

UDAIPUR SMART CITY LIMITED

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Notice Inviting E-Tender 10 / 2017-18

Nit No.: USCL/dev{ }/2017-18/ E_10

Date:- 22-09-2017

The USCL invites online tenders in two envelop system i.e. one eligibility bid and other financial bid from the specialized agencies dealing with, for the following work:

S No	Name of Work	Estimated Cost (Rs. in Lacs)	Bid Security	Tender Fee	Period of completion	Publish date & Start date of downloading of Bid documents	Pre-bid Meeting Date and Time	Last date of submission of on-line bids	Last date & time of submission of depositing documents in hard copy as stated under	Date of opening of technical bids
				Processing Fee pay to M.D. RISL, Jaipur						
1	Operation & Management of Bus Services in Udaipur	2000.00	4000000/-	5,000/-	84 months (7 Years)	22.09.17 from 11:00 A.M.	06.10.17 (up to 03:00 P.M.)	25.10.17 (up to 06:00 P.M.)	26.10.17 up to 03:00 P.M.	26.10.17 at 04:00 P.M.
				1,000/- Processing Fee						

Earnest money and cost of tender documents shall be deposited through RTGS/ NEFT in the account of Smart City Udaipur having account no. 004994600000301 with YES Bank, Ground & First floor, "Goverdhan Plaza" 29 N.N. Acharya Marg, Udaipur branch (IFSC code YESB0000049). The unique transaction reference of RTGS/ NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid". The financial bid shall be submitted online only. Hard copies of documents related to eligibility bid and UTR of EMD/ cost of tender documents shall however also be submitted to USCL, Municipal Corporation Udaipur. The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.

- 1- Detailed NIT & BID documents can be seen at the websites <http://sppp.rajasthan.gov.in/> & <http://eproc.rajasthan.gov.in> and may be downloaded and uploaded free of cost from <http://eproc.rajasthan.gov.in>.
- 2- Any subsequent addendum / corrigendum shall be published only at the websites <http://sppp.rajasthan.gov.in/> & <http://eproc.rajasthan.gov.in>


Chief Executive Officer
Udaipur Smart City Limited

प्रतिलिपी :-

1. प्रबन्ध निदेशक, राजस्थान सम्वद, सूचना एवं जन सम्पर्क विभाग परिसर, शासन सचिवालय, जयपुर को प्रेषित कर निवेदन है कि उपरोक्त निविदा का प्रकाशन :-
 1. एक क्षेत्रीय दैनिक समाचार पत्र 50 हजार प्रतियों से अधिक परिचालन वाले उदयपुर संस्करण में,
 2. एक राज्य स्तरीय समाचार पत्र जयपुर एवं उदयपुर संस्करण में,
 3. एक अखिल भारतीय स्तर के हिन्दी अथवा अंग्रजी (जो उपलब्ध हो) समाचार पत्र के दिल्ली, मुम्बई, कोलकाता, बेंगलुरु संस्करण में प्रकाशित कराने का श्रम करावें।
2. प्रबन्धक ओसवाल डाटा प्रोसेसर, प्रथम तल, नगर निगम, परिसर, उदयपुर को वेब साईट पर प्रकाशित करने हेतु।


Chief Executive Officer
Udaipur Smart City Limited



Udaipur Smart City Limited
National Competitive Bidding (Single stage two parts)
for

Procurement, Operation & Management of Bus
Services in Udaipur, Rajasthan

Request For Proposal

BID No: **E- 10 /2017-18**

September 22, 2017

Chief Executive Officer
Udaipur Smart City Limited, Udaipur

Bidding Document

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Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
	Bus Floor heights in mm	Maximum floor height 900 mm with inclusion of variants of having floor height of 400 mm& 650mm	
	Definition of low floor area	“Low floor area shall not be less than 50% of the total saloon area (excluding front wheel boxes and driver’s cab) and shall not be ramped in the longitudinal plane”	
1	Propulsion system	ICE. electrical, hybrid, fuel cell	
2	Fuel-options	Fuel to be compatible with propulsion system & prescribed emission norms	
3	Engine	Fuel compatible engine	
3.1	Engine HP sufficient to provide :		
a	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be minimum 75 kmph	
b	An acceleration (meter/sec)	≥ 0.8	
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5	
d	Maximum speed	Geared maximum speed without speed limiter to be minimum 75 kmph	
e	Grade ability from stop at GVW	17%	
f	Rated HP / torque preferably at lower rpm/rpm range	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
g	Power requirements for Air conditioning system, ITS etc.	Required	
3.2	Emission norms	BS III/BS IV/latest as applicable	
3.3	Engine management	Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, engine % load (torque), diagnostic message (engine specific)	
3.4	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0° to 50°C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.	
3.5	Engine location	Optional	
3.6	Transmission		
a	Automatic with torque convertor. Neutral during stops	Purchaser to select any one transmission system. However, rear engine buses to have either automatic or automated manual transmission system only. (any bus delivered after 1st April, 2015 will mandatorily have either automatic or automated manual transmission system)	
b	Automated manual		
c	Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear		
d	Mounting	Column or floor Optional	
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)	
5	Clutch (where applicable)	Dry, single plate, power assisted operation	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations	
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights	
6	Steering system	Hydraulic power steering	
7	Suspension system	Optional (air suspension/independent/parabolic/weveller)- irrespective of the type of suspension, floor level of bus should not go beyond maximum floor height (any bus delivered after 1st April, 2015 will mandatorily have air suspension or superior)	
7.1	Front		
7.2	Rear		
7.3	Kneeling (mm) applicable in case of air suspension (required only for 400 mm floor height buses)	60 mm entry/exit side severally & collectively	
7.4	Anti roll bars /stabilizers ¹	Both front and rear	
7.5	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear	
7.6	Controls (optional)	Electronically controlled air suspension system	
8	Braking system	Dual circuit full air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disk brake in front)	
8.1	Anti skid anti brake locking system (ABS)	As per CMVR	
8.2	Electronic controls (optional)	√	
9	Electrical system	12/24 ² volt DC	24 volt DC

