

RFP FOR OPERATION AND MAINTENANCE OF BUSES FOR MCTSL 2018-19

SECTION I

NOTICE INVITING TENDER

**Notice inviting Tender (NIT) for Bus Operators for MCTSL buses
MEERUT CITY TRANSPORT SERVICES LIMITED**

No. 309 /MD/MCTSL/2019/19

Date 14/02/2019

Tender Notice

No.

Meerut City Transport Services Limited (SPV) invites sealed tender in the form of technical bid and financial bid from the reputed & established individual operators, corporate entities companies, JVs (lead partner + 1) etc. for operation and maintenance of 10 Low Floor Non AC Buses, 68 Front Engine Standard Tata 1512 Buses and 40 Tata 712 Ex Mini Buses to be operated on the Urban and Suburban routes of Meerut city for the period of 3 years. Buses will be operated as per the operation plan of MCTSL and other terms and conditions specified by MCTSL.

The RFP document can be purchased during office hours from the office of Managing Director (MCTSL), Sohrab Gate Depot, Garh Road, Meerut from 15-02-2019 to 28-02-2019 The last date for submitting the tender document is on or before date 28-02-2019 by pay on cash Rs. 1180/- with GST or Demand Draft/Bank. Draft in favour of Managing Director, Meerut City Transport Services Limited payable at Meerut or could be downloaded from our website: www.upsrtc.com and NIC website Cost of the tender form if downloaded through website will have to be deposited during submission of Bid.

Managing Director

MCTSL, Meerut

**REQUEST FOR PROPOSAL
FOR
MAINTENANCE AND OPERATION
(PROVIDING DRIVERS ONLY)
OF
BUSES FOR MCTSL
IN
MEERUT**

**MEERUT CITY TRANSPORT SERVICES
LIMITED**

RFP FOR OPERATION AND MAINTENANCE OF BUSES FOR MCTSL 2018-19

REGISTERED OFFICE:- MEERUT CITY TRANSPORT SERVICES LIMITED, SOHRAB GATE BUS STAND, GARH ROAD, MEERUT – 250004 (U.P.)

RFP for operation and Maintenance of Buses for MCTSL 2019**RFP for Operation and Maintenance of Buses for MCTSL BID SUMMARY**

Tenders are invited from interested firms for Operation and Maintenance of Buses in MEERUT duly signed and super scribed. Summary of the RFP is listed below

Organization Name	MEERUT CITY TRANSPORT SERVICE LIMITED	
Department Name	MEERUT CITY TRANSPORT SERVICE LIMITED (MCTSL)	
Name of Work	REQUEST FOR PROPOSAL FOR MAINTENANCE AND OPERATION (PROVIDING DRIVERS ONLY) OF 118 BUSES FOR MCTSL IN MEERUT	
Tender Type	Two Stage Bid i.e, Technical Bid and Financial Bid	
Bidding Nationality	Indian	
Bidding Current	Single – Indian National Rupees	
Number of Buses to be Operated	1- Total of 118 buses, (1) 10 numbers - low floor Non AC buses, 68 numbers – 1512 TC Standard buses & 40 numbers – 712 Ex Mini buses. 2- The Bidder has to bid for all three type of buses whose total number is 118. 3- The Buses are owned by MCTSL and this tender is only for operation and maintenance of these buses.	
Schedule of Tender	Uploading of Tender Documents date : 15-02-2019 Pre – Bid meeting date: 28-02-2019 & time – 14:00 Venue:- MCTSL, Office, Sohrab Gate Depot, Meerut-250002	Bidder shall have to post their queries for pre bid Meeting prior to date- through E- Mail ----- The pre-bid meeting shall be held on at in the office of MD, MCTSL.

RFP for operation and Maintenance of Buses for MCTSL/ 2019

	Physical submission of Tender Fee and the Bid	On or before , dated _____ At the office of “Managing Director MCTSL, Sohrab Gate Depot, Garh Road, Meerut – 250002 by Speed Post/RPAd/Courier in sealed coever duly super scribed with name of work and super scribed with name of work and tender notice for opening and voucher
	Opening of bids	Technical Bid will be opened on dated _____ in the office of Managing Director, MCTSL, MEERUT Financial Bid shall be opened only of the technically qualified bidders. Time shall be _____ in the office of Managing Director, MCTSL, MEERUT
	Bid validity period	180 days from due date of tender.
	Contract Duration	Three years from the date of commencement of bus operations.
		At the end of Three years, the contract shall be extendable by a further period of one year, (Maximum period of <u>five</u> years) at MCTSL discretion based on performance.

