

Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

**CNG Fuelled AC & Non-AC 650 mm
Floor Height Midi (BS-IV) Buses (90)**

RFQP – Part I

Instructions to Bidders

Tender Reference No. – FSCL/2019/740

Date – 1.08.2019

Faridabad Smart City Limited

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All Bidders are responsible for all costs and expenses incurred by them when evaluating and responding to this RFQP Document in connection with or relating to or in making their Proposal including any negotiation or other costs incurred by the Bidder thereafter. All such costs and expenses will remain with the Bidder and the Faridabad Smart City Limited, their employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of its Proposal, regardless of the conduct or

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outcome of the Bidding Process. The Faridabad Smart City Limited may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against the Faridabad Smart City Limited, their employees and advisors.

Notice Inviting Tender (NIT)



FARIDABAD SMART CITY LIMITED

REGD.Plot No. 35, Nain Sadan,
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001(Haryana)

REQUEST FOR QUALIFICATION AND PROPOSAL FOR SELECTION OF PRIVATE OPERATOR FOR CITY BUS OPERATIONS IN FARIDABAD (90 Buses)

E-Tender Notice Ref. No. FSCL/2019/ 740

Date: 01/08/2019

Faridabad Smart City Limited (FSCL) intends to provide City Bus Services in Faridabad on Public-Private Partnership (PPP) basis, and has decided to carry out a competitive bidding process for selection of operator to whom the bus operation packages may be awarded.

The selected operator shall be responsible for providing City Bus Service in Faridabad including procurement and maintenance of Buses, undertaking Bus Operation and associated activities as per the RFQP document.

FSCL invites proposals in response to its **“Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad”**.

The RFQP document can be downloaded from the Haryana Government e-Procurement portal <https://etenders.hry.nic.in>

The Schedule of Bidding Process is as follows:

Sl.	Event Description	Date & Time
1.	Last date for submission of written Queries for clarifications	08.08.2019 at 05.00 PM
2.	Date & Time of Pre-Proposal Meeting	07.08.2019 at 11.00 AM
3.	Last date and time for submission of Online Proposal (Proposal Due Date)	21.08.2019 at 3.00 PM

Contact person for any clarifications:

Deputy General Manager
Faridabad Smart City Limited
Plot No. 35, Nain Sadan,
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001(Haryana)
Phone No +91 9599780918

RFQP Structure

Part I	Instructions to Bidders
Part II	Draft Concession Agreement
Part III	Bus specifications – 650 mm floor height CNG fuelled Air Conditioned (AC) and Non Air-conditioned (Non AC) Midi buses

PART I – INSTRUCTIONS TO BIDDERS

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List of Abbreviation/Acronyms

Abbreviation/Acronym	Definition/Description
CPI	Consumer Price Index
CMP	Comprehensive Mobility Plan, 2010
FCTSL	Faridabad City Transport Services Limited
FSCL	Faridabad Smart City Limited
GoH	Government of Haryana
GoI	Government of India
INR	Indian National Rupee
KCR	Kilometre Charge Rate
LOA	Letter of Acceptance
MCF	Municipal Corporation of Faridabad
MoHUA	Ministry of Housing and Urban Affairs
MoU	Memorandum of Understanding
NUTP	National Urban Transport Policy
PCU	Passenger Car Unit
RFQP	Request for Qualification and Proposal
RTV	Rural Transport Vehicle
SB	Successful Bidder
SPC	Special Purpose Company

Bid Summary

S. No.	Particular	Details
1.	Document Reference Number	FSCL/2019/740 dated 01.08.2019
2.	Release of tender notice	01.08.2019 Time 9.00 AM
3.	Last date for submission of written Queries for clarifications	08.08.2019 Upto 5.00 PM
4.	Date & Time of Pre-Proposal Meeting	07.08.2019 Time 11.00 AM
5.	Last date and time for submission of Online Proposal (Proposal Due Date)	21.08.2019 Time 3.00 PM
6.	Last date and time for submission of hardcopy of Technical Submissions	21.08.2019 Time 4.00 PM
7.	Date and time for submission of original Bid Security	21.08.2019 Time 4.00 PM
8.	Date and time of opening of Technical Proposals	21.08.2019 Time 4.30 PM
9.	Date of opening of Price Proposals	To be intimated to technically shortlisted Bidders
10.	Address for Pre Proposal meeting	Plot No. 35, Nain Sadan, Sector 20A, Behind EF3 Mall , Near Old Faridabad Metro Station , Faridabad - 121001(Haryana)
11.	Address for Submission & Opening of	Plot No. 35, Nain Sadan, Sector 20A, Behind EF3 Mall , Near Old Faridabad Metro Station , Faridabad - 121001(Haryana)

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	Proposals and other relevant purposes	
12.	eService Fee for e-Procurement Portal	Rs. 2,000/- (Rupees Two Thousand only) in the form of Demand Draft in favour of "Faridabad Smart City Limited" payable at Faridabad
13.	Bid Security	<p>The Bidder shall make the Earnest Money Deposit INR. 80 Lakhs (Rupees Eighty Lakh only) in favour of "Faridabad Smart City Limited" and may be in one of the following forms</p> <p>a. Demand Draft. b. Bankers Cheque c. Bank Guarantee from any scheduled Indian bank, in the format given.</p> <p>The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope.</p>
14.	All requisite Bank Guarantees payable at Faridabad in favour of	Faridabad Smart City Limited
15.	Single Point of Contact from FSCL regarding RFQP	<p>Tel : +91 9599780918</p> <p>Email ID: faridabadsmartcitylimited@gmail.com</p>
16.	e-Procurement Website	https://etenders.hry.nic.in
17.	e-Procurement Website Helpdesk	<p>0120 – 4001002 / 4200462</p> <p>8826246593</p>

1. Background

1.1. About Faridabad

Faridabad is a second major city of Haryana with a population of 14.05 lakh (2011), CAGR of 6% and estimated current (2017) population of 20 lakhs, spreading over an area of 207 sq.kms. The city's population account for 78% of the district population and 6% of Haryana State population. The high population concentration has also resulted in slum growth, with nearly half of the (47%) of its population living in slums. The Draft Master Plan 2031, projects the population to reach 2.4 million by 2021 and almost 4 million people by 2031.

Industries are the main economic base of the city with small-scale commerce. The city region is well known for light engineering, electrical appliances, auto components, and textile industries with about 200 large/medium units and 15,000 small-scale units. Faridabad Industries Association (FIA) is the 9th biggest industrial body in Asia. There are five major industrial associations in Faridabad that play a major role in the industrial development in the region. It is home to hundreds of large-scale national and multi-national companies.

Travel Characteristics and Demand in Faridabad (CMP, 2010)

A significant part of the travel demand in Faridabad is that of intercity travel to / from various locations in Delhi, Gurugram, Noida etc. Findings of CMP (2010) reveal:

Average Per Capita Trip Rate (PCTR)	:	0.95
Modal Split of 35:65	:	for Non-Motorised & Motorised trips respectively
PT share	:	11% of total & 17% of Motorised trips (significantly low share)
Average Passenger Trip length	:	14.26 km (Intercity & Intra city combined)
However, desirable Modal share of PT	:	33% (30%, 31%, 20% as per CMP, MoHUA & NUTP respectively)

Though part of the demand is serviced by intercity bus services operated by Haryana Roadways (HR), there is total absence of an organized public transport for local/intra-city transport in Faridabad. There are no PT services for last mile connectivity to metro commuters. Majority of the intra-city travel needs are addressed by six-seater shared auto rickshaws operated by private owners.

HR operates bus services from its Ballabgarh depot with a fleet size of 312 buses largely deployed on intercity services. However, some of these buses also operate on two city routes connecting Faridabad to Tughlakabad and Badarpur with passenger occupancy of only 30-40% and headway of 30-40 minutes.

Challenges to City Bus Service

Challenges facing provision of City Bus transport in Faridabad are:

- Absence of City Bus route network and operations Plans
- Lack of Physical infrastructure such as bus depots, bus stops and terminals
- Lack of Institutional Framework
- Tariff fixation, structuring and revision mechanism
- Dominance of Other Transport Modes

Need for City Bus Service

Increasing demand for travel and lack of CBS in Faridabad leads to large-scale usage of private vehicles— particularly two wheelers and four wheelers; and shared IPTs –poorly designed, generally overloaded and invariably causing air and noise pollution. Such a modal share also causes congestion on roads, reduces vehicular speeds, increases journey time and leads to wastage of otherwise productive time of commuters.

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Although Metro services a large quantum of commuters between Faridabad and Delhi, absence of last mile connectivity, at Metro stations in Faridabad, forces commuters to use private vehicles either to reach metro stations or to perform their entire trip.

Intra city bus services are required in Faridabad to:

- To provide Feeder services to Metro commuters;
- To improve commuters accessibility to Public Transport;
- To effectively and efficiently provide PT connectivity amongst trip generation and trip attracting locations in and around Faridabad;
- To decongest arterial and sub arterial roads;
- To improve vehicular speeds and reduce journey time;
- To reduce volume of emission levels;
- To minimize noise and air pollution; and
- To enhance safety of travelers and other road users.

There are two types of routes, a) Metro Feeder Bus Services Routes b) Intra City Bus Routes. Indicative details of Routes are provided in the table below. Details of Trips and associated Time Tables for the various Routes shall be provided to the Concessionaire during the operational stage. The Routes, Trips and associated Time Tables are subject to change from time to time based on the discretion of FSCL/Program Manager and the rates quoted by the Bidder shall remain valid for such modified/ new Routes, Trips and associated Time Tables.