¹ Optional in case of independent suspension

² 24 Volt mandatory after April 2015

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
9.1	Batteries:	Low maintenance type lead acid batteries for 12/24 V (as applicable) system- performance as per BIS:14257-1995(latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.	
9.2	Self Starter	12/24V ²	24V
9.3	Alternator	12/24V ²	24V
9.4	Electrical wiring & controls -type	As specified separately under ITS specifications	
10	Speed limiting device (optional):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit	
11	Tyres	Steel radial tube-less. Size and performance as per CMVR	
12	Fuel tank	Capacity of diesel fuel tank/ CNG cylinders adequate to enable bus operation of up to 250 km between consecutive fillings	
	Fuel tank location	Optional	
13	Bus characteristics		
13.1	Bus dimensions in mm		
a	Overall length (over body excluding bumper)	≤ 7000	≤ 9400
b	Overall width (sole bar/floor level- extreme points)	≤ 2200	≤ 2500
c	Overall height (unladen-at extreme point)	3300 (maximum)	3800 (maximum)
d	Wheel-base	≥ 3000	≤ 5000
i	Front overhang	As per CMVR	
ii	Rear overhang	As per CMVR	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
13.2	Turning circle radius (mm)-minimum	As per CMVR	
13.3	Floor height above ground (mm) - maximum	900/650/400	900/650/400
13.4	Clearances (mm)		
a	Axle clearance (mm)	Minimum 190 mm	
b	Wheel area clearance (mm)	> 220 mm for parts fixed to bus body & > 170 mm for the parts moving vertically with axle.	
c	Minimum ground clearance (un-kneeled) at GVW	Within the wheelbase not less than 240 mm.	
13.5	Angles (degrees)		
a	Angle of approach (unladen)	Not less than 8.0°	
b	Angle of departure (unladen)	Not less than 8.5°	
c	Ramp over angle (half of break-over angle)	Minimum 4.8°	
14	Bus Gates/Doors		
14.1	Entry exit gates with doors		
a	Operating mechanism	Electrically/Electro pneumatically controlled	Electro pneumatically controlled
b	Maximum opening closing time in seconds per operation	4	
c	Positions of door controls	As per AIS 052	
d	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory	
14.2	Front service doors - near side:	√	√

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
a	Door aperture (without flaps) in mm	As per AIS 052	
b	Clear door width (fully opened) in mm	As per AIS 052	
c	Door height in mm	As per AIS 052	
d	Positioning front service gate	As per AIS 052	
e	Number of gates minimum.	1	
14.3	Rear service doors (near side): where provided	Optional and at the discretion of purchaser	
a	Door aperture (without flaps) in mm	As per AIS 052	
b	Clear door width (fully opened) in mm	As per AIS 052	
c	Door height in mm	As per AIS 052	
d	Positioning rear door with respect to centre line of rear axle.	As per AIS 052	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle or front edge of gate 1500 mm behind centre line of rear axle
e	Number of gates	1	
14.4	Applicable for BRTS		
14.5	Applicable for BRTS		
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:		
a	Stepped type entry	400	400
b	No step entry/level entry (maximum)	900/650/400	900/650/400
14.7	Maximum height (mm) of other steps		
a	if door ahead of rear axle	250	250

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
b	if door behind rear axle	300	300
14.8	Ramp for wheel chair at the gates	Sunken type wrap over (manually operated) ramp, for wheel chair of PwDs, fitted on floor at gate in front of PwD seat anchorage. Suitable design mechanism for 650/900mm floor ht considering that floor level of bus stops are at 400mm	
a	Dimensions	As applicable for 14.8	
b	Material		
c	Load carrying capacity		
d	Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm		
e	Device to lock wrapped up ramp		
f	Kneel ramp control: (applicable in reference of clause 7.3)	Kneeling arrangement for kneeling on left side severally and combined. Kneeling up to 60mm	
g	Requirement for passenger with limited mobility	√	
i	Wheel chair anchoring - minimum for one wheel chair	√	
ii	Priority seats - minimum 2 seats	√	
iii	Stop request- on every pillar	√	
h	Emergency doors / exits or apertures (numbers)	As per AIS 052	
	Dimensions in mm	As per AIS 052	
i	Door closing requirements for bus movement	Bus could move only after door closing completed	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
i	Power operated service door - construction & control system of a power operated service door be such that a Passenger is unlikely to be injured/trapped between the doors while closing.	As per AIS 052	
ii	Door components	As per AIS 052	
iii	Door locks/locking systems/door retention	As per AIS 052	
iv	Door hinges	As per AIS 052	
15	Bus body		
15.1	Design type approval	As per Annexure-3	
15.2	Bus structure - materials specifications etc	Material to be decided by the manufacturer OR as per the tender specifications issues by purchaser. Other requirements as per bus body code. Material should fulfil strength etc. requirements indicated under Annexure-3	
15.3	Insulation		
a	Roof structure/body	Material to be decided by the manufacturer OR as per the tender specifications issues by purchaser. Other requirements as per bus body code. Material should fulfil strength etc. requirements indicated under Annexure-3	
b	Engine compartment		
15.4	Aluminium extruded sections for:		

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
		Aluminium extrusion IS 733/1983 or better	
a	Rub rail		
b	Decorative moulding		
c	Wire cover		
d	Wearing strip		
e	Foot step edging		
f	Panel beading		
g	Window frame		
h	Roof grab rail brackets		
15.5	Floor type / materials etc		
a	Type of floor	As per AIS 052	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches
b	Type of floor	Applicable only for BRTS	
c	Steps on floor	No steps except those necessary on near side gates or in rear side for rear engine buses	No steps except those necessary on near side gates or in rear side for rear engine buses
d	Steps on floor	N/A	
e	Maximum floor slope	As per AIS 052	
f	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
		gms/cc conforming to IS 3513(Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000(IS15061:2002),	
g	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy	
15.6	Safety glasses and fittings:		
a	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1)	
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1)	
b	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at centre & curved at corners IS 2553 (Part-2)-1992/latest.	
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1)	
c	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS 2553 (Part-2)-1992/latest.	
d	Glass specifications	Toughened glass IS 2553 (Part-2)-1992/latest	
	Glass thickness:	Minimum 4.0 mm	4.8-5.3 mm
e	Window & other glasses - material specifications, thickness etc	Toughened as per IS 2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness	
f	Safety glass	As per AIS 052/ CMVR	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
		Mini Buses	Midi buses
	Bus characteristics		
g	Rear view mirrors	As per AIS 052	
15.7	Seating and gangway etc		
15.7.1	Passenger seating's for ordinary type-1 buses	As per AIS 052	
a	Seat layout in the low floor area	As per AIS 052	
b	Seat layout in the higher floor area		
c	Seat area/seat space per passenger (width*depth) mm	400*350	
d	Seat pitch - minimum in mm	As per AIS 052	
e	Minimum backrest height-from floor to top of seat/headrest	As per AIS 052	
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052	
	Seat back rest height in mm	350	375
f	Torso angle (degrees)	Minimum 12 ^o	
g	Seat materials	'PPLD/LDPE' moulded AIS 023 & bus code for performance	
h	Seat frame structure material where required:	Frame structure of ERW steel tube	
i	Free height over seating position in mm	More than 800	
	Seat base height:	As per AIS 052	
j	Clearance space for seated Passenger facing partition mm	As per AIS 052	
k	Seat back / Pad material / Thickness: (optional)	Polyurethane foam IS15061:2002, 30± 5 mm (padding is optional)	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
	Type:	MDI moulded IS 5509	
	Upholstery:	Pile Fabric/Jekard 0.7-1mm thickness	
l	Area for seated passengers (sq. mm.):	400*350	
m	Area for standee passengers (sq. mm.):	As per AIS 052	
n	Number of seats including one for wheel chair	13-22	23 - 34
o	Number of standees (calculation As per AIS 052)	As per AIS 052	
p	Seats side facing location	Not suggested except on wheel arches	
q	Seat back rest	Fixed	
r	Seat belts & their anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)	
s	Performance & strength requirements of:	√	
i	Driver seat	As per AIS 023	
ii	Passenger seats	As per AIS 023	
15.7.2	Gangway:		
a	Minimum interior head room (centre line of gangway) in mm	1750 mm for standee type & 1500 mm for non standee type	1900 mm including that in the rear overhang area.
i	At front axle:	As per AIS 052	
ii	At rear axle:		
iii	Other areas		