RFP FOR OPERATION AND MAINTENANCE OF BUSES FOR MCTSL 2018-19

Payment Details	Bid Document Fee	Rs 1000/- In the form of Account Payee Demand Draft/PO in favour of “Managing Director, MCTSL” and payable at MEERUT				
	EMD (BID SECURITY)	The amount (here in after referred to as “Bid Security” or “EMD”) to be deposited through bank guarantee in favor of “Managing Director”, MCTSL payable at MEERUT .				
	<table border="1"> <thead> <tr> <th>No. of Buses</th> <th>Amount (Rs. In Lakh)</th> </tr> </thead> <tbody> <tr> <td>118</td> <td>15 (fifteen)</td> </tr> </tbody> </table>	No. of Buses	Amount (Rs. In Lakh)	118	15 (fifteen)	
No. of Buses	Amount (Rs. In Lakh)					
118	15 (fifteen)					
Bank for Payment of Amount	All the payment in the form of Demand Draft, pay Order, bank guarantee etc. made by the Bidder for Document fee, EMD, performance Security, etc. shall be from Scheduled Bank only.					

CONTENTS OF REP DOCUMENT

The RFP document comprises of the section as listed below and would additionally include any addendum issued before the due date of submission of the RFP. any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

1. Section I. Notice Tender (NIT)
2. Section II. Disclaimer
3. Section III. Definition and Abbreviations
4. Section IV. Instruction to Bidders (ITB)
5. Section V. Bid Forms and accompanying document templates
6. Section VI. Bus Operators Agreement with Schedules

SECTION II:

DISCLAIMER

This RFP is being issued by MEERUT City Transport Service Limited (MCTSL), as SPV which runs the public bus service in the city of MEERUT in U.P. . The responsibility of the administration of MCTSL comes under the local self Govt., Govt. of U.P. Bids are invited for operation & maintenance of bus service in MEERUT on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidders(s) in documentary form by or on behalf of MCTSL.

It is hereby clarified that the purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. Bidder should carefully examine and analyze the RFP and to carry out its own investigation with respect to all matters related to the project, seek professional advice on technical, financial, legal, and regulatory and taxation matters and satisfy itself of consequence of entering into any agreement and / or arrangement relating to the project. MCTSL makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information constrained in the RFP.

**RFP for operation and Maintenance of Buses for MCTSL/
2019 Important Dates**

S.No.	Particular	Date
1	Tender Uploading Date	15-02-2019
2	Last date for receipt of query of Pre Bid Meeting	28-02-2019
3	Pre Bid Meeting will be held	
4	Last Date of tender submission date	28-02-2019
5	Technical Bid of tender will be open	28-02-2019
6	Financial Bid of tender will be open	28-02-2019
Contact person for any clarification and details: – Sri. Vijay Kumar, Managing Director, Mob: 9412705024 Sh. S.L. Sharma , Service Manager, Mob: 9412782387		

**SECTION III
DEFINITIONS & ABBREVIATIONS**

In this RFP, the following word(s), unless repugnant to the context or meaning thereof or defined in the Bus Operators Agreement (as defined below), shall have the meaning(s) assigned to them herein below :

1. MEERUT City Transport Service Limited or “MCTSL” shall mean the SPV set up under company act by Govt. Of U.P.
2. “Buses” means specifications of buses owned by MCTSL which are to be operated and maintained as per this RFP.
3. “Bus Operators Agreement” or “Operators Agreement” means the agreement including, without limitation, any and all annexure thereto which will be entered into between MCTSL, and the Successful Bidder through which rights will be granted to the Successful Bidder to provide Bus Service to MCTSL, MEERUT.
4. “Operator” means the Successful Bidder for operation of Buses under in accordance with the terms and conditions of the Bus Operators Agreement.
5. “Parties” means the parties to the Bus Operators Agreement and “Party” means either of them, as the context may admit or require.
6. “Person” means any Registered Firm which is either a Proprietorship, corporation, partnership, joint venture, government or governmental authority or agency or any other legal entity.
7. “Project” means the project of providing operating, maintaining and managing the Bus Service, in accordance with the terms and conditions of the Bus operators Agreement.
8. “RFP” means this Request for Proposal document issued by MCTSL for the purposes of selecting an Operator for the project on a competitive bidding basis including Disclaimer, Notice Inviting Tender, and Instructions to Bidders, Letter of Acceptance and Bus Operators Agreement with any amendments thereto.
9. “Successful Bidder” means Person who has been selected by MCTSL pursuant to competitive bidding process pursuant to this RFP.
10. “Third Party” means any Person other than MCTSL and the Operator.

For MEERUT city Transport Service Ltd.
Managing Director

**SECTION IV
INSTRUCTIONS TO BIDDERS (ITB)**

1. **Due Diligence :** The bidder is expected to examine all instructions, forms terms and specifications in the RFP. The bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.
2. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid and MCTSL will not be liable for any costs, regardless of the outcome of the bidding process.
3. **Amendment of Bidding Documents:** At any time before the deadline for submission of bids, MCTSL may, for any reason, modify the RFP by amendment. Any amendments/modifications to the RFP shall be through the issue of addendum(s) to the RFP, which shall set forth the said amendments/modifications thereto (hereinafter referred to as the "Addendum(s)"). All prospective bidders who have purchased the RFP shall be informed of such Addendum(s) in writing by e-mail, courier, website or registered post, and the contents, terms and conditions of all such Addendums(s) shall be binding on all bidders.
4. **Clarification to RFP Documents:** In the event that any bidder requires any clarification on the RFP, such bidder is expected to send its queries to MCTSL in writing by e-mail, registered post or courier latest by date specified in the Bid Summary at the following addresses in order to enable MCTSL to have adequate notice of the said queries so that the same may be addressed at the pre bid meeting.