Metro Feeder Bus Services Routes

Route No.	Route Via	Route Length (Km)	Metro Station
1	Sarai Metro Station-Mathura Road- Old Sher Shah Suri Road-Main Market Road-Palla Village-Bypass Road-Shastri Nagar-Sector 37- Sarai Metro Station	4.7	Sarai
2	NHPC Chowk Metro Station-DLF Industrial Area-Sector 32-Block 8-Block 16- Mewala Maharajpur Metro- Station-BM Nisan-BMW Showroom -SurajKund Road-Greenfield Colony Block C-Greenfield Colony	9.9	NHPC Metro Station and Mewala Maharajpur
3	Sector 28 Metro Station-Police Line Road-NACEN-Sector 29-Thakur Wada-HBH Colony	4.5	Sector 28
4	Badhkal Mor Metro Station-Sector 19-Shastri Colony-Gopi Colony-Kapoori Colony-Baba Nagar	4.2	Badhkal Mor
5	Badhkal Mor Metro Station-Old Faridabad-Friends Colony-Sector 21-Asian Institute of Medical Sciences-Badhkal Mor	7.9	Badhkal Mor
6	Old Faridabad Metro Station-Daulatabad Village-BarhMohalla-Maharishi Parashar Marg-Sector 17 Market -Lal BhahadurShastri Chowk -ESIC Regional Office-Sector 16 Market-Rural Office	6.9	Old Faridabad
7	Neelam Chowk Ajronda-Sectoe 15-Lal Bahadur Shastri Marg-Friends Colony-Sector 14-Haryana State Complex-sector 15 market	7.5	Neelam chowk Ajronda
8	Bata Chowk Metro Station- NIT 1-NIT 2-NIT 3	11.5	Bata Chowk
9	Bata Chowk Metro Station-SRS Cinemas-Haryana Sports Complex-Sector 12 Courts-Sector 9 Market-Sector 10 & 11	6.9	Bata Chowk and Escorts Mujesar
10	NCB Colony-Chaudhary Charan Singh Marg-Sector 7D-CISF-Sector 7- Sector 6-Dabua Colony-NCB Colony	5.1	NCB Colony
	Total Routes Length (Km)	69.1	

Intra City Bus Routes

Route No.	From	To	Via	Distance (km)
1	Dushera Ground	Tughlakabad	Ankhir, Anangpur	15.7
2	Dushera Ground	Badarpur	BadkhalMor, Shershah Suri Road	14.4
3	Dushera Ground	Ballabgarh	Hardware Chowk, Sanjay Colony	7.1
4	Dushera Ground	Sector 8/9	Hardware Chowk, Sector 10/11	8.2
5	Dushera Ground	Neharpar	Rajiv Chowk	7.5
6	Dushera Ground	Neharpar	Mini Secretariat, Sector 86/87	12.1
7	Neharpar	Ballabgarh	Rajiv Chowk, Labour Chowk, Sector 9/10	15.2
8	Neharpar	Faridabad Rly Station	Rajiv Chowk	4.5
9	Patel Chowk	Patel Chowk	Loop Service	12.7
Total Route Length				97.4
Overlapped Route Length				18.9
Effective Route Length				78.5

2. Bidding Process Overview

2.1. Definitions

- 2.1.1. In this RFQP Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning hereinafter respectively assigned to them:
- 1) **“Bidder”** shall mean a party who is eligible to submit its proposal in accordance with the RFQP Document for the Project and submits the Proposal.
 - 2) **“Bidding Process”** shall mean the single stage competitive bidding process with two envelop system comprising (i) the Technical Submissions and (ii) the Price Proposal.
 - 3) **“Bid Security”** shall mean the earnest money deposit to be submitted along with the Proposal by the Bidder as per the provisions of Clause 4.14.5 of this RFQP Document, Part I - Instructions to Bidders.
 - 4) **“Business Entity”** shall mean either of the following:
 - (i) a company (a public / private limited company, partnership, proprietary firms) in India incorporated under the Companies Act, 1956 or Companies Act, 2013, but excluding companies covered under Section 617 of the Companies Act, 1956 or Section 2(45) of the Companies Act, 2013; or
 - (ii) any Company incorporated outside India under equivalent law.
 - 5) **“Concession Agreement”** shall mean the agreement to be entered into between FSCL and the Concessionaire for the Project.
 - 6) **“Concessionaire”** shall mean the entity with whom Concession Agreement is entered into by FSCL for the execution of the Project package.
 - 7) **“Conflict of Interest”** A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder and as described in Clause 4.13.4 of this RFQP Document, Part I, Instructions to Bidders.
 - 8) **“Consortium”** shall mean the combination of entities coming together for submission of a Proposal and as particularly described under Clause 4.2.1 of the RFQP Document.
 - 9) **“Contract Carriage”** means a motor vehicle which carries a passenger or passengers for hire or reward and is engaged under a contract, whether expressed or implied, for the use of such vehicle as a whole for the carriage of passengers mentioned therein and entered into by a person with a holder of a permit in relation to such vehicle or any person authorised by him in this behalf on a fixed or an agreed rate or sum-
 - a) on a time basis, whether or not with reference to any route or distance; or
 - b) from one point to another, and in either case, without stopping to pick up or set down passengers not included in the contract anywhere during the journey, and includes-
 - i. a maxi cab; and
 - ii. a motorcar notwithstanding separate fares are charged for its passengers and where a Permit has been issued in terms of Section 74 of The Motor Vehicles Act, 1988
 - 10) **“FSCL”** shall mean Faridabad Smart City Limited
 - 11) **“Lead Member”** shall mean a specific member in a Consortium duly nominated as such by all other members of such Consortium.
 - 12) **“Letter of Acceptance”** shall mean the letter issued by the Faridabad Smart City Limited to the Successful Bidder for award of the Project.
 - 13) **“Operator”** shall mean the entity with which FSCL enters into a Concession Agreement for the Project.

- 14) “**Permit**” shall mean a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.
- 15) “**Project**” shall mean undertaking the 90 buses of City Bus Operations by the Concessionaire through a Concession granted by FSCL and as per the terms of the RFQP Document and Concession Agreement.
- 16) “**Proposal**” shall mean the documents received by FSCL from an interested party who is eligible to submit its proposal in response to this RFQP Document for the Project.
- 17) “**Proposal Due Date**” shall mean the time and date specified for submission of Proposal, more particularly detailed under **Appendix 1: Schedule of Bidding Process** of this RFQP Document, Part I- Instructions to Bidders.
- 18) “**Proposal Validity Period**” shall mean the meaning ascribed to it in Clause 4.18.1 of this RFQP Document, Part I- Instructions to Bidders.
- 19) “**Public Service Vehicle**” means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxi cab, a motorcar, contract carriage and stage carriage.
- 20) “**Qualified Bidder**” shall mean a Bidder whose Technical Submissions are found to be responsive and who also meets the qualification criteria in accordance with the Evaluation Methodology set out in the RFQP Document.
- 21) “**RFQP Document**” shall mean the documents set out in Clause 4.9 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- 22) “**Route**” shall mean a specific route used by a stage carriage bus which is a line of travel which specifies the highway or road which may be traversed by a motor vehicle between one terminus and another.
- 23) “**Stage Carriage**” means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or just reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey and where a Permit has been issued in terms of Section 72 of The Motor Vehicles Act, 1988.
- 24) “**Stage Carriage Services**” shall include the public transport services to be provided by the Concessionaire in terms of the Concession Agreement.
- 25) “**Special Purpose Company**” or “**SPC**” shall mean a limited company, as defined and incorporated under the Companies Act, 2013, which is required to be formed for the execution of the Project.
- 26) “**Successful Bidder**” shall mean the Bidder selected for award of the Project.

2.2. Instructions to Bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

2.2.1. Registration of bidders on e-Procurement Portal

All the bidders intending to participate in the tender process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in> . Please visit the website for more details.

2.2.2. Obtaining a Digital Certificate

- a) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- b) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon receipt of the required documents, a digital Certificate can be issued. For more details please visit the e-Procurement Portal <https://etenders.hry.nic.in> .

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- c) The bidder must ensure that he/she complies with the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- d) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- e) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- f) In case of any change in the authorization, it shall be the responsibility of management /partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- g) The same procedure holds true for the authorized users in a private/Public limited company.
In this case, the authorization certificate will have to be signed by the directors of the company.

2.2.3. Pre-requisites for online bidding

In order to bid online on the portal <http://haryanaeprocurement.gov.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.

2.2.4. Online Viewing of Detailed Notice Inviting Tenders

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.

2.2.5. Download of Tender Documents

The tender documents can be downloaded from the e-Procurement portal. RFQP Part I, RFQP Part II and Part III can be downloaded free of cost by the Bidders.

2.2.6. Key Dates

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.2.7. Online Payment of eService fee, EMD/Bid Security & Bid Preparation & Submission (Technical & Commercial/Price Bid)

i. Payment of e-Service fee:

- ii. Rs. 2,000/- (Rupees Two Thousand only) in the form of Demand Draft in favour of “Faridabad Smart City Limited” payable at Preparation & Submission of Online Bids:

Tender documents may be downloaded from e-procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online. **Scan copy of Documents to be submitted/uploaded for Technical bid under online Technical Envelope.** The required documents shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope. **Original copy of Technical bid is to be submitted physically.**

Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

Introduction to the Project

3.1. General

3.1.1. With the aim to promoting public transportation in Faridabad , and also to reduce dependence of public on private vehicles for their travel needs, Government of Haryana (GoH) has decided to introduce a professionally managed city bus service in Faridabad .

3.1.2. In order to provide safe, reliable, clean and affordable city bus service in the city, GoH has formed Faridabad City Transport Services Limited as a company with the specific mandate to plan for and implement the city bus service. The shareholding structure of the Faridabad City Transport Services Limited is as under:

Shareholder	% of share
Municipal Corporation Faridabad (MCF)	51%
Haryana Shehari Vikas Pradhikaran (HSVP)	30%
Haryana State Industrial & Infrastructure Development Corporation Ltd. (HSIIDC)	19%

3.1.3. However, the tender is floated by FSCL, the agency responsible for preparation and implementation of the City Bus Service Project in the Base Project Year. FCTSL as part of its mandate will engage with the bus operators who would be responsible for procuring, deploying, operating and maintaining the city buses upon receiving its Commencement of Business Certificate.

3.1.4. A total of 595 buses are proposed to be deployed in Faridabad over a period of time. It is proposed to stagger the procurement of bus operators and at present 90 buses are to be procured.

3.1.5. This Bidding Process is being undertaken for 90 buses. The operator will be selected through an open, transparent and competitive bidding process.

3.1.6. FSCL now invites Proposals for 90 buses from eligible entities for Operation of City Bus Services in Faridabad under Gross Cost Model for a period of eight (8) years extendable by another two years.

3.1.7. The Concessionaire/operator selected through this process will be required to comply with the provisions of the Motor Vehicles Act, 1988, rules and Permit conditions made thereunder, other relevant statutes and directions of Hon'ble Courts issued from time to time.

3.1.8. Permit for operation of Stage Carriage is issued by competent authority under the Motor Vehicles Act, 1988, for a maximum period of five (5) years only. To meet its obligations under the Concession Agreement, renewal of Permits may be required, for which purpose Concessionaire shall be required to approach the competent authority. FSCL proposes to facilitate such process, in terms of the Concession Agreement.

3.1.9. The Concessionaire would be required to mobilize finances, procure, and undertake the Operation of City Bus Services in accordance with the specifications and standards set out in the RFQP and under applicable laws/ bylaws governing such operations.