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
b	Gangway width (mm) from gates to longitudinal space between rows of seats (access to service doors)	(Refer figure-1) minimum 600 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge. In case of front engine buses, clear passage available between front seat row and engine should not be less than 400 mm.	
c	Gangway width (mm) in longitudinal space between rows of seats	As above	
d	Gangway width (mm) in longitudinal space between rows of seats (rear of rear edge of the rear door in RE bus)	As above	
e	Driver's working space	As per AIS 052	
	Driver's seat	As per AIS 023 & AIS 052	
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052	
a	Corrosion prevention treatment	As per clause 3.17 of AIS 052	
	Internal surfaces of structural members		
	External surfaces of structural members		
	After drilling holes / welding		
	Inter metallic galvanic corrosion prevention		
b	Primer coating		
c	Painting:		
16	Electricals		

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
16.1	Electrical cables:	BIS marked, copper conductors with fire retardant as per IS/ISO: 6722:2006 as per appropriate class. Conductor cross-section varying as per circuit requirements, min cross-section 0.5 sq mm. Quality marking may also be as per equivalent or better European, Japanese, US standards	
16.2	Conductor cross section	As above and suitable to carry rated current (Japanese auto standard JASO D0609-75 AV)	
16.3	Safety requirements of electrical	As per AIS 052	
a	Fuse	As per AIS 052 - fuse of rated current 1.5 times the load current of electrical equipment. Necessary in every electrical circuit	
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	As per AIS 052 - Isolation switch required for each such circuit	
c	Location of cables away from heat sources	As per AIS 052 - Required for each such circuit	
d	Type approval of circuit diagram as per standards related to electric equipments/wiring	As per AIS 052 - Required for all items	
e	Cable insulation with respect to heat	As per AIS 052	
f	Battery cut - off switch (isolator switch):	Heavy-duty type capable of carrying & interrupting total circuit load. 1 each near battery/driver	
16.4	Wind screen wiper:	Electrically operated with two wiper arms & blades, wiper motor heavy duty steel body with minimum 2-Speed operation wiping system as per CMVR/ BIS 7827 part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011	
a	Wiper motor:	Variable speed with time delay relay as per AIS 011	
b	Wiper arm/blade:	As per AIS 019/AIS 011	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
		Mini Buses	Midi buses
	Bus characteristics		
16.5	Driver cabin fan	1 number, 200mm fan as per provision of CMVR, matching interiors	
16.6	Lighting - internal & external and illumination	As per AIS 052	
16.7	Illumination requirements/performance of:		
a	Dash board tell tale lighting/control lighting	As per AIS 052 & bulbs tested for photometry as per IS 1606:1996	
b	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 with illumination level of ≥ 100 lux & ≤ 200 lux	
c	Passenger area lighting - luminous flux of all lamps for Passenger area lighting	As per AIS 052 with illumination level of ≥ 100 lux and ≤ 150 lux	
17	ITS enabled bus	As specified separately under ITS specifications	
18	Safety related items:		
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type 3 point mounting as per CMVR & AIS 052.conforming to AIS 005&015.	
18.2	Passengers seat belt:	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)	
	Number:		
18.3	Driver/Passenger/Wheelchair seat belt anchorage		
18.4	Fire extinguisher:	As per AIS 052	
18.5	First aid box:	1 number, as per provision of CMVR	
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant of aluminium tubing. 32 mm dia, 3 mm thick.	
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
18.8	Stanchions:	Vertically fitted, aluminium tubing with colour contrasting and slip resistant. 40 mm dia & 3.15 mm thick. Rest As per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored (refer figure-2).	
18.9	Bells for Passenger convenience	High visibility bell pushes shall be fitted at a height of 1.2 meter on all alternate stanchions. These would assist PwDs	
18.10		Left Blank	
18.11	Window guardrails:	As per AIS 052. An additional guard rail in the rear part of bus in view of raised seating.	
a	In all school buses - minimum numbers.		
b	In all other buses - minimum numbers.		
c	In AC super deluxe buses		
d	Other details:		
i	First guard rail at a height from window sill in mm		
ii	The distance between two guard rails in mm		
18.12	Entrance/Exit Guard/Step well guard:	800 mm minimum height extending \geq 100mm more than centre line of sitting position of the Passenger.	
18.13	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR	
18.14	Front/rear door, step well lights, door open sign	Incandescent bulb/LED as per AIS 008	
18.15	Mirrors right/left side exterior/interior:	Convex as per AIS 001 & 002. Interior with double curvature	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
		Mini Buses	Midi buses
	Bus characteristics		
18.16	Towing device front /rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type	
18.17	Warning triangle	As per AIS 052/CMVR	
18.18	Fog lighting	As per AIS 052/CMVR	
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system	
	Impact strength for bumpers	Meet requirements of Para 6.3.1 of AIS 052	
19	Miscellaneous items/requirements		
19.1	Windows		
a	Type of window	Sliding type window panes except AC bus	
b	Minimum height of window aperture (clear vision) ³	≥ 500 mm	≥ 950 mm
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052	
d	Minimum width of windows (clear vision zone)	As per AIS 052	
19.2	Cabin luggage carrier	As per AIS 052	
19.3	Life cycle requirements of bus (whichever is earlier)	12 years or 10,00,000 km	
20	Air conditioning system - test procedure for type approval		
20.1	Specifications	a) For up to 42°C of saloon temperature and b) > 42°C of saloon temperature	

³ Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
20.2	Target results	a) $24 \pm 4^{\circ}\text{C}$ (Up to 42°C) b) Temperature gradient of 15° ($> 42^{\circ}\text{C}$ of saloon temperature) eg. If the saloon temperature is 45° , then the target temperature inside the bus is $45^{\circ} - 15^{\circ} = 30^{\circ}$	
20.3	Apparatus	Lab condition and heating chamber	
20.4	Procedure	1. Soak for 1 hour 2. At 2000 rpm 3. Upto 42°C : pull down time 30 minutes (maximum)(for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level	
20.5	Air curtains on entry /exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding / alighting of Passenger with min air flow of 1000 ± 50 m /hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc	Required	
21	Additional requirements		
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab	

Bus specifications for Mini and Midi urban buses (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Mini Buses	Midi buses
		Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment;	
21.2	Maximum noise levels inside the saloon (irrespective of AC, Non-AC/fuel type/engine location)-test procedure as per AIS020	84 dba (to be achieved a maximum noise level of 81 dba from 1 st April 2015 onwards)	
22	Fuel efficiency requirement	While tendering purchaser may take into account the higher weightage for more fuel efficient vehicle under standard test conditions	



UDAIPUR SMART CITY LIMITED

Telephone: 0294-2421255, Email: mc_udaipur@rediffmail.com

DETAILED NOTICE INVITING BID (NIB)


NIT No: 10 / 2017-18

Udaipur Smart City Limited invites online unconditional tenders under Single Stage two envelope system are invited through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders as per criteria mentioned in bid document, for **Operation & Management of Bus Services in Udaipur** for Udaipur City Transport Services Limited. Udaipur Smart City Limited has agreed to manage the bid process on behalf of Udaipur City Transport Services Limited.

Name & Address of the Procuring Entity	Name: Mr. Sidharth Sihag, Chief Executive Officer Address: Udaipur Smart City Limited, Udaipur
Subject Matter of Procurement	Operation & Management of Bus Services in Udaipur
Bid Procedure	Single-stage: Two Part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Selection Method	Highest Monthly Premium or Least Monthly Grant
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	sppp.rajasthan.gov.in eproc.rajasthan.gov.in
Fees	RFQ document fee: Rs. 5,000 (Rupees Five Thousand only) in Demand Draft in favour of "Chief Executive Officer, Udaipur Smart City Limited" payable at Udaipur, Rajasthan or shall be deposited through RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301 with Yes Bank Limited, Ground & First Floor, "Goverdhan plaza" 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC) RISL Processing Fee: Rs. 1,000 (Rupees one thousand only) in BC/Demand Draft in favour of

	“Managing Director, RISL” payable at “Jaipur” or shall be deposited through RTGS/ NEFT in the account of Udaipur Smart City Limited having account number 004994600000301 with Yes Bank Limited, Ground & First Floor, “Goverdhan plaza” 29 N N Acharya Marg, payable at Udaipur, Rajasthan (IFSC Code YESB0CMSNOC)
Bid Security and Mode of Payment	Amount: Rs. 40,00,000/- (INR Forty Lakhs only) Mode of Payment: Banker’s Cheque/Demand Draft drawn on any Scheduled Commercial Bank or Bank Guarantee as per Bid document.
Period of on-line availability of Bidding Documents (Start / End Date)	From: 22-09-2017, 11.00 AM to : 25-10-2017, 06:00 PM
Pre-bid Meeting	Date/ Time 06-10-2017 at 03:00 PM Place: Udaipur Smart City Limited, Udaipur (Municipal Corporation Udaipur, Town Hall Link Road, Udaipur (Rajasthan))
Manner, End Date for submission of Bids	Manner: Online at e-Proc website http://eproc.rajasthan.gov.in End Date: 25-10-2017 (up to 06:00 P.M.)
Submission of original Banker’s Cheque/ Demand Draft for Bid Document cost, Bid Security, Bid Processing Fee & other documents listed herein after	26-10-2017 till 03:00 PM
Date & Time of Technical Bid Opening	Date: 26-10-2017 Time: 04:00 PM
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 days from the bid submission deadline
Note:	
1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD / Banker’s Cheques / BG (if applicable) for RFP Document Fees, RISL Processing Fees and Bid Security should be submitted physically in original at the office of Udaipur Smart City Limited, Udaipur by time and date mentioned above as prescribed in bid document and scanned copy of same should also be	

- uploaded along with the technical Bid/ cover.
- 2) In addition to above, the following original documents should also be submitted physically in the Udaipur Smart City Limited, Udaipur office by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid
 - ii. Power of Attorney for appointing authorized representative
 - iii. Joint Venture Agreement (if applicable)
 - iv. Proof of Registration in AA class as required
 - 3) Any subsequent addendum/corrigendum shall be published only at the websites www.sppp.raj.nic.in & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
 - 4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
 - 5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
 - 6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.
 - 7) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
 - 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
 - 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
 - 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.


(Sidharth Sihag) IAS
Chief Executive Officer
Udaipur Smart City Limited,
Udaipur

Section-I : Instructions to Bidders

INSTRUCTION TO BIDDERS

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2012” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Law shall prevail.