The queries are to be sent to: office of Managing Director (MCTSL),
Sohrab Gate Depot, Garh Road, MEERUT 250002
(Email: jnnurmmeerut@gmail.com)

5. **Pre-Bid Meeting:** A pre-bid meeting shall be held on 13-02-2019 at 13:00 hrs in the office of Managing Director, MCTSL at the address mentioned in the Bid Summary. For clarifications and replies to the queries raised by prospective bidders. Clarifications, if any, including the text of the relevant questions rose at the pre bid meeting and the responses given thereon shall be uploaded on the MCTSL website. Bidders may send their queries before the meeting in writing by e-mail, registered post or courier. Nothing in this section shall be taken to mean or read as compelling or requiring MCTSL to respond to any questions or to provide any clarification to a query. MCTSL reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications if MCTSL in its sole discretion considers that no reply is necessary.

No extension of deadline for submission of bids will be granted on the basis or grounds that MCTSL has not responded to any question or provided any clarification to a query.

6. **Documents constituting Bid :**

The Bid submitted by the Bidder shall consist of three sealed envelopes as follows :

Envelope E-1 : This shall contain the Bid Security of Rs. 15 Lakh (Fifteen Lakh only) in prescribed format as per RFP requirements. On non submission of EMD and the DD of the cost of RFP document if it is downloaded from the website, the bid shall be considered non-responsive.

Envelope E-2 : This shall contain Technical Bid in conformity with the RFP in the prescribed bid form and shall be supported by all other documents as well as technical and commercial information required in accordance with the bid documents. Bidder is required to submit details of documents as per the Formats given in Section-V (Form T1 to T5) of RFP. Failure to provide the documents as prescribed may result in rejection of bid.

Envelope E-3 : This shall contain the financial bid as per Section-V (Form F1) of the RFP document.

7. Preparation of Bids:

- I. Earnest Money Deposit: Bid submitted in response to the RFP shall be accompanied by a bid security of amount mentioned in Bid Summary (hereinafter referred to as “Bid Security” or “EMD”) in the form mentioned in the Summary.

Authentication of Bid : The original and the copy of the bid shall preferably be prepared and shall be signed by a person or persons duly authorized by the bidder in this behalf by way of a power of attorney duly executed by the bidder in the form set forth in Form T2 hereto. The person or person signing the bid shall initial all pages of the bid document and provide full name and signature on the signature pages. Bidder should submit the self attested copies of all the supporting documents along with the affidavits as the evidence for meeting the qualification evaluation.

Number of Copies of Bid : Bidder shall submit two copies of Technical Bid clearly marked as original and copy and only one original of the financial bid, clearly marking the same as “Financial Bid.”

Sealing and Marking of Bids:

“Envelope A : Technical Bid for” Operation and Maintenance of Buses for MCTSL in MEERUT should contain E1-E2 in following manner

- (a) The original of the Bid Security of the required value and in approved format in a separate envelop duly marked as EMD
- (b) The original and copy of the Technical Bid (**Form T1 to T6 as per Section V of RFP document**)
- (c) Original RFP document/Mom/ any other correspondence duly signed by authorized signatory

“Envelope B : E-3 Financial Proposal for” **Operation and Maintenance of Buses for MCTSL in MEERUT**. The original of the Financial Bids shall be sealed separately (Form F1 as per Section V of RFP document)

Both the envelopes viz. „A“ and „B“ along with the original bid documents issued by MCTSL along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope.

- i. The inner and outer envelopes shall be addressed to The Managing Director, MEERUT city Transport Services Limited.

“Tender for OPERATION AND MAINTENANCE OF BUSES FOR MCTSL IN MEERUT”

- ii. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.
- iii. If the outer envelope is not sealed and marked as above, MCTSL will assume no responsibility for the misplacement or premature opening of the Bid.
- iv. The Bid shall be submitted either in-person or by Registered Post, Speed Post, and Courier only.

Evaluation of bids : Notwithstanding anything contained in this RFP, MCTSL will have sole and absolute right to evaluate each bid and MCTSL is not bound to compulsorily select/appoint Successful Bidder out of the bids MCTSL has received in accordance with this RFP.