3.1.10. An agreement for development, operation, management, financing of the Project ("Concession Agreement") with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between FSCL and the Successful Bidder. The draft Concession Agreement would also provide specific rights towards use of, bus stops, bus depot and bus terminals by the Concessionaire.

3.2. Brief Description of Bidding Process

- 3.2.1 FSCL intends to follow a single stage bidding process with two envelop system (“Bidding Process”) for selection of operator for the Project. This process involves selection of Successful Bidder who is eligible to submit its proposal as specified in this RFQP Document.
- 3.2.2 As part of the Bidding Process, the eligible entities are being called upon through this RFQP to submit their Proposals in hard copy (Technical Submissions) as well as through e-Procurement Portal <https://etenders.hry.nic.in> in accordance with this RFQP Document.
- 3.2.3 Bidders shall submit their Proposal (both Technical Submissions and Price Proposal) online. A hard copy of the Technical Submissions is also required to be submitted in accordance with this RFQP Document.
- 3.2.4 RFQP Document follows a two-step approach comprising:
- Qualification Phase: Shortlisting of Bidders based on qualification criteria (“Shortlisted Bidders”)
 - Proposal Phase: Evaluation of Price Proposals received from the Shortlisted Bidders to identify the successful bidder (“Successful Bidder”)
- 3.2.5 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the Evaluation Methodology set out in this RFQP Document. At the end of this Qualification Phase, FSCL intends to prepare and release a list of Shortlisted Bidders for the Project.
- 3.2.6 Price Proposal of only Shortlisted Bidders shall be opened.
- 3.2.7 The Successful Bidder would then be required to form an SPC which would enter into a Concession Agreement with FSCL, a draft of which is provided as Part– II of this RFQP Document.
- 3.2.8 The schedule of Bidding Process is provided in **Appendix 1: Schedule of Bidding Process** to this RFQP Document.
- 3.2.9 GoI has issued guidelines (see **Appendix 19: Guidelines of the Department of Disinvestment** of RFQP Document) for qualification of Bidders seeking to acquire stakes in any public enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. FSCL shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to submit their Proposal and should give an undertaking to this effect in the form at **Appendix 11: Format of Non-Collusion Certificate**.

4. Instructions to Bidders

A. General

4.1. Scope of Proposal

- 4.1.1. FSCL intends to seek responses to the RFQP Document in the form of proposal (“Proposal”) in terms of Clause 3.1.5
- 4.1.2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Qualification and Proposal (RFQP) Document (hereinafter referred to as the “Evaluation Methodology”) in order to identify the Successful Bidder for the Project (hereinafter referred to as the “Successful Bidder”). The Successful Bidder would then be required to form a Special Purpose Company which would enter into an agreement (hereinafter the “Concession Agreement”) with FSCL as per the draft set forth in Part – II of this RFQP Document and perform the obligations as stipulated therein, in respect of the Project.
- 4.1.3. Terms used in this RFQP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.
- 4.1.4. Pursuant to the release of this RFQP Document, FSCL shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFQP Document and other documents to be provided by FSCL pursuant to this RFQP Document including Appendices thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by FSCL.
- 4.1.5. The Bidding Documents including this RFQP Document and all attached documents are and shall remain the property of FSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. FSCL will not return any Proposal or any information provided along therewith.
- 4.1.6. The Bidders are expected to examine the Bidding Documents in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for undertaking City Bus Operation in Faridabad.
- 4.1.7. The statements and explanations contained in this RFQP Document are intended to provide an understanding to the Bidders about the subject matter of this RFQP Document and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the Concession Agreement or FSCL’s right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFQP Document. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQP Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by FSCL.
- 4.1.8. Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 4.1.9. This RFQP Document is not transferable.

4.2. Eligible Bidders

- 4.2.1. The Bidders eligible for participating in the Request for Qualification and Proposal process shall be (i) a profit making organisations in three years out of preceding five financial years from 2014 to 2018 (for Consortium, it applies to the Lead Member), and (ii) shall be any one of the following:

Type 1: A Business Entity; or

Type 2: A combination of a maximum of three (3) members, comprising one Lead Member who is a Type 1 entity with other members who are Type 1/ Partnership Firm / registered Co-operative Society / individual shall hereinafter be referred as "Consortium".

Notes: (1) For meeting the requirement stipulated in 4.2.1 (i), the Bidder may use its own and/or associate bidder’s financial statements. Alternatively, the Bidder (Lead Member in case of Consortium) may use the financial statements of the Bidder's parent company or its subsidiary where the Bidder holds at least 51% of the common equity of subsidiary company or the Parent Company holds at least 51% of the common equity of the Bidder as on December 31, 2018.

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(2) Shareholding by Lead member shall be minimum 51% and minimum 5% for each of the other members of the Consortium.

- 4.2.2. The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 4: Format for Power of Attorney for Signing of Proposal, authorising the signatory of the Proposal to commit the Bidder.
- 4.2.3. Notwithstanding anything stated elsewhere in these documents, FSCL shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to FSCL. A Bidder may be disqualified if it is determined by FSCL, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by FSCL.
- 4.2.4. A Bidder or member of Consortium which has earlier been barred by Faridabad Smart City Limited/any other entity of Government of Haryana or blacklisted by any state government or central government/department/agency in India from participating in Bidding Process shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in **Appendix 9: Format for Affidavit Certifying that Entity / Directors of Entity are not blacklisted.**
- 4.3. **Additional Requirements for Proposal Submitted by a Consortium**
- 4.3.1. Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.
- 4.3.2. The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 4.3.3. Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at Appendix 4: Format for Power of Attorney for Signing of Proposal authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
- 4.3.4. Proposals submitted by a Consortium should comply with the following additional requirements:
- (a) the number of members in the Consortium would be limited to three (3) including the Lead Member;
 - (b) the Proposal should contain the information required from each member;
 - (c) the Proposal should include a description of the roles and responsibilities of all the members;
 - (d) Members of the Consortium shall nominate one member as the Lead Member;
 - (e) a Bidder who has submitted Proposal in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium under this process;
 - (f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 5: Format for Power of Attorney for Lead Member of Consortium;** and
 - (g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under **Appendix 10: Format for Memorandum of Understanding (MoU)** for the purpose of submission of the Proposal.

The MoU should, inter alia,

- (i) Convey the intent to form a Special Purpose Company (“SPC”) with the shareholding pattern as detailed under Clause 5.4.2. Such SPC shall enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Agreement;
- (ii) clearly outline the proposed roles and responsibilities of each member of the Consortium;
- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
- (iv) clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for disqualification.

4.3.5. Minimum Shareholding Obligation: By submitting the Proposal, the sole Bidder or Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of the Consortium Members such that the Lead Member/Sole Bidder will own at least 51% in terms of Clauses 5.4.1 and 5.4. 2. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid (Clause 4.2.1) minimum shareholding in the SPC and is achieved under and in accordance with the provisions of the Concession Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

4.3.6 Subsequent to 3 (three) years from the COD, the Lead member may change, subject to approval of FSCL, with an equal or a better qualified entity subject to the changed Lead Member committing to hold a minimum equity stake equal to 51% in the Concessionaire and the other members of the Consortium remaining unchanged and continue to hold a minimum equity stake equal to 5% each of Concessionaire till the end of the Concession Period.

4.3.7 Subsequent to 3 (three) years from the COD, other members, either one or both may be replaced by equal or better qualified member(s), with prior approval of FSCL and subject to each one of them holding a minimum equity stake of 5% in the concessionaire and the original Lead member remaining unchanged and continuing to hold a minimum equity stake of 51% in the concessionaire till end of the contract period of 8 years.

4.4. Special Conditions of Eligibility

4.4.1. An entity will be considered for award for a maximum of 200 buses by FSCL out of the total potential of 595 buses either as sole Bidder or as a Member of a Consortium. The present RFQP is for the selection of bus operator to procure and operate 90 buses.

4.5. Incorporation of Special Purpose Company

4.5.1. Whether the Selected Bidder is a single entity or a Consortium, it shall be required to form a Special Purpose Company, incorporated under the Companies Act, 2013 (the "SPC") to execute the Concession Agreement and implement the Project. In case of a single bidder the SPC would be its wholly owned subsidiary company

4.6. Number of Proposals

4.6.1. Each Bidder shall submit only one (1) Proposal in response to this RFQP Document. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

4.7. Proposal Preparation Cost

4.7.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. FSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

4.8. Verification of Documents

4.8.1 FSCL reserves the right to verify all statements, information and documents submitted by the Bidders in response to the RFQP Document. Failure of FSCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of FSCL.

4.9. Contents of RFQP Document

4.9.1. The RFQP Document consists of three Parts as listed below and would include any addenda issued in accordance with Clause 4.11.1.

Part I	Instructions to Bidders
Part II	Draft Concession Agreement
Part III	Bus specifications – 650 mm floor height CNG fuelled Air Conditioned (AC) and Non Air-conditioned (Non AC) Midi buses

4.10. Clarifications by Bidders

- 4.10.1. Bidders requiring any clarification on the RFQP Document may notify FSCL in writing or by email within such date as specified in the Schedule of Bidding Process set forth in Appendix 1: Schedule of Bidding Process. The envelopes / communication shall clearly bear the following identification / title (refer Clause 4.20.6): "Queries/Request for Additional Information: RFQP for Selection of Private Operator for City Bus Operations in Faridabad"
- 4.10.2. FSCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, FSCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring FSCL to respond to any question or to provide any clarification.
- 4.10.3. FSCL may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the FSCL shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by FSCL or their employees, advisors or representatives shall not in any way or manner be binding on FSCL. Any clarifications issued by FSCL will be uploaded on the e-Procurement Portal <https://etenders.hry.nic.in>. Bidders are advised to visit the website regularly to keep themselves updated.

4.11. Amendment of RFQP Document

- 4.11.1. At any time prior to the Proposal Due Date, FSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQP Document by issue of Addenda.
- 4.11.2. Any Addendum thus issued will be uploaded on the e-Procurement Portal <https://etenders.hry.nic.in>. Bidders are advised to visit the website regularly to keep themselves updated.
- 4.11.3. In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, FSCL may, at its own discretion, extend the Proposal Due Date.
- 4.11.4. FSCL may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFQP Document.

4.12. Miscellaneous – Other Provisions

- 4.12.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Faridabad shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.12.2. FSCL, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - retain any information and/or evidence submitted to FSCL by, on behalf of, and/ or in relation to any Bidder; and
 - independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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As part of the Faridabad City Bus Service more than one bidding processes are expected to be undertaken for more buses. The bidding processes shall be separate and the FSCL reserves the right to change amend, delete or modify these bidding processes in terms of process, qualification, evaluation, any other material features or draft Concession Agreement (dCA).