1. General			
1.1	Scope of Bid	1.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS, issues this Bidding Document for the procurement of works as named in the BDS and as specified in Section V, Procuring Entity’s Requirements.
1.2	Interpretation	1.2.1	Throughout this Bidding Document: the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. If the context so requires, singular means plural and vice versa; and “Day” means calendar day
1.3	Code of Integrity	1.3.1	Any person participating in the procurement process shall,- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; iv. not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; vi. not obstruct any investigation or audit of a procurement process; vii. disclose conflict of interest, if any; and viii. disclose any previous transgressions with any

Section I: Instruction to Bidders

			Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.
		1.3.2	<p>Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> i. have controlling partners/ shareholders in common; or ii. receive or have received any direct or in direct subsidy from any of them ;or iii. have the same legal representative for purposes of this Bid; or iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or v. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or vi. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or vii. the Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.
		1.3.3	The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
		1.3.4	Breach of Code of Integrity by the Bidder:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in

Section I: Instruction to Bidders

			<p>case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</p>
1.4	Eligible Bidders	1.4.1	<p>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association.</p> <p>In the case of a Joint Venture, Consortium or Association:- all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</p>
		1.4.2	<p>A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or an eligible country declared as such by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services.</p>
		1.4.3	<p>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</p>
		1.4.4	<p>A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity.</p>

		1.4.6	<p>i Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p> <p>iii The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stakeholder must agree to abide by all terms and conditions of the Contract.</p>
		1.4.7	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.4.8	In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empanelled or registered Bidders.
		1.4.9	Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.
		1.4.10	Bidder shall have to be got registered with the GST and shall submit the clearance from Sales Tax department of the state government up to 30-6-2017. He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.
2. Contents of Bidding Document			

Section I: Instruction to Bidders

2.1	Sections of the Bidding Document	2.1.1	<p>The Bidding Document consists of Parts I, II and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</p> <p>Part I: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms</p> <p>Part II: Contract Section V. Draft Contract, to be signed between UCTL and Selected Contractor</p>
		2.1.2	<p>The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document.</p>
		2.1.3	<p>i. The Bidding Document shall be uploaded on the e-procurement portal, eproc.rajasthan.gov.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, sppp.rajasthan.gov.in. The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.</p>
		2.1.4	<p>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.</p>
		2.1.5	<p>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.</p>
2.2	Clarification of Bidding Document and Pre-Bid Conference	2.2.1	<p>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring</p>

Section I: Instruction to Bidders

			Entity's address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1 [Deadline for Submission of Bids]. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document.
		2.2.2	The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity.
		2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the date of Pre-Bid Conference.
		2.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.
		2.2.5	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		2.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

Section I: Instruction to Bidders

2.3	Amendment of Bidding Document	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.
		2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal and newspapers.
3. Preparation of Bids			
3.1	Cost of Bidding	3.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		3.1.2	The Bidder shall furnish the scanned attested copies of following documents with its Bid:- <ul style="list-style-type: none"> i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm. ii. GST registration certificate and VAT/Sales Tax clearance certificate up to 30-6-2017 from the concerned Commercial Taxes Officer and Permanent Account Number (PAN) given by the Income Tax Department. iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship. iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid. v. Where permitted to bid as Joint Venture, Consortium or Association, letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture, Consortium or Association.
3.2	Language of	3.2.1	The Bid, as well as all correspondence and

Section I: Instruction to Bidders

	Bid		documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
3.3	Documents Comprising the Bid	3.3.1	The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately.
		3.3.2	The Technical Bid/ Proposal shall contain the following : i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10; iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11; iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; v. documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; vi. Drawings/ designs in support of the Works to be executed; vii. the Notice Inviting Bids; viii. any other document as per the BDS; and ix. document/s considered necessary to strengthen the Bid submitted.

Section I: Instruction to Bidders

		3.3.3	The Financial Bid/ Price Proposal shall contain the following : Financial Bid and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the BDS.
3.4	Bid Submission Sheets and Price Schedules	3.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
		3.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms].
3.5	Bid Prices	3.5.1	<p>i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>ii. In case of Percentage Rate Contracts, combined single percentage above or below must be quoted by the Bidder for all items of the Bill of Quantities.</p> <p>iii. In case of Lump Sum Contracts, only Total Price which the Bidder wants to charge for the entire Works with all its contingencies in accordance with drawings and specifications shall be quoted by the Bidder. A Schedule of Rates shall be specified in the Bid Data Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Bid Data Sheet.</p>
		3.5.2	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the

Section I: Instruction to Bidders

			performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the adjustment shall be treated as zero.
		3.5.3	All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder.
3.6	Currencies of Bid.	3.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.
3.7	Documents Establishing the Eligibility of the Bidder	3.7.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]; if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or intended JV shall authorize an individual/ partner in one of the firms as lead partner of the JV to act and commit all the partners of JV for the Bid.
3.8	Documents Establishing the Qualifications of the Bidder	3.8.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria].
3.9	Period of Validity of Bids	3.9.1	Bids shall remain valid for 180 days or the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.9.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period.

Section I: Instruction to Bidders

			A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.
3.10	Bid Security	3.10.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS.
		3.10.2	Bid Security shall be 2% of the value of the Works indicated in the NIB. For bidders registered with the Procuring Entity.
		3.10.3	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS/ net banking, if permitted.
		3.10.4	In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section IV [Bidding Forms].
		3.10.5	Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		3.10.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		3.10.7	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		3.10.8	Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.10.3. The Procuring Entity shall respond promptly to such a request.

		3.10.9	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		3.10.10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security].
		3.10.11	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed; v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors].
		3.10.12	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

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		3.10.13	The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the execution of agreement for procurement and Performance Security is furnished by the successful bidder; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted.
		3.10.14	The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter in to an Agreement to form a legally constituted JV after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted.
3.11	Format and Signing of Bid	3.11.1	All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid.
4. Submission and Opening of Bids			
4.1	Sealing and Marking of Bids	4.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.raj.nic.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.
		4.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.

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4.2	Deadline for Submission of Bids	4.2.1	Bids shall be submitted electronically only up to the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.
4.3	Withdrawal, Substitution and Modification of Bids	4.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids].
		4.3.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.9.[Period of Validity of Bids] or any extension thereof.
4.4	Bid Opening	4.4.1	The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present.
		4.4.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		4.4.3	The Bidders may choose to witness the electronic Bid opening procedure online.
		4.4.4	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids.
		4.4.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding

			Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		4.4.6	<p>First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.</p> <p>Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as "MODIFICATION Technical Bid" shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.</p>
		4.4.7	<p>All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. whether proof of payment of Bid Security or Bid

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			<p>Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed;</p> <p>iv. any other details as the Bids opening committee may consider appropriate.</p> <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p>
		4.4.8	<p>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p>
		4.4.9	<p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>
		4.4.10	<p>After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids.</p>
		4.4.11	<p>The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document.</p>
		4.4.12	<p>The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their</p>

			representatives who choose to be present at the address, date and time specified by the Procuring Entity.
		4.4.13	<p>All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.</p>
		4.4.14	<p>The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>
5. Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	<p>Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p>
		5.1.2	<p>Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.</p>

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		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
5.2	Clarification of Technical or Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
5.3	Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
5.4	Nonmaterial Non conformities in Technical or Financial Bids	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.