9. **Validity Period:** Bids shall remain valid for a period of 180 days (one hundred eighty days) from the Due date of bids. MCTSL reserves the right to reject a bid as non-responsive if such bid is not valid for a period mentioned above.
- 10 **Extension of Period of Validity:** In exceptional circumstances, MCTSL may solicit the bidder's consent for an extension of the period of bid validity period. Any such request by MCTSL and the response thereto shall be made in writing and such extension of bid validity period by the bidder should be unconditional. A bidder may refuse MCTSL's request for such extension without forfeiting the Bid Security. A bidder accepting the request of MCTSL shall not be permitted to modify its bid.
11. **Mailing Address for Bids :** Bids shall be addressed to MCTSL and sent either in-person or by Registered Post, Speed Post, and Courier only at the following address. office of Managing Director (MCTSL), Sohrab Gate Depot, Garh Road, MEERUT 250002.
12. **Last Date and Time for Submission:** The bids must be received by MCTSL, latest before 14:00 hrs on dated: 28-02-2019 at the address mentioned in point no 11. In the event of the specified date which is stipulated as the deadline for submission of bids is declared as a holiday for MCTSL, the bids will be received up to the appointed time on the next working day at the same time.
13. **Extension of Deadline for Submission of Bids :** If the need so arises, MCTSL may, in its sole discretion, extend the deadline for submission of bids by amending the RFP in this behalf. In such event, all rights and

obligations of MCTSL and bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the deadline for submission of bids shall be notified to the bidders by dissemination of requisite information in this behalf on the website.

14. **Late Bids:** Any bid received by MCTSL after the deadline for submission of bids prescribed by MCTSL will be summarily rejected and may be returned unopened to the bidder. MCTSL shall not be responsible for any postal delay or non-receipt / non-delivery of any documents.
15. **Modification and Withdrawal of Bids:** Bidder shall not be allowed to modify any part of its bid after the bid submission. In order to avoid forfeiture of Bid Security, a bidder may withdraw its bid after submission thereof, provided that MCTSL receives written notice of such withdrawal before the expiry of deadline for submission of bids.
16. **Bid Process**
 - a. **Opening of Technical Bids:** Technical Bids received by MEERUT City Transport Services Limited, MEERUT in response to this RFP shall be opened in the presence of Bidders representatives who choose to attend the opening of Technical Bid at 15:00 hrs on dated: 28-02-2019 in the office of Managing Director, MEERUT City Transport Services.
 - b. **Opening of Financial Bids :** After the evaluation of technical bid(s) i.e. submission of EMD and the cost of RFP document and Criteria mentioned for Technical evaluation, MCTSL shall open the financial bids(s) of Technically qualified on the date and time notified separately on page no-08.
 - c. **Attending bids :** The bidders representatives who are present at such opening shall sign a register evidencing their attendance as a witness to

the various bids opening process. In the event of the specified date of bid opening being declared a holiday for MCTSL, the bids shall be opened at the appointed time and location on the next working day. Non attendance of the bid openings will not result in it's disqualification and it is clarified that attendance is optional. Further, it is clarified that all the bidders would be notified about the bidders who have qualified for the next stage either by e-mail, courier, telephone, website or registered post. Bids of those bidders who are rejected shall not be opened and shall be returned to such bidders as per the procedure set forth in this RFP.

17. **Clarification of Bids :** During evaluation of bids, MCTSL may, at its discretion, ask the bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by MCTSL before the expiration of the deadline prescribed in the written request for clarification, MCTSL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

18. **Rejection of Bid**

- a. A bid is likely to be rejected by MCTSL without any further correspondence, as non responsive, if :
 - i. Bid is not submitted in the manner as prescribed in the instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP; or
 - ii. Bid is not submitted in the bid-forms annexed in the RFP; or
 - iii. Bid is submitted by telex, fax or email; or
 - iv. Bid Security does not conform to the provisions set forth in this RFP;

- v. Cost of Bid document, if downloaded, not submitted as per the provisions set forth in this RFP.
- b. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of bid.
- c. In addition to the foregoing, in the event a bidder makes an effort to influence MCTSL in its decisions on bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such bidder's bid.

19. Criteria for Evaluation of Bids :

a. Evaluation of Technical Bids

In order to be qualified, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below:

Technical Eligibility Criteria; The Bidder should by itself (in the case of a single bidder) possess prior experience in either ownership and/or operation of a fleet of buses as detailed below, in order to be considered technically qualified.

- a. Ownership of 100 commercial vehicles (four wheelers above) in aggregate by either the bidder.

Or

- b. Experience of Maintenance & operations of a minimum of 50 buses for 2 years

Or

- c. 300 Government Buses Maintenance Experience for a consecutive period of three years anytime during the past five years, through an explicit contract/concession.

Financial Eligibility Criteria: The Bidder / Bidder Consortium should fulfill the following financial criteria:

Average Annual Turnover equal to or above Rs. 600 Lakh (six hundred lakh only) or foreign currency of equivalent value during the last three financial years for which audited financial reports with ITR and 26 A.S. are available from the business of transport.

For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences of experience such as firm registration documents under Service Tax, EPF, & ESI etc., asset ownership/operation proof, contracts, client's references, audited final accounts with audit report and certificates in support of their claims for the above. They must produce evidence in the form of an Auditor / Chartered Accountant Certificate that the turnover specified has arisen from transport business, in case the firm is deriving its turnover from businesses other than transport related businesses.