No claim of whatsoever nature shall be admissible towards aforementioned bidding processes which will be undertaken over a period of time, since based on market response, market conditions, government policies and objectives, public good, court guidelines, court directives may require such changes to be made in the bidding processes.

4.12.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Faridabad Smart City Limited, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

4.12.4. Any change in ownership of the Bidder / Successful Bidder, including any material change in the equity holding thereof, shall be subject to the provisions of Clauses 5.4.1 and 5.4.2 of this RFQP Document.

4.13. Disqualification

4.13.1. Even if a Bidder meets the guidelines as set forth in this RFQP Document, FSCL at its discretion can disqualify such Bidder if:

- a) the Bidder has been debarred by any state or central government or government agency in any country; or
- b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or
- c) the Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or
- d) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.

4.13.2. Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof:

- a) made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFQP Document and other Bidding Documents;
- b) received all such relevant information as it has requested from the FSCL;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the FSCL relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the City Bus Operations in Faridabad , undertaking of City Bus Operation in Faridabad in accordance with the Bidding Documents, including the Concession Agreement, and performance of all its obligations hereunder including but not limited to:
 - i. the Routes;
 - ii. existing facilities, depot details and structures;
 - iii. the condition of the roads, traffic conditions, utilities, availability of water and power supply;
 - iv. conditions affecting transportation, access, disposal, handling and storage of the materials; and
 - v. all other matters that might affect the Bidder's performance under the terms of this RFQP Document.

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e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 4.13.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the FSCL or a ground for termination of the Concession Agreement; and

f) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.13.3. The FSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

4.13.4. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the FSCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the FSCL and not by way of penalty for, inter alia, the time, cost and effort of the FSCL, including consideration of such Bidder's Bid (the "Damages"), without prejudice to any other right or remedy that may be available to the FSCL under the Bidding Documents and/or the Contract or otherwise. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process, if they have a relationship with each other directly or through a common entity, that puts them in a position to have access to information about or influence of another Bidder, provided further that this disqualification shall not apply to any ownership by a bank, insurance company, mutual fund, qualified foreign institutional investor, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013; or
- ii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iii. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- iv. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- v. such Bidder, or any Associate thereof has participated as a consultant to the FSCL in the preparation of any documents, design or technical specifications of the Project.
- vi. Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 4.13.4, shall include each Member of such Consortium.
- vii. For purposes of this RFQP, Associate means, in relation to the Bidder/consortium member (the "Consortium Member" or "Member"), a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or a corporation, the power to direct the management and policies of such person by operation of law.

4.13.5. 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 Concession Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement, the FSCL shall reject a Proposal, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the FSCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and

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damages payable to FSCL towards, inter alia, time, cost and effort of the FSCL , without prejudice to any other right or remedy that may be available to the FSCL hereunder or otherwise.

- 4.13.6. Without prejudice to the rights of the FSCL under Clause 4.13.5 hereinabove and the rights and remedies which the FSCL may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the FSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQP Document issued by the FSCL during a period of five years from the date such Bidder or Concessionaire, as the case may be, is found by the FSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.13.7. For the purposes of Clauses 4.13.5 and 4.13.6 above, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the FSCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the FSCL , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Operation of City Bus Services in Faridabad or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the FSCL in relation to any matter concerning the Project;
 - b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the FSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

B. Preparation and Submission of Proposal

4.14.1 Language

The Proposal and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.14.2 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on December 31, 2018. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. FSCL, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

4.14.4 RFQP document

RFQP document can be downloaded from the e-Procurement Portal <https://etenders.hry.nic.in>. The potential Bidders may submit to FSCL their intent to submit proposal by way of notification as set out in Appendix 2: Format of Notification of Intent to Submit Proposal.

4.14.5 Bid Security

The Bidder shall make the Earnest Money Deposit INR. 80 Lakhs (Rupees Eighty Lakh only) in favour of “Faridabad Smart City Limited” and may be in one of the following forms

- a. Demand Draft.
- b. Bankers Cheque
- c. Bank Guarantee from any scheduled Indian bank, in the format given.

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope.

Details of Bank Guarantee would also have to be provided online along with the bid submission. No relaxation of any kind in Bid Security shall be given to any Bidder. If any Bidder fails to submit the Bid Security before proposal due date and time, then the bid will not be considered and will be treated as cancelled without any intimation. Bidders are advised to refer to “Online Payment Guidelines” available at the e-Procurement Portal <https://etenders.hry.nic.in> of Government of Haryana.

- 4.14.6 The Bid Security shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by the FSCL, for any extension in Proposal Validity Period.
- 4.14.7 The Bidder shall furnish as part of its Bid, a Bid Security in the form of an unconditional Bank Guarantee issued from a nationalized bank or any scheduled bank authorised by RBI to undertake government transactions and acceptable to FSCL, in favour of the CEO, Faridabad Smart City Limited having a validity period of not less than 180 days from the Proposal Due Date and may be extended as may be mutually agreed between the FSCL and the Bidder from time to time. In case of the Bank Guarantee, the same shall be as per the format set out in **Appendix 12: Format of Bid Security**. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The FSCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 4.14.8 The Bid Security shall be returned to unsuccessful Bidders on the signing of Concession Agreement with the SPC. The Bid Security, submitted by the Successful Bidder, shall be released:
 - a) upon signing of the Concession Agreement with the SPC; and
 - b) upon furnishing a Performance Guarantee for an amount mentioned in the Concession Agreement by the SPC;

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- 4.14.9 The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages to the FSCL in the following cases:
- a) If the Bidder withdraws its Proposal except as provided in Clause 4.22.1 ; or
 - b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
 - c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 5.12.1; or
 - d) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit or any extension thereof; or
- In case the Selected Bidder, having signed the Concession Agreement, commits any breach therefor prior to the furnishing of the Performance Security; or
- a) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed therefor in the Concession Agreement; or
 - b) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
 - c) If the Bidder fails to comply with the Bidding Process in any manner; or
 - d) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 4.13.5 to 4.13.7 of this RFQP Document; or
 - e) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
 - f) In case the Successful Bidder fails to incorporate an SPC within the stipulated time period as specified in this RFQP Document; or
 - g) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, or the Concession Agreement.
- 4.14.10 Annual Average Assured Kilometres per Bus is planned to be 66,000kms.

4.15. Validity of Proposal

- 4.15.1 The Proposal shall indicate that it would remain valid for a period not less than 180 days from the Proposal Due Date (herein the "Proposal Validity Period"). FSCL reserves the right to reject any Proposal that does not meet this requirement.
- 4.15.2 Prior to expiry of the Proposal Validity Period, the FSCL may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 4.16 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process.
- 4.15.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

4.16. Bidder's Responsibility

- 4.16.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFQP Document will be at the Bidder's own risk.
- 4.16.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- a) made a complete and careful examination of requirements, and other information set forth in this RFQP Document;
 - b) received all such relevant information as it has requested from the FSCL; and
 - c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. all technical and operational details;

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- ii. all other matters that might affect the Bidder’s performance under the terms of this RFQP Document;
- iii. a diligent scrutiny and is in conformity with the terms and conditions of the draft Concession Agreement;
- iv. clearances required to be obtained for the Project; and
- v. Applicable laws and regulations in force in India.

4.16.3 FSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

4.17. Pre-Proposal Meeting

- 4.17.1 To clarify and discuss issues with respect to the Project and the RFQP Document, FSCL may hold Pre-Proposal meeting/s.
- 4.17.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their queries and forward the same to FSCL prior to the meeting in terms of schedule set out in **Appendix 1: Schedule of Bidding Process**. FSCL may, as may be considered acceptable at its sole discretion, amend the RFQP Document based on inputs provided by Bidders.
- 4.17.3 Bidders may note that FSCL will not entertain any deviations from the RFQP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQP Document with all its contents including the terms and conditions of the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 4.17.4 FSCL will endeavour to hold the meeting as per Schedule of Bidding Process. Any change in the details of the Pre-proposal meeting will be communicated by posting on the e-Procurement Portal <https://etenders.hry.nic.in>.
- 4.17.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. FSCL will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.
- 4.17.6 All correspondence / enquiries/ request for clarifications should be submitted to the following in writing by email /post / courier:

KIND ATTENTION	CEO, Faridabad Smart City Limited
SUBJECT	Request for Qualification and Proposal for Selection of Operator for City Bus Operations in Faridabad
ADDRESS	Plot No. 35, Nain Sadan, Sector 20A, Behind EF3 Mall Near Old Faridabad Metro Station Faridabad - 121001(Haryana) Email ID: faridabadsmartcitylimited@gmail.com

4.17.7 No interpretation, revision, or other communication from FSCL regarding this solicitation is valid unless the same is in writing.

4.18. Format and Signing of Proposal

- 4.18.1 Bidders shall provide all the information as per this RFQP Document and in the specified formats. FSCL reserves the right to reject any Proposal that is not in the specified formats.
- 4.18.2 Bidders shall submit their Proposal online through e-Procurement Portal <https://etenders.hry.nic>. (Part 1: Technical Submissions and Part 2: Price Proposal) as well in the form of hard copy (Part 1: Technical Submissions only). It is advised that Bidders may submit their Proposal well in advance of the stipulated time so as to avoid last minute hiccups.

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4.18.3 The Proposal would consist of the following two parts:

Part 1: Technical Submissions (to be submitted online as well as in hard copy form)

- i. Covering Letter cum Undertaking as per **Appendix 3: Format for Covering Letter cum Undertaking** stating the Proposal Validity Period
- ii. Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in **Appendix 4: Format for Power of Attorney for Signing of Proposal**
- iii. In case of Consortium, Power Attorney for designation of the Lead Member of the Consortium as in **Appendix 5: Format for Power of Attorney for Lead Member of Consortium**
- iv. Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in **Appendix 6: Format for Details of Bidder**
- v. Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in **Appendix 7: Format for Financial Capability# of the Bidder**.
- vi. Completed format of Experience of Bidder (in case of Consortium, Experience of all members) as in Appendix 8: Format for Experience of the Bidder, Appendix 8A: Format for Permit Details and Appendix 8B: Guidelines for Providing Information Related to Experience
- vii. Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in **Appendix 9: Format for Affidavit Certifying that Entity / Directors of Entity are not blacklisted**).
- viii. In case of Consortium, Memorandum of Understanding entered into between members as in **Appendix 10: Format for Memorandum of Understanding (MoU)**.
- ix. Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)
- x. Non-Collusion Certificate as per **Appendix 11: Format of Non-Collusion Certificate**.
- xi. Bid Security as per **Appendix 12: Format of Bid Security**
- xii. Operations Plan write-up as per **Appendix 17: Format for Operations Plan**
- xiii. Affidavit as per **Appendix 18: Format of Affidavit**

Part 1: Technical Submissions must NOT contain any pricing/ commercial information.