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		5.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		5.4.3	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non- conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	<p>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
		5.5.2	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

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5.6	Preliminary Examination of Technical or Financial Bids	5.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.
		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided :</p> <ul style="list-style-type: none"> i. Bid is signed, as per the requirements listed in the Bidding documents; ii. Bid has been sealed as per instructions provided in the Bidding documents; iii. Bid is valid for the period, specified in the Bidding documents; iv. Bid is accompanied by Bid Security or Bid securing declaration; v. Bid is unconditional and the Bidder has agreed to give the required performance Security; vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules]; vii. written confirmation of authorization to commit the Bidder; viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and ix. other conditions, as specified in the Bidding Document are fulfilled.
5.7	Responsiveness of Technical or Financial Bids	5.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].
		5.7.2	<p>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would-</p> <ul style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or ii. limits in any substantial way, inconsistent with

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			<p>the Bidding Document ,the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Procuring Entity's Requirements have been met without any material deviation, reservation, or omission.
		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
5.8	Examination of Terms and Conditions of the Technical or Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or reservation.
5.9	Evaluation of Qualification of Bidders in Technical Bids	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.
5.10	Evaluation of Financial Bids	5.10.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive

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		5.10.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.10.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors]; iii. adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4.3 [Nonmaterial Nonconformities in Bids], if applicable.
		5.10.4	If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.
5.11	Comparison of Bids	5.11.1	The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids].
5.12	Negotiations	5.12.1	To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.12.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- <ul style="list-style-type: none"> i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.

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		5.12.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.12.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.12.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.12.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
		5.12.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
5.13	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.13.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.
6. Award of Contract			
6.1	Procuring Entity's Right to Vary Quantities	6.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Bidding Document.
		6.1.2	Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided

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			for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price.
6.2	Acceptance of the successful Bid and award of contract	6.2.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.2.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.
		6.2.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.2.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidders in the Bidding Document for the subject matter of procurement.
		6.2.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		6.2.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Bidder given in the Bidding Document.
6.3	Signing of Contract	6.3.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV still to be legally

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			constituted, all parties to the JV shall sign the Agreement.
		6.3.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.3.3	The Bid Security, if any, of the Bidder whose Bid could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
6.4	Performance Security	6.4.1	Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
		6.4.2	(i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS. (ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful

			Bidder under the Contract.
		6.4.3	<p>Performance Security shall be furnished in one of the following forms as applicable-</p> <p>(a) Deposit through eGRAS; or</p> <p>(b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>(d) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or</p> <p>(e) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from his each running and final bill @ 10% of the amount of the bill.</p>
		6.4.4	<p>Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.</p>
		6.4.5	<p>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the</p>

			procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		6.4.6	<p>Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-</p> <ul style="list-style-type: none"> i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or ii. when the Bidder fails to commence the Works as per Work order within the time specified; or iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document. vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
7. Redressal of Grievances during Procurement Process (Appeals)			
7	Grievance handling procedure during procurement process	7.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

- (1) **Filing an appeal.-** If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, Bidder registration documents or Bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:
Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.
- (2) **Appeal not to lie in certain cases. -** No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
- determination of need of procurement;
 - provisions limiting participation of Bidders in the Bid process;
 - the decision of whether or not to enter into negotiations;
 - cancellation of a procurement process;
 - applicability of the provisions of confidentiality.
- (3) **Form of Appeal.-**
- An appeal under sub-section (1) or (4) of section 38 shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- (4) **Fee for filing appeal.-**
- Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- (5) **Procedure for disposal of appeals.-**
- The First Appellate Authority (District Collector & Vice Chairman USCL) or Second Appellate Authority (Principal Secretary and Chairman USCL), as the case may be, upon filing of appeal, shall issue notice accompanied

- by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (1).
 - (2).
 - (3).
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....

..... (Supported by an affidavit)

7. Prayer:
.....
.....
.....

Place

Date.....

Section-II : Bid Data Sheet

SECTION II - BIDDING DATA SHEET (BDS)

The following specific data for the works shall complement, amend, or supplement the provisions in Section I: Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

Instructions to Bidders Clause Reference

A. Introduction

ITB. 1.1.1	<p>The Number of the Invitation for Bids (NIT) is 10 / 2017-18</p> <p>The Procuring Entity is: Udaipur City Transport Services Limited</p> <p>Representative of the Procuring Entity: Chief Executive Officer, Udaipur Smart City Limited (USCL), Udaipur</p> <p>Name of Town: Udaipur</p> <p>Name of the works: Procurement, Operation & Management of Bus Services (35 Buses in Nos.) in Udaipur</p>
	Add the following Clauses;
1.1.2	<p>Period of Contract: The Operation and Management of Bus Services shall be for a period of 7 (seven) years to be calculated from the date of issue of the Notice to proceed or such other Start Date as may be specified in the Notice to proceed.</p>
1.1.3	The type of Contract is: Service Contract
ITB 1.4.1	Joint Ventures are not permitted in the Project.
ITB 1.4.2	“Bidders of any Nationality” are permissible.
ITB 1.4.5	The Bidder must be a person/ private company/ organization of any State Govt. / Central Govt. / PSU / Govt. Autonomous Body / Govt. Undertaking of any country.
ITB 1.4.8	The bidding process is open to bidders who fulfil the eligibility criteria prescribed in section III of this bid document.
ITB 1.4.9	Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Work will be disqualified.

B. Bidding Documents

ITB 2.1.3	<p>This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and the bidder will pay Rs 5,000/-, as document fee while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1000/- separately in favour of RISL, Jaipur</p> <p>The bidder should submit, by date & time specified in bid document, in original, hard copies of – (i) cost of bid document as Rs. 5,000/- in the form of DD/Banker’s Cheque of a scheduled bank in India or eGRAS in the name of Chief Executive Officer, Udaipur Smart City Limited payable at Udaipur, (ii) Bid processing fee of Rs. 1,000/- in the form of DD in the name of Managing Director, RISL, Udaipur payable at Udaipur, (iii) Bid Security</p>
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	as per RTPP Rules, 2013 in the name of Managing Director, Udaipur City Transport Services Limited payable at Udaipur (iv) Letter of Technical Bid, and (v) Power of Attorney. The bidder should upload scanned copies of these documents on e-procurement website along with their technical bids.
ITB 2.2.1	For Clarification purposes only, the Procuring Entity's address is: Chief Executive Officer, Udaipur Smart City Limited, Udaipur Email: mc_udaipur@rediffmail.com
ITB 2.2.2	A Pre-Bid conference will take place at the Meeting Hall of Municipal Corporation, Town hall, Udaipur on 06-10-2017 at 15:00 Hrs. Bidder is advised to visit the site at his own expenses and if any support is required, the ACE/EE shall be contacted.
ITB 2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week before the Pre- Bid Conference. However, Department may also consider questions / queries raised in writing only, during the pre-bid conference.
ITB 2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal http://sppp.rajasthan.gov.in and the state e-procurement portal http://eproc.rajasthan.gov.in
ITB 2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal.