The bidder should have working capital 50 lakh as per latest audited B/s and liquidity assets certificate by Bank

In case a bidder is relying on qualifications of subsidiary / parent company (as defined in the Companies Act, 1956) for being considered while determining compliance with the technical eligibility and financial eligibility criteria, then in such circumstances : (i) the Bidder has to clearly indicate, with supporting documentation, the relationship between the Bidder and the entity / promoter whose experience or financial turnover it is seeking to rely upon and (ii) the relevant entity / promoter whose experience or financial turnover the Bidder is seeking to rely upon, must submit a Letter of Commitment to this effect.

- b. **Evaluation of Financial Bids** : Only those bidder who qualify in technical bid as per criteria given in RFP will be considered for the financial bid evaluation. The financial bids of eligible bidders shall then be evaluated as per Point 20, below of RFP i.e. **“Determination of Successful Bidder”**.

20. **Determination of Successful Bidder:** The Successful Bidder shall be determined on the basis of the lowest per kilometer rate quoted for operation of buses. Successful Bidder shall, have non-exclusive, non-transferable rights to operate and maintain the MCTSL Bus Service on Routes to be allotted by MCTSL, subject to the Bus Operator Agreement. Bidders are required to bid for number of buses as mentioned in the RFP summary.
21. Successful bidders have to deposit an amount equivalent to Rs. 0.25 lakhs (twenty five thousand only) per bus in form of bank guarantee as performance guarantee. The bank guarantee will be deposited by the bidder for the number of buses fit for operation.
- These buses are procured in JNNURM by MCTSL and in order to ensure the successful completion of the contract period, Financial Contribution from successful bidder towards the Capital Cost of the buses is asked for.
22. **Discharge of EMD of unsuccessful bidder(s) :** The EMD of unsuccessful bidders will be discharged/ returned as promptly as possible after the expiry of bid validity period and latest by the 30th (thirtieth) day from the signing of the Bus Operators Agreement with the Successful Bidder.
23. The Successful Bidder shall be required to furnish a Performance Guarantee (As per clause 21) on or before the date of signing the Bus Operators Agreement. The EMD of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the Performance Guarantee. The Successful Bidder's EMD may be adjusted against the Performance Guarantee or may be returned at the discretion of MCTSL.

24. **Forfeiture of EMD:** EMD of a bidder shall be forfeited in the following events:
- (I) If a bidder withdraws the proposal during the period of bid validity, or
 - (II) In the case of a Successful Bidder, fails to sign the Bus Operators Agreement or fails to furnish the required Performance Guarantee (as defined below) within stipulated time in accordance with the Bus Operators Agreement.
 - (III) In case of fraudulent bid where it is so established that the bidder has willingly and knowingly tried to mislead MCTSL by providing false or fabricated information.
25. **Award of Contract:** MCTSL shall issue a letter of acceptance (“LOA”) to the Successful Bidder. MCTSL shall issue the LOA in duplicate to the Successful Bidder and the Successful Bidder would be required to sign and return the duplicate copy of the LOA as acknowledgement within 7 (seven) days of the receipt of the LOA by the Successful Bidder. In the event the duly signed duplicate copy of the LOA by the Successful Bidder is not received within the stipulated 7 (seven) days, MCTSL shall have the option to either extend such time limit for the receipt of the duplicate copy or deduct from the Bid Security of such Successful Bidder an amount which at the sole discretion of MCTSL is believed to be the loss and / or damages suffered by MCTSL as a result of the delay in providing the acknowledgement.
26. In the event the Successful Bidder fails to acknowledge the LOA, and the next eligible bidder may be considered by MCTSL.
27. **Signing of Bus Operators Agreement:** Bidders should note that in the event of acceptance of its bid, the Successful Bidder(s) would be required to execute the Bus Operators Agreement in the form annexed hereto. It is clarified that the issuance of the LOA shall be followed by

signing of the Bus Operators Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operations of providing the Bus Service as per the Bus Operators Agreement. The signing of the Bus Operators Agreement shall be completed not later than 1 (one) month of the issuance of the LOA to the Successful Bidder or within such extended time frame as extended by MCTSL in its sole discretion. In the event the Successful Bidder is unable to execute the Bus Operators Agreement within the time period, MCTSL will have the right to withdraw the offer immediately from the Successful Bidder and extent offer to the next subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited.

28. **Annulment of Award :** Failure of the Successful Bidder to comply with the requirements set forth in this RFP and / or the provisions of the Bus Operators Agreement shall constitute sufficient grounds for the annulment of the award of the bid and forfeiture of the Bid Security. In

such case, MCTSL will have the right to replace the Successful Bidder with the next highest bidder. Thereafter, the previously appointed Successful Bidder will have no rights.