Part 2: Price Proposal (to be submitted online only)

- i. Price Proposal as per the format set out in **Appendix 13A: Format of Price Proposal**
- ii. Break up of Price Proposal as per format set out in **Appendix 13B: Format of Price Proposal**; and
- iii. Annual Operating Cost as per Appendix 16: Format for Annual Operating Costs

4.18.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

4.18.5 The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page, along with organisation seal. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal. The Proposal shall contain an index in the beginning denoting proposal contents and their respective page numbers.

4.19. Sealing and Marking of Proposal

4.19.1 The Bidder shall seal the hard copy of the Technical Submissions in an envelope, duly marking the envelopes as "TECHNICAL SUBMISSIONS". This envelope shall clearly mention the Tender Reference number.

4.19.2 The envelope shall indicate the name and address of the Bidder (In case of a Consortium the name and address of the Lead Member).

4.19.3 The envelope shall clearly bear the following identification:

“TECHNICAL SUBMISSIONS Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad”

“To be opened by Tender Opening Committee only”

and

“Submitted by Name, Address and Contact no. of the Bidder”

4.19.4 The envelope shall be addressed to and be submitted at the following address:

KIND ATTENTION	CEO, Faridabad Smart City Limited
ADDRESS	Plot No. 35, Nain Sadan, Sector 20 A, Behind EF3 Mall Near Old Faridabad Metro Station Faridabad , Haryana 122001 Tel : +919599780918 Email ID: faridabadsmartcitylimited@gmail.com

- 4.19.5 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. FSCL assumes no responsibility for the misplacement or premature opening of the Proposal submitted.
- 4.20. **Proposal Due Date**
- 4.20.1 Proposals should be submitted on or before the Proposal Due Date and time mentioned in the Schedule of Bidding Process, set forth in in the manner and form as detailed in this RFQP Document. For the purposes of this RFQP Document the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in Appendix 1: Schedule of Bidding Process. Proposals submitted by email will not be acceptable.
- 4.20.2 The FSCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 4.11.
- 4.21. **Late Proposals**
- 4.21.1 Any Proposal received by the FSCL after the Proposal Due Date and time will be summarily rejected. Both the online submissions and hard copy submission must be submitted by the respective Proposal Due Dates.
- 4.22. **Modification and Withdrawal of Proposals**
- 4.22.1 The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by the FSCL before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.
- 4.22.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 4.18 and 4.19 with envelope additionally marked “MODIFICATION” or “WITHDRAWAL” and also “TECHNICAL SUBMISSIONS”.
- 4.22.3 Notwithstanding anything to the contrary contained in this RFQP Document any modification or withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security as mutually agreed genuine pre-estimated compensation and damages in accordance with Clause 4.14.9 of this RFQP Document.

4.23. Confidentiality

4.23.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the FSCL in relation to or matters arising out of or concerning the Bidding Process. The FSCL will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. The FSCL will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power to require its disclosure or is to enforce or assert any claim, right or privilege of the FSCL or defend any claim, action or proceedings against it.

4.24. Clarifications by FSCL

4.24.1 To assist in the process of evaluation of Proposals, the FSCL may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by FSCL, of the request to the satisfaction of the FSCL, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.25. Consultant(s) or Advisor(s)

4.25.1 To assist in the examination, evaluation, and comparison of Proposals, the FSCL may utilise the services of consultant/s or advisor/s.

4.25.2 No entity including the Bidders can hold and the FSCL shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 4.25.1. The final determination as regards the Proposal shall vest with the FSCL.

5. Criteria and Methodology for Qualification and Evaluation

A. General

5.1. Qualification Parameters

5.1.1. The Bidder's competence and capability is proposed to be established by following parameters:

- a) Operational Experience of Bidder, evaluated in terms of past experience of the Bidder.
- b) Financial Capability of the Bidder, evaluated in terms of net worth and net cash accruals of the Bidder.

5.1.2. The Bidder would be required to meet the qualification criteria as detailed in Clause 5.2 and 5.3. A

Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders by the FSCL.

5.2. Operational Experience Criteria

5.2.1. Eligible Experience

5.2.1.1. The following categories of experience would qualify ("Eligible Operational Experience"):

Category 1: Stage Carriage (e.g. bus / mini bus / Rural Transport Vehicle (RTV) operation with requisite valid Permits to operate in India.

Category 2: Contract Carriage (e.g. bus / mini bus / RTV/ cabs/ taxi/ van/ jeep) operations with requisite valid Permits to operate in India.

Category 3: Stage/ Contract Carriage with requisite valid Permits issued by appropriate authority from outside India under equivalent law.

For an operator to qualify as an Eligible Operational Experience, under Category 1, Category 2 and Category 3:

- a) Operational experience shall be considered in terms of Passenger Car Unit (PCU) Years for three (3) years preceding the Proposal Due Date;
- b) Based on Category of experience, relative weights shall be assigned as set out in **Table 5.1**; and
- c) Bidder's experience shall be measured and stated in terms of a score (the "Operational Experience").

Table 5.1: Experience Weight

Category	Measurement Parameter	Experience Weight
Category 1	Stage Carriage operation experience in India	1.00
Category 2	Contract Carriage operation experience in India	0.80
Category 3	Stage Carriage/ Contract Carriage operation experience outside India	0.80

5.2.1.2. Bidder can quote experience in respect of Operational Experience under any one or all categories. In-case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.

5.2.1.3. Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 5.2.

Table 5.2: Type of Vehicle: PCU Factors

Type	PCU Factor
Bus /Midi Bus	3.00
Mini Bus	1.50
RTV	1.50
Car /Cabs	0.60
Taxi / Van / Jeep	0.60

- 5.2.1.4. In case the Bidder has experience in more than one Category, the experience for each Category would be computed and aggregated to arrive at the total Operational Experience.

Experience Score for a given Category (Refer Para 5.2.1.1) = Number of Vehicles * Experience Weight (Refer Table 5.1) * PCU Factor (Refer Table 5.2) * No. of months of operations (for three (3) years preceding the Proposal Due Date) divided by 12 months = XXX PCU Years.

Example for calculating the Calculated Operational Experience is set out in the following Table 5.3.

Table 5.3: Sample Operational Experience Computation Table

Type	No. of vehicles with Permit	PCU Factor for the vehicle	Experience Weight	No of Months in Operation for three years preceding the Proposal Due Date	Total PCU Years ("Operational Experience")
1	2	3	4	5	6 = (2*3*4*5)/12
Category 1					
Bus /Midi Bus	100	3.00	1.00	24	600.00
Mini Bus	10	1.50	1.00	20	25.00
Category 2					
Bus / Midi Bus	10	3.00	0.80	12	24.00
Mini Bus	5	1.50	0.80	8	4.00
Cab	50	0.60	0.80	12	24.00
Taxi	10	0.60	0.80	18	7.2
Van	2	0.60	0.80	5	0.4
Jeep	1	0.60	0.80	6	0.24
RTV	1	1.50	0.80	3	0.30
Operational Experience (Sum of Total PCU Years' Experience)					685.14

- 5.2.1.5. The Bidders must provide the necessary information as per **Appendix 6: Format for Details of Bidder**, Appendix 8A: Format for Permit Details and Appendix 8B: Guidelines for Providing Information Related to Experience.

- 5.2.1.6. Operational Experience for each Bidder shall be calculated based on submissions made by the Bidder. Such Calculated Operational Experience shall be compared with the Minimum Operational Experience Criteria set out in the Table 5.4 below. The Bidder shall be deemed to qualify on Operational Experience Criteria where Calculated Operational Experience is at least equal to or exceeds Minimum Operational Experience Criteria.

Table 5.4: Minimum Operational Experience Criteria

Minimum Operational Experience Criteria	360 PCU Years
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5.2.1.7. Alternative 2 of Financial Capability Criteria: The Operational Experience criteria is not applicable for Bidders who meet Alternative 2 of the Financial Capability Criteria as set out in Clause 5.3.1. Such Bidders, however, must have been in existence for a period of at least 5 years as on the Proposal Due Date as evidenced by their certificate of incorporation and/or commencement of business issued by competent authorities (for Consortium, it applies to all its members including the Lead Member)

5.2.2. Financial Capability Criteria

5.2.2.1. Financial Capability of the Bidders would be evaluated on the basis of the following:

- a) net worth as at the end of the most recent completed financial year (Ref. Appendix 7: Format for Financial Capability# of the Bidder), or
- b) aggregate net cash accruals¹ for the last two (2) completed financial years (Ref. Appendix 7: Format for Financial Capability# of the Bidder)

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

5.2.2.2. The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the Consortium would be considered for evaluating the financial capability) for the last two (2) financial years.

5.2.2.3. In case the annual accounts for the latest completed financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two years preceding the latest completed financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

5.2.2.4. In case the Bidder is a Consortium (Type 2), for the purpose of evaluation, the arithmetic sum of financial parameters criteria of net worth or net cash accrual respectively of all the members should meet the Financial Capability Criteria and the Lead Member must satisfy a minimum of 51% of the aforesaid criteria.

5.3.

A. Evaluation Criteria for Financial Capability

5.3.1. For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:

Legend Description

X : Net worth as at the end of the most recent completed financial year of the Bidder

Y : Aggregate Net Cash Accruals² for the last two (2) completed financial years of the Bidder

Table 5.5: Financial Capability Criteria

Bidder Description	Financial Capability Criteria
Type 1 Bidder (Sole Bidder)	Alternative 1 : Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X
	Or, Alternative 1 : The aggregate Net Cash Accruals of the Bidder for the last two financial years shall be at least equal to Rs. Y
Type 2 Bidder	Alternative 1 : Aggregate Net worth of the Members of the Consortium as at the end of the last financial year shall be at least equal to Rs. X

¹ Aggregate net cash accruals is the total sum of net cash accruals of two financial years

² Aggregate net cash accruals is the total sum of net cash accruals of two financial years.

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(Consortium)	Or
	Alternative 1 : The aggregate Net Cash Accruals of the Members of the Consortium for the last two financial years shall be at least equal to Rs. Y

Alternative 2 (for Type 1 & 2): Net worth of the Bidder or aggregate Net worth of the Members of Consortium as the case may be, as at the end of the last financial year shall be **at least five times** of Rs. X.

OR

Aggregate Net Cash Accruals of the Bidder or aggregate Net Cash Accruals of the Members of Consortium as the case may be, for the last two financial years shall be **at least five times** of Rs. Y.