C. Preparation of Bids

ITB 3.2.1	The language of the bid shall be: English
ITB 3.3.1	The on-line Bid shall comprise of two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid.
ITB 3.3.2	The Bidder shall submit the forms, declarations and documents, as specified in section IV of Bid Document, with the Technical Bid, in addition to the documents already mentioned in ITB 3.3.2
ITB 3.3.3	The Bidder shall upload the following documents with its Financial Bid: a) Financial Proposal Submission Sheet b) And other details, as deemed necessary by the bidder.
ITB 3.5.1	Add following: i. The type of Contract is Service Contract
ITB 3.5.2	The Prices quoted by the Bidder shall be fixed
ITB 3.5.3	All variations in taxes and duties shall be borne by the contractor.
ITB 3.9.1	The Bid validity period shall be 180 (One hundred and eight days) days from deadline for submission of bids.
ITB 3.10.2	Add following: Bid security shall be Rs. 40,00,000/- (Rupees Forty Lakhs only) for bidders Not Registered with the Procuring Entity.

ITB 3.10.3	A Bid Security shall be provided as a part of the bid in the form of a banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in India, in specified format which shall remain valid for a period of 30 (thirty) days beyond the validity of the bid.
ITB 3.11.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney and only Digital signed copy shall be submitted through e-procurement website.

D. Submission and Opening of Bids

ITB 4.1.1	<p>For bid submission purposes only, the Procuring Entity's address is: Chief Executive Officer, Udaipur Smart City Limited EMAIL: mc_udaipur@rediffmail.com</p> <p>Bidders shall submit their Bids electronically only. The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall submit the same document offline till the prescribed time in NIT. The bidder shall follow the following instructions for online submission:</p> <ul style="list-style-type: none"> i Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same. ii Cost of bid document is Rs. 5,000/- per tender should be deposited by Non Refundable Demand Draft drawn in favor of Chief Executive Officer, Udaipur Smart City Limited, Udaipur payable at Udaipur, whereas the Processing fee Rs. 1,000/- should be deposited by Non Refundable Demand Draft drawn in favour of MD, RISL, Jaipur payable at Jaipur. Original documents along with above mentioned fees and other documents as per bid conditions, has to be deposited up to date and time provided in this bid. iii The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter. iv If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day. <p>Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal : http://eproc.rajathan.gov.in</p>
ITB 4.2.1	<p>The Deadline for electronic Bid submission is Date: 25/10/2017 Time: 18:00 Hrs</p>

<p>ITB 4.4.7</p> <p>4.5.5</p>	<p>The on-line Bid opening shall take place at: The office of Chief Executive Officer, Udaipur Smart city Limited. EMAIL: mc_udaipur@rediffmail.com</p> <p>The tendering process shall be conducted on-line only; DD/BC tender fee, processing fee and Bid Security shall be submitted physically up to deadline described in tender document.</p>
<p>ITB 4.5.14, 4.5.15</p>	<p>The Procuring Entity will open the Financial proposal as per e-tendering procedure.</p>

E. Award of Contract

<p>ITB 5.11.1</p>	<p>The Bidder quoting the highest monthly premium OR least monthly grant to UTCL would be selected for the assignment.</p>
<p>ITB 6.3.1</p>	<p>The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 30 Days.</p>
<p>ITB 6.3.3</p>	<p>The procuring entity shall promptly return the bid security after the earliest of the following events, namely:</p> <ol style="list-style-type: none"> 1. The expiry of validity of bid security 2. The execution of agreement for procurement and performance security is furnished by the successful bidder; 3. The cancellation of the procurement process; or 4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
<p>ITB 6.4.2, 6.4.3, 6.4.4 Replace with following</p>	<p>Performance Security amounting to total 5% of contract value shall be submitted as follows:</p> <ol style="list-style-type: none"> (i) Contractor shall submit Performance Security @ 5% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / scheduled bank and shall remain valid up to 60 days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable/invokable at Udaipur. (ii) If there is no reason to retain the PG, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period. (iii) Refer clause 4.3.1 of Special condition of contract
<p>7.1</p>	<p>A. First Appellate Authority shall be: Vice President USCL i.e. Collector Udaipur</p> <p>B. Second Appellate Authority shall be: Chairman USCL i.e. Principal Secretary, LSG, Government of Rajasthan</p>

Section-III :
Evaluation and Qualification
Criteria

SECTION III: EVALUATION AND QUALIFICATION CRITERIA

A. Evaluation Criteria

The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation. This evaluation will consist of the following:

- 1.1 Evaluation of the Bidder's Technical Proposal and Presentation will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail.
- 1.2 Quantifiable Nonconformities, Errors and Omissions.
- 1.3 Demonstrate capability to undertake similar Works contracts, by documented demonstration of execution of similar type of works. The bidder will submit Completion Certificate from the Employer/s.

2 The technical evaluation will require evidence of the following:

Sl. No.	Capability	Criteria for Technical Evaluation
1	Operated and Managed a fleet of Bus 20 Buses in a City for period of 01 Year	Minimum experience of 1 project for an end to end Bus fleet operation & management

B. Qualification Criteria:-

1. Eligibility:

	Criteria	Compliance Requirements			
		Requirement	Single Entity	Joint Venture	
	All Partners Combined			Each Partner	One partner
i) Nationality	National / International firm	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
ii) Conflict of Interest	No conflicts of interest in accordance with ITB Sub-clause 1.4.3	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
iii) Debarment/ Transgression by any Procuring Entity.	Must declare	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement

2. Pending Litigation:

Pending Litigation	All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth.	Must meet requirement by itself	N/A	Must meet requirement by itself	N/A
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NOTE: CA certificate must clearly mention, with calculation that pending litigation in total is not more than 50% of Bidder's net worth. Net Worth must also be certified by CA and is to be submitted with the technical bid.