29. **Failure to abide by the Bus Operators Agreement :** The conditions stipulated in the Bus Operators Agreement shall be strictly adhered to by the Operator and any violation thereof by the Operator may result in termination of the Bus Operators Agreement without prejudice to any rights available to MCTSL upon such termination as set forth in this RFP and/or the provisions of the Bus Operators Agreement.

30. **Performance Guarantee**

At the time of the execution of the Bus Operators Agreement, the Successful Bidder would be required to submit to MCTSL, an

irrevocable and unconditional Performance Guarantee towards operation and maintenance of the buses in the form of bank guarantee from a Scheduled bank acceptable to MCTSL. The amount of performance guarantee shall be calculated as explained in Para 21 above and performance guarantee will be deposited accordingly.

MISCELLANEOUS:

- a. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.
- b. All amounts are non-refundable (unless otherwise provided in the RFP) and MCTSL will in no case be held responsible or be liable for the cost, regardless of the conduct or outcome of the bidding process.
- c. Nothing in this section shall be taken to mean or read as compelling or requiring MCTSL to respond to any questions or to provide any clarification to a query of a bidder. MCTSL reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications, if MCTSL in its sole discretion considers that no reply is necessary.
- d. The terms and conditions of the RFP are frozen unless otherwise, MCTSL specifically issues Addendum(s).
- e. MCTSL shall have the right to seek any additional information or document from the bidder in the manner MCTSL deems fit in its sole and absolute discretion.
- f. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and MCTSL shall be written in English language only. However, in case bidder chooses to enclose certain supporting document(s) in any language other than Hindi or English, then bidder shall also enclose certified/authentic translated

copies of the same in English language. Any document which is not translated into English will not be considered and the bid shall be considered incomplete and therefore, liable for disqualification. For the purpose of interpretation and evaluation of the bids, the English language translation shall prevail.

- g. All prices quoted in the bid shall be quoted in Indian National Rupee(s) (INR)
- h. Any interlineations, insertion, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with their respective signature alongside such interlineations, insertion, erasures or overwriting.
- i. In the event of any discrepancy between the original and the copies, the bid may be disqualified.
- j. MCTSL shall not be responsible in any manner possible for the contents of the bids, including if the envelope is not sealed and marked in the manner indicated in the RFP or where bidder does not receive any notification or documentation from MCTSL.
- k. MCTSL will examine the bids to determine whether these are complete, whether these meet all the conditions of the RFP and whether the documents have been properly signed and the bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.
- l. Any and all expenses relating to the execution of the Bus Operators Agreement shall be borne by the Successful Bidder, including taxes and duties, incidental expenses, payment of stamp duty and registration charges, as applicable.
- m. Unless specifically requested by MCTSL for a clarification, no bidder shall contact MCTSL on any matter relating to its bid, from the time of

the qualification bid opening to the time the Bus Operators Agreement is executed with the Successful Bidder.

- n. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOA and during the subsistence of the Bus Operators Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Bus Operators Agreement, MCTSL shall reject a bid, withdraw the LOA, or terminate the Bus Operators Agreement, as the case may be, without being liable in any manner whatsoever to the bidder or the Operator, if it determines that the bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, MCTSL shall forfeit and appropriate the Bid Security or performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to MCTSL towards, inter alia, time, cost and effort of MCTSL, without prejudice to any other right or remedy that may be available to MCTSL hereunder or otherwise.

SECTION V : KEY TERMS OF THE CONTRACT

1. All the buses will be provided by MCTSL, **This contract shall be valid from the date of signing of agreement for a period of Three years for maintenance and operation.** This contract is inclusive of driver, comprehensive maintenance as per the bus manual. MCTSL will provide fuel from its designated locations for operation at a pre-defined KMPL for the category of buses, bus, conductor, necessary civil infrastructure for maintenance and parking. Operator has to return all the buses in good condition at the end of the contract period after satisfactory certification of MCTSL officials.
2. Contract to be awarded for 118 buses.
3. Per Km Rates for operation and maintenance of diesel driven buses includes cost of Driver and comprehensive maintenance of buses. Actual contract would specify the condition which has been accepted.
4. The payment would be made based on distance traveled. The actual payment for KMs traveled would be done as follows :
 - a. The Bill will be raised by the operator on monthly basis latest by Seventh of each month for the preceding month.
 - b. The Payment for a particular month shall be made in two (2) installments:
 - 50% of the payment shall be made on the basis of actual payment made in the previous month latest by tenth (10) of each month. The balance payment shall be made based on the actual bill (to be submitted by the operator by 7th) produced latest by twentieth (20) of the month.