5.3.2. **Financial Capability Criteria are as set out below:**

Table 5.6: Financial Capability Criteria

Net Worth # (Rs. in Millions)	Net Cash Accruals # (Rs. in Millions)
X	Y
180	180

suitably rounded off to the nearest integer number (for more or equal to 0.5, next higher integer number and for less than 0.5, lower integer number shall be used)

5.3.3. For the purpose of analysis and evaluation, figures from the latest two audited annual financial statements would be considered.

5.4. Evaluation Criteria for a Consortium

5.4.1. In case the Bidder is a Consortium, for the purpose of evaluation, Lead Members' Financial Capability (Net worth or Net Cash Accruals) should be at least 51% of the capability criteria as stipulated in this Section 5.

5.4.2. The Lead Member shall commit to hold a minimum equity stake equal to 51% in the SPC for the entire duration of the project.

5.5. Other Conditions for Qualification

5.5.1. Subject to exception set out in Clause 5.2.1.7, a Bidder is required to meet Operational Experience Criteria as well as Financial Capability Criteria to be short listed.

5.5.2. FSCL reserves the right to set out different qualification criteria, terms of Concession Agreement, type of buses or any other material condition in the balance buses which it may bid out in future.

5.5.3. A Bidder who has quoted minimum KCR (Kilometre Charge Rate per bus Km) and refuses, repudiates or otherwise withdraws from signing of Concession Agreement or, in case Concession Agreement is signed by both the parties, from proceeding with the Project, then such Bidder shall be disqualified from participating in remaining City Bus Operation buses of the Faridabad City Bus Services in terms of Clause 4.13 besides any other action that FSCL may take.

B. Evaluation Methodology

5.6. Opening of Proposal

FSCL shall open the **“Part I: Technical Submissions”** on the Date and Time as provided in Appendix 1: Schedule of Bidding Process or at an appropriate time on the extended date as may be notified, at the venue specified below:

Chief Executive Officer,
Faridabad Smart City Limited,
Plot No. 35, Nain Sadan,
Sector 20 A, Behind EF3 Mall

Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

Near Old Faridabad Metro Station

Faridabad, Haryana 122001

Tel: +919599780918

Email ID: faridabadsmartcitylimited@gmail.com

The above submissions shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.

- 5.6.1. The following information shall be announced at the Proposal opening and recorded:
- a. Bidders' names; and
 - b. Particulars of the Bid Security.
- 5.6.2. FSCL shall intimate Bidders in case of any change in the date or venue of opening of "Part I" of the Proposal.
- 5.6.3. Proposals marked "WITHDRAWAL" accompanied by a valid notice of withdrawal submitted in accordance with Clause 4.25 shall not be opened. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal. If the withdrawal envelope does not contain a valid notice signed by the Authorised Signatory of the Bidder, the corresponding Envelopes marked "MODIFICATION" shall be opened and read with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further in the Bidding Process.
- 5.6.4. Any information contained in the Proposal shall not in any way be construed as binding on the FSCL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.7. Test of Responsiveness
- 5.7.1. Prior to evaluation of Proposals, FSCL will determine whether each Proposal is responsive to the requirements of the RFQP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:
- a) It is received by the Proposal Due Date(s) (both online submissions as well as hard copy submissions).
 - b) It is signed, sealed, and marked as stipulated in Clause 4.21 and 4.22.
 - c) It contains the information and documents as requested in the RFQP Document.
 - d) It contains information in formats specified in the RFQP Document and other Bidding Documents.
 - e) It mentions the Proposal Validity Period as set out in Clause 4.18.
 - f) It provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by FSCL without communication with the Bidder). FSCL reserves the right to determine whether the information has been provided in reasonable detail.
 - g) There are no inconsistencies between the Proposal and the supporting documents.
 - h) It is accompanied by the Bid Security as set out in Clause 4.16.
 - i) It is in accordance with the other provisions of this RFQP.
 - j) Conforms to all terms, conditions of the RFQP without material deviation or reservation.
 - k) Does not affect in way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
 - l) It does not contain any condition or qualification.
 - m) It is accompanied by the Power(s) of Attorney specified in Clause 4.3.3, as the case may be.

n) It is not non-responsive in terms hereof.

5.7.2. A Proposal that is responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

a) which affects in any way, the scope, quality, or performance of the Project, or

b) which limits in any way, inconsistent with the RFQP Document, FSCL's rights or the Bidder's obligations under the Concession Agreement, or

c) which would affect unfairly the competitive position of other Bidders presenting responsive bids.

5.7.3. FSCL reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by FSCL in respect of such Proposals.

5.8. Evaluation of Technical Submissions

5.8.1. As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Part I, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQP Document. The FSCL reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 5.7.

5.8.2. Based on evaluation of Technical Submissions, FSCL would release a list of Bidders who meet the qualification criteria set out in this RFQP Document.

5.8.3. A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.

5.8.4. FSCL shall intimate a date for opening of Price Proposals to all Shortlisted Bidders and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, FSCL shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.

5.9. Evaluation of Price Proposal

5.9.1. In Stage II, the Price Proposals of all the Bidders who pass the Stage I evaluation will be opened in the presence of the Bidders' representatives who choose to attend. Bidders' representatives attending the Price Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.

5.9.2. The Proposal of the Bidders for the Project would be evaluated based on Payment by FSCL to Bidder on KCR (Kilometre Charge Rate per bus Km) in terms of the Concession Agreement (hereinafter referred as "KCR")

5.9.3. The Bidder quoting the lowest KCR (hereinafter referred as "Lowest KCR"), payable by FSCL to the Bidder, shall be declared as the Preferred Bidder.

5.9.4. In the event that two or more Bidders quote the same Lowest KCR, FSCL may:

i. Declare the Bidder with higher Operational Experience in terms of PCU Years as the Preferred Bidder; or,

ii. For bidders qualifying under alternative 2, declare the Bidder with higher Net worth (if both bidders qualified on the basis of net worth or one qualified on the basis of net worth and the other qualified on the basis of net cash accruals) as the Preferred Bidder; or,

iii. For bidders qualifying under alternative 2 (net cash accruals), declare the Bidder with higher Net cash accruals (if both bidders qualified on the basis of net cash accruals) as the Preferred Bidder; or,

iv. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

5.9.5. FSCL may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

5.9.6. Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, FSCL shall declare the Preferred Bidder as the Successful Bidder.

5.10. Notification

- 5.10.1. FSCL will notify the Successful Bidder by facsimile/email and by a letter in the format set out in Appendix 14: Format for Draft Letter of Acceptance (“Draft Letter of Acceptance”) that its Proposal has been accepted.

5.11. FSCL’s Right to Accept or Reject Proposal

- 5.11.1. FSCL reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.
- 5.11.2. FSCL reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFQP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 5.11.3. FSCL reserves the right to reject any Proposal if:
- a) at any time, a misrepresentation is made or uncovered;
 - b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;
 - c) one or more of the pre-qualification conditions have not been met by the Bidder;
 - d) the Bidder has made a misrepresentation or such material misrepresentation is uncovered;
 - e) the Bidder has a Conflict of Interest which affects the Bidding Process;
 - f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
 - g) there is a change in ownership/control of the Bidder, where it is a Consortium, which is contrary to the terms of this RFQP Document, including the Concession Agreement.
- 5.11.4. This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.
- 5.11.5. If such disqualification / rejection occur after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then the FSCL reserves the right to:
- a) invite the next lowest Bidder for discussions/ negotiations on the basis of the Price Proposal submitted by such Bidder; or
 - b) invite fresh Price Proposals from the Bidders; or
 - c) take any such measure as may be deemed fit in the sole discretion of FSCL, including annulment of the bidding process.
- 5.11.6. Based on the outcome of Clause 5.11.5, FSCL retains the right to declare such Bidder as the Preferred Bidder for the Project.
- 5.11.7. Proposals shall be deemed to be under consideration immediately after they are opened until such time the FSCL makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means the FSCL and/or their employees/ representatives on matters relating to the Proposals under consideration.
- 5.11.8. In case it is found after the issue of the LOA or signing of the Concession Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that:
- a) one or more of the pre-qualification conditions have not been met by the Bidder;
 - b) the Bidder has made a misrepresentation or such misrepresentation is uncovered;
 - c) the Bidder has a Conflict of Interest which affects the Bidding Process;
 - d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
 - e) there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, including the Concession Agreement.
- 5.12. Then the LOA or the Concession Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFQP Document, be liable to be terminated by a communication in

writing by the FSCL to the Successful Bidder without the FSCL being liable in any manner whatsoever to the Successful Bidder or Concessionaire, as the case may be. In such event, the FSCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable and effect of the FSCL, without prejudice to any other rights or remedy that may be available to the FSCL. 5.12. Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement

- 5.12.1. On the basis of evaluation of Proposal, FSCL shall issue a Letter of Acceptance (LOA) to the Successful Bidder. Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to FSCL the Acknowledgement Letter in the format set out in

Appendix 15: Format of Acknowledgement of Letter of Acceptance. In the event the

Acknowledgement of Letter of Acceptance duly signed by the Selected Bidder is not received by the stipulated date, the FSCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the FSCL on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 5.12.2. The Successful Bidder shall form an SPC, incorporated under the Companies Act, 2013, and through the SPC shall execute the Concession Agreement within thirty (30) days of the issue of LOA or such time as indicated by FSCL.

- 5.12.3. FSCL will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Concession Agreement with the Successful Bidder.

5.13. Performance Security

- 5.13.1. The Successful Bidder shall furnish Performance Security equal to 10% of annual payments due to the Concessionaire (Base Kilometre Charge Rate (KCR) x assured kms operation by the fleet during the year) by way of an irrevocable Bank Guarantee issued by a nationalized bank or any scheduled bank authorised by RBI to undertake government transactions and acceptable to FSCL or Fixed Deposit Receipt (FDR) in favour of “CEO, Faridabad Smart City Limited”, as required under the Concession Agreement.

- 5.13.2. Failure of the Successful Bidder to comply with the requirements of Clause 5.12.2 or Clause 5.13.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the FSCL reserves the right to:

- a. either invite the next lowest Bidder to match the Price Proposal of the said Successful Bidder, or
- b. take any such measure as may be deemed fit in the sole discretion of the FSCL, including annulment of the Bidding Process.