- This however, shall not be applicable for the first month of operation for which the payment shall be released on actual submission of bill by twentieth (20) of the month.
 - The Procedure of payment shall initiate from the commencement date as defined in Bid summary.
- c. **Each bus will be operated for a minimum of 72,000 km per annum.**
- Any km operated in addition to 72,000 p.a. per bus the excess Km would be paid at a rate which is 80% of the agreed KM rate. **If the bus is operated for less than 72,000 km p.a.**, the number of kms less operated by him would be recovered at 30% of agreed km rate.
5. Each bus when fitted with GPS Device, RFID device, Passenger Information System including LED display and Surveillance camera. Operator will be responsible to any damage caused by accident or theft to such systems and actual cost of system will be deducted from next invoice of operator.
 6. Operator will have to produce RTO Fitness certificate for each bus every year.
 7. The agreed Km. rate for payment to the operator would remain unchanged for three years, after the completion of three years, new agreement will be floated.

MCTSL will have the right to:

- a. Decline to operate buses that are not maintained well.
- b. Decline to accept drivers who are not trained well and do not meet standards of polite behavior.
- c. Recover damages as per stipulations in this tender.

8. Operator shall establish independent high quality Maintenance Facility with staff (Depot) and all equipment. MCTSL shall provide depot with basic infrastructure facilities to maintain the Fleet throughout the Project Tenure. At the end of tenure, depot with permanent & temporary fittings to be handed over to MCTSL. The depot to have high speed, high quality automated bus washes facility. **Each bus to be washed every day.** Operator should maintain these buses as per manufacturing company manuals and trained staff at authorized work shop.
9. Any/ all equipment, consumable, machine or material that is required for the uninterrupted and continuous operation and maintenance of the Bus Fleet to be maintained by the operator at the Depot.
10. Penalty would be levied on the operator for poor performance as per Schedule 2. **Total Penalty payable for any month shall not exceed 10% of the total payments due for that month.**
11. Sub Contracting of Work-Not allowed.
12. The operator is liable for deposit of all taxes, duties, cess and levies, road taxes and special road taxes, stage carriage fee, insurance, accident damages, all levies and taxes of local authority of building & premises working thereon and Service Tax.
13. The Operator shall produce copy of challan of deposit of Service Tax charged from MCTSL along with copy of half-yearly return of Service Tax.
14. In case the operator fails to carry out insurance as per laws of India, prudent industry and utility practices or fails to carry out the operations as per schedule given, or fails to carry out any responsibility under the contract, without prejudice to any other provision in the contract, MCTSL has the right to get the same done at the risk and cost of the Operator.

15. The operator shall ensure that none of its drivers are having cardiac problems, are diabetic, suffering from blood pressure or from any other disease or illness or deficiency that compromises their capability to drive safely.
16. Contractor have to return buses back to MCTSL after the end of contract period in a “good operational” condition and have to get clearance certificate for condition of buses.
17. **In case bus/buses get fully damaged due to theft/fire / riots/ accident or any other reason in those case / cases, damages for the bus / buses will be charged to operator on actual.**
18. Fuel efficiency will be calculated per year as per following table, either at the time of expiry of contract, or at the time of any early termination, in order to judge the performance. This can also be reviewed annually looking into changed conditions and feeling of the requirement. Operator will have to return the bus in a condition that it achieves this Fuel Efficiency.

Operation Year	1	2	3		
Low Floor non-AC Bus	3 Km/Per Ltr				
1512 TC Standard Bus	4.40 Km/Per Ltr				
712 Ex Tata Mini Bus	5.80 Km/Per Ltr				

19. In any case, the vehicle will not be kept off road for more than one week expect in the case of heavy accidental bus.

SECTION V : BID FORM, ANNEXURE AND OTHER FORMATS

FORM T1 : COVERING LETTER

Dated :.....

To

Re: Operation and Maintenance of Buses for MCTSL in MEERUT.

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me / us as designated person(s) to make these representation for and on behalf of the bidder in respect of the proposal as per RFP bearing number dated2019.....issued by MCTSL.

For and on behalf of the bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RFP issued by MCTSL and we agree to sign the Bus Operators Agreement enclosed with the RFP, and we have in initiated each page of it to convey our acceptance;
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RFP, including any extension of the proposal validity period as may be agreed by us;
3. That MCTSL may by written notice extend the period of proposal validity period and the proposal attached to this letter and the Bid Security below will remain in full force and be valid for that extended period as per provisions of the RFP;
4. That the Bidder accepts the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations accordingly; and
5. That attached to this letter is the Bid Security along with all other documents and information as required by the RFP.

Name :

Title :

Date:

**FORM T2 : POWER OF ATTORNEY BY THE BIDDER IN
FAVOUR OF DESIGNATED PERSON(S) IN CASE THE BIDDER IS
NOT A SOLE PROPRIETOR**

Dated:.....

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

Shri.....(Name of the Person, domiciled
at.....(Address)), acting as.....(Designation and
name of the firm/company), and whose signature is attested below, is hereby
authorized on behalf of.....(Name of Bidder/Joint Venture Partners) to
negotiate and settle terms and conditions, finalize, approve, sign and execute
agreements, documents, endorsements, writings, etc. as may be required by
MEERUT City Transport Services Limited, MEERUT and is hereby further
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri.....)

IN WITNESS WHEREOF, we have hereunto set our respective hands
this.....day of2019 in the presence of the following
witnesses

Witness 1

Witness 2

Signature

Signature

Name

Name

Address

Address

OBWe hereby ratify and confirm that all acts done by our
attorney..... (name of designated person) shall be binding on us as if same
had been done by us personally

1B Signature

(signature of authorized signing officer)

2B Name (Name of authorized signing officer)

3B Title (Title of authorized signing officer)

4B (Name and Signature of the firm/Company)

Note:

(1) The bidding firm needs to submit separate Power(s) of Attorneys for each designated person.

(2) Any change in the designated person(s) should be informed to MCTSL along with a similar Power of Attorney in favour of such person(s)

FORM T3 : INFORMATION ABOUT BIDDER

Names and roles of all the members of the bidder should be given below:

NAME OF THE BIDDER:
(a) Nature of the Bidding Firm
(a) A Sole Proprietorship
(b) A Partnership firm
(c) A Limited Company or Corporation
(d) Limited Liability Partnership
(e) Co-operative Society
(b) Brief Introduction
Registered Name of
Bidder Address
Telephone Fax E-mail
(c) Main Businesses
In India, in Own Country,
Internationally Date of Incorporation
Under Present Management Since (Year)
(d) Management
Chairman of Board
Chief Executive Officer
Chief Operating Officer
(e) List of Shareholders/Partners
Name of Key Shareholders/Partners Percentage of Share
2.(a) Information about Designated Person(s)
Name
Position
Telephone Fax E-mail

Note :

- (1) Organization Chart showing the structure of the organization, including the names of the directors and position of officers shall be attached/submitted.

FORM T4 : PROJECT UNDERTAKING

(On the Letterhead of the Bidder)

Date.....

To

**Re: OPERATION AND MAINTENANCE OF BUSES FOR
MCTSL IN MEERUT- Your Tender**

We have read and understood the Request for Proposal (RFP) document bearing No..... date..... in respect of the captioned project provided to us by MEERUT City Transport Service Limited.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to all the terms of the proposed tender and the Bus Operators Agreement.

Dated this.....Day of.....2019

Name of the bidder

Signature of the authorized person

Name of the authorized person

T-5 Technical and Financial Qualification

Technical Eligibility

S. No.	Particulars	Number	Evidence Supplied
1	Number of buses owned		
2	Number of buses operated through a contract/concession for two consecutive years anytime during the last five years		

Please provide extra sheets/tables as required in support of the above. Credit for ownership/operations of parent / subsidiary companies would be given only if the bidder, and the parent / subsidiary for which the credit is to be taken are all companies registered under the Companies Act, 1956.

Financial Eligibility

Sn. No.	Particulars
1	Turnover of the company/consortium companies during the last one financial year from transport business (Attach audited 2017-18 annual report and CA certificate in case the turnover from transport related businesses are not evident enough)

FORM F1 : FINANCIAL PROPOSAL FORMAT

**BIDDERS ARE REQUIRED TO SUBMIT FINANCIAL BID ON
THEIR LETTER HEAD IN SEPARATE ENVELOPE**

To

Manager Director,

MEERUT

**Sub.: OPERATION AND MAINTENANCE OF BUSES FOR MCTSL
IN MEERUT-Our Offer**

Being duly authorized to represent an act on behalf of..... And having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial proposal.

I have read the entire RFP dated Including the Key terms and draft Bus Operators Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions. I undertake to operate and maintain the Buses on MCTSL buses route as directed by MCTSL in accordance with the terms and conditions as provided in the above mentioned document/s. The rates quoted by me in summary are as follows.

S.No	Type of Bus	Number of Buses offered	Rate (Rs. Per Km.)
1.	Low floor Non AC Buses	10	
2.	1512 TC Standard bus	68	
3.	712 Ex Tata Bus	40	
	TOTAL:-	118	

A Break up of the Questions

Sr. No.	Items	Rate (Rs. Per Km)		
		Low Floor Non AC Bus	1512 TC Standard Bus	712 Ex Tata Mini Bus
1.	Labour			
2.	Lubricant			
3.	Tyres, Tubes and Batteries			
4.	Cost of spare parts			
5.	Interest			
6.	Depreciation			
7.	Other Cost if any Please specify			
8.	Taxes (Please specify)			
9.	Profit			
10	Expected revenue from Advertisement	Not Applicable	Not Applicable	Not Applicable
	TOTAL			

Note :

- i. Each bidder must quote his rates after thorough reading of this RFP document. Estimates of his operating and capital cost and detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.
- ii. The Diesel shall be provided by MCTSL on the basis of predetermined Kmpl according to the category of buses.
- iii. The rates to be quoted are inclusive of all taxes, duties, cess and levies, road taxes and special road taxes, stage carriage fee, insurance, accident damages, all levies and taxes of local authority of building & premises working thereon and Service Tax.

Name of Bidder:

Signature of the Authorized Person

Seal:

Address and contact number