Appendix 1: Schedule of Bidding Process

FSCCL would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Date of release of tender notice	Refer to Bid Summary Section
2	Last date for submission of written Queries for clarifications	
3	Date & Time of Pre-Proposal Meeting	
4	Release of Response to Pre-Proposal Queries	
5	Last date and time for submission of Online Proposals (Proposal Due Date)	
6	Last date and time for submission of hardcopy of Technical Submissions	
7	Date and time for submission of original Bid Security	
8	Date and time of opening of Technical Proposals	
9	Date of opening of Price Proposals	

Appendix 2: Format of Notification of Intent to Submit Proposal

[On the Letter head of the Bidder (Lead Member in case of Consortium)]

Date:

To

Chief Executive Officer,
Faridabad Smart City Limited,

Plot No. 35, Nain Sadan,
Sector 20 A, Behind EF3 Mall
Near Old Faridabad Metro Station,
Faridabad, Haryana 122001

Tel:
+919599780918

Dear Sir,

Re: Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

The undersigned hereby confirms that we have downloaded all the Parts (Part I, Part II and Part III) of the Request for Qualification and Proposal (RFQP) Document for the captioned project and conveys its intention to submit a Proposal for the project.

.....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note: Bidders may submit to FSCL their intent to submit proposal by way of this notification

Appendix 3: Format for Covering Letter cum Undertaking

[On the Letter head of the Bidder (Lead Member in case of Consortium)]

Date:

To,

Chief Executive Officer,

Faridabad Smart City Limited,

Plot No. 35, Nain Sadan,

Sector 20 A, Behind EF3 Mall

Near Old Faridabad Metro Station,

Faridabad, Haryana 122001

Tel:

+919599780918

Dear Sir,

Re: Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

We have read and understood the Request for Qualification and Proposal (RFQP) Document in respect of the Project provided to us by Faridabad Smart City Limited (FSCL). We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal with the details as per the requirements of the RFQP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to the FSCL any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the FSCL to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the FSCL.
 - (b) I/ We do not have any conflict of interest in accordance with Clause 4.13.4 of the RFQP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.13.7 of the RFQP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the FSCL or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 4.13.5 to 4.13.7 of the RFQP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the project, without incurring any liability to the Bidders, in accordance with Clause 4.12.2 of the RFQP Document.
10. I/We declare that we satisfy and meet the requirements as specified in the RFQP Document and eligible to submit a Proposal in accordance with the terms of this RFQP Document.
10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of any [other] Consortium submitting a Proposal for the Project.
11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
13. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribed equity share capital.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification; we shall intimate the FSCL of the same immediately.
15. We acknowledge that all members shall continue to hold the minimum shareholding of the Concessionaire Equity Capital under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the FSCL being liable to us in any manner whatsoever.
16. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the FSCL forthwith.
17. We understand that the Consortium shall incorporate a Company under the Companies Act, 2013 prior to execution of the Concession Agreement.
18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the FSCL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 4.13.2 and 4.19.2 of the RFQP Document). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the FSCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
21. The KCR has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQP Document; draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
22. I/We confirm our having submitted the Bid Security of Rs. 80, 00,000 (Rupees Eighty Lakhs only) to the FSCL in accordance with the RFQP Document. The component of Bid Security required in the form of a Bank Guarantee as per RFQP is attached.
23. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Proposal is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFQP Document.

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- 25. I/We agree to keep and confirm that our Proposal is valid up to _____ (180 days from Proposal Due Date).
- 26. We hereby agree and undertake that notwithstanding any qualifications or 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 the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFQP Document provided to us.

Dated thisDay of, 2018.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note: On the Letterhead of the Bidder or Lead Member of Consortium.

TO BE SIGNED BY THE LEAD MEMBER, IN CASE OF A CONSORTIUM.

Appendix 4: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid in response to the RFQP for **Selection of Private Operator for City Bus Operations in Faridabad** , including signing and submission of all documents and providing information / responses to Faridabad Smart City Limited ("FSCL"), representing us in all matters before FSCL, and generally dealing with FSCL in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____ (Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Appendix 5: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

**Power of Attorney
(To be executed by all the members of the Consortium)**

Whereas the Faridabad Smart City Limited (“FSCL”) has invited proposals from interested parties in response to the RFQP for **Selection of Private Operator for City Bus Operations in Faridabad** (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification and Proposal (RFQP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member), M/s and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with FSCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with FSCL.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated thisDay of2018

.....

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Appendix 6: Format for Details of Bidder

1. (a) Name
(b) Country of incorporation/registration³
(c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India (d) Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of individual/s who will serve as the point of contact / communication with Faridabad Smart City Limited :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number : (h) Mobile Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number : (h) Mobile Number :
5. In case of a Consortium:
 - (a) the information above (1-4) should be provided for all the members of the consortium.
 - (b) information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		
3.		

³Documentary proof of registration.

Appendix 7: Format for Financial Capability# of the Bidder

(Equivalent in Rs. Millions)

Bidder*	Net Worth	Net Cash Accruals		
		Year 1 (From ---- to ----)	Year 2 (From ---- to ----)	Total
Sole Bidder				
		OR		
Lead Member of Consortium				
Other member 1				
Other member 2				
Total				

#The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary will be considered for computation of the Financial Capability of the Bidder where the Bidder holds at least 51% of the common equity of subsidiary company or the Parent Company holds at least 51% of the common equity of the Bidder as on December 31, 2018.

- * Any Bidder being a Type 1 Bidder should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.
- * In case the Bidder is a Consortium, Lead Member must satisfy the conditions with regard to Financial Capability as stated Clause 5.2.2.4.
- * Sum of the Net worth and aggregate net Cash Accruals respectively of all members as stated Clause 5.2.2.4, provided the above conditions are satisfied

General Instructions:

1. Net Cash Accruals = (Profit After Tax + Depreciation)
2. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
3. The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 is the financial year 2016-17, then Year 2 shall be the year immediately preceding Year 1.
4. The Bidder shall provide complete set of the **audited annual financial statements complete with schedules, notes to accounts, auditor's report**. Failure to do so would be considered as a nonresponsive Proposal.
5. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
6. Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report and income tax returns shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.

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7. In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.
8. In case of Individuals: Net Worth of Individuals shall be equal to net wealth which is the aggregate value, computed under Wealth Tax Act, 1957.
9. Sole Bidder/ Lead Member of the Consortium (for the combined Net Cash Accruals / Net Worth of the Consortium) to submit certificate from its Statutory Auditor for Net Cash Accruals / Net Worth computation.

Appendix 8: Format for Experience of the Bidder

S. No	Name of the Bidder	Type of Vehicle ⁴	No of Vehicles with Permit	PCU Factor	Category Experience Weight	Number of Months in Operation (for three years preceding the Proposal Due Date)	Total PCU Years Experience
1	2	3	4	5	6	7	7 =(4*5*6*7)/12
1	Sole Bidder						
	OR						
2	Lead Member						
3	Other Member 1						
4	Other Member 2						

Notes:

- The Bidder should provide details of only those Permits that are issued in its own name or in the name of the subsidiary entity (i.e. the Bidder should hold at least 51% of the common equity of subsidiary Company the as on December 31, 2018) or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on December 31, 2018).
- Project experience of the Bidder's associate company (who is not a member of the Consortium) will not be considered for computation of the total operational experience.
- Any Bidder consisting of a single entity should fill in details as per the row titled Sole Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.
- Bidder to compute the score by using applicable Experience Weight and PCU Factor set out in Table 5.1 and Table 5.2 in Clause 5.2.1.1 of RFQP Part I.

⁴ Refer Clause 5.2.1.1 for details

Appendix 8A: Format for Permit Details

	Refer Instruction	(Bidder to fill up the Details here)
Name of the Entity ⁵		
Name of the Permit Holder		
Permit (Copy of Permit to be attached)		Copy of Permit to be attached
Address		
Type of Vehicle		
Registration Number of the regular vehicle		
Maximum no of Passengers can carry at one time		
Period of Validity		
Date of Expiry		
Route of the Area		
Months of Operation		

Instructions

1. Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 8. Along with this, Bidder needs to furnish copy of each permit.
2. A separate sheet should be filled for each vehicle type.
3. Refer Clause 5.2.1.1 for Category and Table 5.2 for PCU factors for the vehicle type.
4. In-case of foreign companies/ operations outside India, endorsement from Indian Embassy from the country of operation (from where such permit was issued) should be provided.
5. It may be noted that in the absence of any one of the documents, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Operational Experience.

⁵ Name of Sole Bidder, Lead Member or Other Member who has the Vehicle

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Appendix 8B: Guidelines for Providing Information Related to Experience

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8 and 8 A, and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project⁶.

1. The Bidder shall provide a certificate from its Statutory Auditor in the format given below: This is to certify that _____ (Name of the Bidder) has the following Operational Experience

S. No	Name of the Bidder	Type of Vehicle ⁷	Vehicle Registration Number	Issuing Agency	PCU Factor	Category Experience Weight	Number of Months in Operation for three (3) years preceding the Proposal Due Date
1							
2							
3							
4							
5							

Signature of the Statutory Auditor of the Bidder

Name of the Partner

Name of the Statutory Auditor Firm/ Company

Registration Number of the Partner

Address of the Statutory Auditor

Phone Number of the Statutory Auditor Firm/ Company

Fax Number of the Statutory Auditor Firm/ Company

⁶ Refer Clause 5.2.1.5 of the RFQP Document

⁷ Refer Clause 5.2.1.1 for details

Appendix 9: Format for Affidavit Certifying that Entity / Directors of Entity are not blacklisted

(On a Stamp Paper of relevant value)

AFFIDAVIT

I/We M/s. (Sole Bidder / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Faridabad Smart City Limited or blacklisted by any state government or central government / department / agency in India, either individually or as member of a Consortium as on the Proposal Due Date.

We further confirm that we are aware that as per Clause 4.13, our Proposal for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFQP Document at any stage of the Bidding Process or thereafter during the Concession Agreement period.

Dated thisDay of, 2018

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person Note: To be executed separately by all the Members in case of Consortium

Appendix 10: Format for Memorandum of Understanding (MoU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____day of _____ 2018 at _____ among _____ and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the

Second Part _____ (and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Third Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Faridabad Smart City Limited ("FSCL"), has invited Proposals in response to the Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad , (“Project”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Company (“SPC”) with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Concession Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as specified in the RFQP Document.
3. That M/s _____, M/s _____, and M/s. _____ who are Members of the Consortium commit to hold the equity stakes in the SPC which are in line with the requirements of RFQP Document.
4. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document, if qualified the RFQP Document and the Concession Agreement that will be executed if the Project is awarded to us.
5. That the Parties shall carry out all obligations and responsibilities in terms of the Concession Agreement.
6. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
7. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.
8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project.
9. That this MoU shall be governed in accordance with the laws of India and courts in Faridabad shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party

Witness:

Appendix 11: Format of Non-Collusion Certificate

Non -Collusion Certificate

(On the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2018

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person Note: To be executed by all the Members in case of Consortium.

Appendix 12: Format of Bid Security

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as the “**Guarantor**”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

Chief Executive Officer, FARIDABAD SMART CITY LIMITED, (hereinafter referred to as the “**FSCL**”), having its office at Plot No. 35, Nain Sadan, Sector 20A, Behind EF3 Mall, Near Old Faridabad Metro Station, Faridabad , Haryana 122001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns.

WHEREAS

- A. M/s _____⁸, a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as the “**Bidder**”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for undertaking City Bus Operations in Faridabad (hereinafter referred to as the “**Project**”).
- B. In terms of Clause 4.16 of Part I of the Request for Qualification and Proposal Document dated — — issued in respect of the Project (hereinafter referred to as the “**RFQP Document**”) the Bidder is required to furnish to FSCL an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ Only) (*type appropriate amount*) as part of Bid Security.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to FSCL an amount not exceeding Rs. _____ (Rupees _____ Only) (*type appropriate amount*), within five (5) days of receipt of a written demand from FSCL calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 4.16 of Part I of the RFQP Document.
- b) Any such demand made on the Guarantor by FSCL shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of FSCL is disputed by the Bidder or not.
- d) This Guarantee shall be unconditional and irrevocable and remain in full force for a period of 12 months or for such extended period as may be mutually agreed between FSCL and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

⁸ In case of Consortium, incorporate names and addresses of all the Consortium members.

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- f) In order to give full effect to this Guarantee, FSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFQP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by FSCL against the Bidder or any indulgence shown by FSCL to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of FSCL or any indulgence by FSCL to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____

Bank by the hand of Mr. _____

its _____ and authorised official.

Appendix 13A: Format of Price Proposal

Date:

To

Chief Executive Officer
Faridabad Smart City Limited
Plot No. 35, Nain Sadan,
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station,
Faridabad, Haryana 122001

**Re: Request for Qualification and Proposal for Selection of Private Operator
for City Bus Operations in Faridabad**

We are pleased to submit our Price Proposal for undertaking Operation of City Bus Services in Faridabad for _____. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) Document including the draft Concession Agreement and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents.

We hereby declare that there are no deviations from the stated terms in the RFQP Document.

Sr. No.	Bus Type	Quantity (Nos)	Quoted Rate Rs. / Km (Exclusive of GST)	GST (as percentage of quoted rate) if any applicable
1	BS IV compliant CNG fuelled Non-air conditioned 650 mm floor height midi buses	50		
1	BS IV compliant CNG fuelled air conditioned 650 mm floor height midi buses	40		

excluding applicable GST and cess (if any)

.....
Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.
- In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Appendix 13B: Format of Price Proposal- Break up of Price Proposal

Date:

To

Chief Executive Officer

Faridabad Smart City Limited

Plot No. 35, Nain Sadan,

Sector 20A, Behind EF3 Mall

Near Old Faridabad Metro Station,

Faridabad, Haryana 122001

Re: Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

We are pleased to submit our Price Proposal for undertaking Operation of City Bus Services in Faridabad for _____. We have reviewed all the terms and conditions of the Request for Qualification and Proposal (RFQP) Document including the draft Concession Agreement and undertake to comply, observe and abide by all the terms and conditions set out in the aforesaid documents.

We hereby declare that there are no deviations from the stated terms in the RFQP Document.

Per KM Charge (Separately for BS IV CNG fuelled AC & Non-AC 650 mm floor height Midi buses)							
Sr. No.	Symbol	Item	Non-AC 650 mm floor height Midi Buses		AC 650 mm floor height Midi Buses		
			Rate (Rs. Per bus KM)	Item rate as %age of total rate per bus KM	Rate (Rs. Per bus KM)	Item rate as %age of total rate per bus KM	
1	F	Fixed Costs					
2	a	Depreciation:					
3	i	Bus complete with all fitments and accessories,					
4	ii	Depot-- complete plant and equipment, fixtures and fitments, accessories, etc.					
5	b	Insurance of buses and other assets if any					
6	c	Motor vehicle taxes (not varying with quantum of operations)					

Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

Per KM Charge (Separately for BS IV CNG fuelled AC & Non-AC 650 mm floor height Midi buses)						
Sr. No.	Symbol	Item	Non-AC 650 mm floor height Midi Buses		AC 650 mm floor height Midi Buses	
			Rate (Rs. Per bus KM)	Item rate as %age of total rate per bus KM	Rate (Rs. Per bus KM)	Item rate as %age of total rate per bus KM
7	d	Cost of Staff (drivers, repair and maintenance, security, administration, etc.)				
8	e	Cost of funds (Interest on borrowed funds taken as life cycle annual average + Return on equity)				
9	f	Cost of utilities (water, electricity, sewer system, etc.) and other overheads				
10	Ft	Total fixed costs (Ft)=(Fai+Faii+Fb+Fc+Fd+Fe+Ff)				
11	V	Variable costs:				
12	a	Fuel and Lubricants				
13	b	Repair and Maintenance cost of buses, its aggregates, Air conditioning system of buses, depot plant and equipment, depot facilities etc. (excludes staff costs already considered above)				
14	c	Any other costs (to be named)				
15	Vt	Total variable costs = Vt Vt = (Va++Vb+Vc)				
16	Ct	Total Cost (Ct) or Base Rate = Fixed (Ft) + Variable (Vt) costs=Ct=Ft+Vt				
17	G	GST, if any (will not be considered for price comparison between different bids) @-----% of quoted rate				

excluding applicable GST and cess (if any)

Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

.....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the Lead Member, in case of a Consortium.*
- *In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*

Appendix 14: Format for Draft Letter of Acceptance

(To be issued by Faridabad Smart City Limited)

Date:

To

Authorised Signatory of the Successful Bidder

Dear _____,

Subject: Letter of Acceptance for Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} (“**SB**”) by the Proposal Due Date (_____) in response to the Request for Qualification and Proposal (“**RFQP**”) Document (along with the amendments made thereafter) released by Faridabad Smart City Limited (“**FSCL**”) on ____ {date of release of RFQP Document}.
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by Faridabad Smart City Limited (“**FSCL**”) for this purpose.
3. Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}
4. Faridabad Smart City Limited (“**FSCL**”), is now pleased to inform that SB has been selected as the Successful Bidder for 90 buses as per the Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad _____.
5. This letter is intended to convey Faridabad Smart City Limited (“**FSCL**”)’s acceptance, subject to the terms & conditions specified in the RFQP Document and conditions set out in the Concession Agreement to be executed within thirty (30) days from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted an **KCR** of Rs _____ (Rupees _____) per bus km charge rate
6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.
7. Further, you are also requested to comply, within thirty (30) days from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:
 - (a) To incorporate an SPC in terms of Clause 4.5.1 of the Request for Qualification and Proposal,;
 - (b) Execution of the Concession Agreement;
 - (c) Furnish a Performance Security of the sum of Rs. _____ (Rupee _____), in terms of the RFQP/draft Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with Faridabad Smart City Limited (“**FSCL**”). Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Concession Agreement. Yours truly,

Chief Executive Officer,
Faridabad Smart City Limited
Faridabad, Haryana

Appendix 15: Format of Acknowledgement of Letter of Acceptance

(To be issued submitted by Successful Bidder to Faridabad Smart City Limited)

Date:

To

Chief Executive Officer,

Faridabad Smart City Limited,

Plot No. 35, Nain Sadan,

Sector 20 A, Behind EF3 Mall

Near Old Faridabad Metro Station,

Faridabad, Haryana 122001

Tel:

+919599780918

Subject: Acknowledgement of Letter of Acceptance – Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

We are pleased to acknowledge the Letter of Acceptance issued by Faridabad Smart City Limited (FSCL) vide their letter Ref. _____ dated _____ for the Selection of Private Operator for City Bus Operations in Faridabad.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within thirty (30) days from the date of the issuance of LOA:

1. Incorporate an SPC, as required
2. Execute the Concession Agreement
3. Furnish a Performance Security of the amount of Rs. _____ as per the terms of the RFQP/Concession Agreement
4. Further, we confirm that :
 - 4.1 the SPC/ Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the FSCL or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The FSCL makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the FSCL in this regard.
 - 4.2 We acknowledge and hereby accept the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para above and hereby acknowledge and agree that the FSCL shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members or any person claiming through or under any of them.

.....
Name of Successful Bidder/Lead Member

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the Lead Member, in case of a Consortium.

Appendix 16: Format for Annual Operating Costs

Sr. No.	Bus Type	Quantity (Nos)	Annual Operating Costs Quoted for Annual Assured Kms (Exclusive of GST)
1	BS IV compliant CNG fuelled Non-air conditioned 650 mm floor height midi buses – Intra-city services	50	
2	BS IV compliant CNG fuelled air conditioned 650 mm floor height low midi buses –Metro feeder services	40	

Appendix 17: Format for Operations Plan

Bidder shall provide the Operations Plan consisting of the following:

Sr. No.	Description
A.	Operations Planning and Methodology
A1	Operational Philosophy
A2	MIS Plans
A3	Drivers Recruitment and Retention Plan
B.	Manpower Planning
B1	Management Team
B2	Operations Team
B3	Maintenance Team
C.	Investment Planning
C1	Potential sources of funds
C2	Financial structure
D.	Maintenance Planning
D1	Preventive Maintenance Plans
D2	Regular Capital Investment Planning
E.	Induction Planning
E1	Planning for introduction of buses
E2	Bus Procurement Plan
F.	Operations Control Planning
E1	Efficiency : Management of time controls for efficient operations
E2	Quality Control : Management of maintenance, cleaning etc for providing quality services

Appendix 18: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, _____ son of _____ resident of _____ having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as under:

That whereas, I have submitted a proposal in response to the Request for Qualification and Proposal for Selection of Private Operator for City Bus Operations in Faridabad issued by Faridabad Smart City Limited (FSCL) (the “Project”)

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any information requested by the FSCL to verify any pertinent information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be required by the FSCL.

The undersigned also understands that furnishing of false information could result in disqualification of his company (the Consortium, in case Bidder is a Consortium) for the Project, and if so awarded, FSCL shall withdraw the LOA or terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated thisDay of, 2018

.....Name of the Bidder

.....Signature of the Authorised Person

.....Name of the Authorised Person

Note:

- To be executed separately by all the Members in case of Consortium.

Appendix 19: Guidelines of the Department of Disinvestment

APPENDIX – V¹²

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

¹² These guidelines may be modified or substituted by the Government from time to time.

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- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India