3. Experience:

The bidder should have experience of the following in last five financial years **(2012-13 to 2016-17)**; experience in current year shall also be counted up to deadline for submission of bid:

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
Requirement			All Partners Combined	Each Partner
Minimum experience of 1 project for an end to end Bus fleet operation & management 20 Buses in a City for period of 01 Year	Must meet requirement	Must meet requirement	NA	NA

4. Clients certificate of experience must clearly indicate whether

- (i) Completed and commissioned

Note:

- i) The Bidder shall submit copies of Work Orders, Completion Certificates in support of their experience claims issued by the Engineer not below than rank of Executive Engineer / Head of the Intuition.
- ii) The works which have been completed during the period mentioned above, though may have commenced earlier will be considered as experience.
- iii) For considering experience of the bidder, out of its experience as JV, its share of works within the JV shall be considered with relevant documentation/certificates.
- iv) JV shall comprise of not more than two firms/companies. The minimum equity of the lead firm of the JV must be 51% and that of the other firm must 25%, at the minimum.

5. Financial:

5.1	Networth	Net worth shall be positive in last financial year i.e. 2016-17
5.2	Annual Turnover	Average Annual Turnover of last three Financial years (2014-15 to 2016-17) should be equal to or more than Rs. 07.00 Crore.

Criteria	Compliance Requirements			
	Single Entity	Joint Venture (permitted)		
Requirement			All Partners Combined	Each Partner
5.1 Networth				
Networth shall be positive in last financial year i.e. 2016-17	Must meet requirement	Must meet requirement	Must meet requirement	NA
5.2 Turnover				
Average Annual Turnover of last three Financial years (2014-2015 to 2016-17) should be equal to or more than Rs. 7.00 Crore.	Must meet requirement	Must meet requirement	Must meet minimum 25% requirement	Lead member must meet minimum 60 % requirement
5.3 Working Capital				
Working Capital based on the current assets and current liabilities (including the short term loan repayments due in current years) should be more than or equal to Rs. 1.00 Crore (Available working capital should be evaluated as current assets + revolving line of credit – current liabilities including loan repayments due within one year). NOTE: certificate of CA must be submitted indicating clearly that the working capital is as per formula given in tender document and clearly stating the individual components. CA must also clearly mention that he has gone through the revolving line of credit of rupees 0.60 Crore (minimum) which is issued by scheduled bank and bank's commitment is project specific, assured and	Must meet requirement	Must meet requirement	Must meet minimum 25% requirement	Lead member must meet minimum 60 % requirement

Section III: Evaluation and Qualification Criteria

without any ambiguity and shall be available till final completion of the project, otherwise bid shall not considered. For revolving line of credit, Banks letter should be attached. The bank issuing revolving line of credit has to be scheduled bank as per format, otherwise it shall not considered.				
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NOTE:

The **certificate of CA regarding Networth, Turnover, Working Capital, revolving line of credit and Bid Capacity must be submitted otherwise bid shall not be considered.** The certificate should clearly show the calculation how the Bid Capacity is calculated as per formula given in tender. The contractor should submit an undertaking on stamp paper of Rs. 500 that he has divulged all necessary and relevant information regarding current contract commitments for projects being executed by the bidder, which is necessary for calculation of B value for the calculation of Bid Capacity. The audited balance sheet of last five years shall be provided

Section-IV : Bidding Forms

SECTION IV: BIDDING FORMS

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4.11	Check Points
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4.1 TECHNICAL PROPOSAL [WITH REFERENCE TO SECTION III]

CHECK LIST

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following, otherwise the bid shall be considered incomplete and may lead to non-responsive.:

1. Notice Inviting Bid
2. CA's certificates for Net worth and Turnover
3. Bank's letter as required in Tender Document (if applicable).
4. Sales Tax Registration in State of Rajasthan (Optional),
5. GST Certificate
6. Copy of PAN & TAN Numbers
7. Proof of payment of Bid Security
8. Proof of Cost of bidding document or receipt of such cost.
9. Proof of Bid processing fee as specified.
10. Bid capacity stipulations as required in Tender Document.
11. Certificates of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
12. Work orders of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
13. Any modifications or withdrawal
14. Other documents considered necessary to strengthen the bid
15. Self-appraisal sheet
16. Audited Annual Reports for last 3 years

4.2 Letter of Technical Bid

Technical Bid Submission Sheet

Date: _____

NIB No.: _____

To: _____

We, the undersigned declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No. _____

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price or Performance Security Declaration, as the case may be, for the due performance of the Contract;

(e) Our firm or suppliers for any part of the Contract, have nationalities from the eligible countries;

(f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

(g) Our firm, its affiliates or subsidiaries or suppliers has not been debarred by the State Government or the Procuring Entity;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

(j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;

(k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

Section IV: Bidding Forms

Name of Recipient	Address	Reason	Amount

(l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

(m) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

4.3.1 Bid Security (Bank Guarantee Unconditional)*

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: *[Chief Executive Officer, Udaipur Smart City Limited]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the Bidder]*** (here in after called "the Bidder") has submitted to you its bid dated ***[insert date]*** (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Notice Inviting Bids No. ***[insert NIB number]*** ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- ***[insert amount in figures]*** ***[insert amount in words]*** at the bank branch _____ located at Udaipur upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - (i) fails or refuses to execute the Contract Agreement,
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) has not accepted the correction of mathematical errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in the TB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[Insert signature of person whose name and capacity are shown]

NOTE: * - Scheduled Bank Only

Name: _____

[insert complete name of person signing the Bid Security]

Section IV: Bidding Forms

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of _____

[insert name of the Bank]

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture/Lead bidder that submits the bid.]

4.3.2 Bid Security Declaration

Date: **[insert date (as day, month and year)]**

Bid No.: **[insert number of bidding process]**

Alternative No, if permitted: **[insert identification No if this is a Bid for an alternative]**

To: **[Chief Executive Officer, USCL, RAJASTHAN]**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of **[insert number of months or years, as required by the Procuring Entity]** starting on **[insert date]**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the ITB; or
- (d) breach any provisions of the Code of Integrity as specified in the ITB;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture/ Lead bidder that submits the bid.]

4.4.1 Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

4.4.1(a) Form ELI - 1: Bidder's Information Sheet

BIDDER'S INFORMATION	
Bidder's legal name	
Bidder's country of constitution.	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<i>Attached are self attested copies of the following original documents: In case of single entity, certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.</i>	

4.4.2 Form ELI-2: JV Information Sheet

Attach the Letter of Intent to form JV or certificate of registration/ incorporation and memorandum of association or constitution of the legal entity, if JV is already in existence.

Each member of a JV / must fill in this form

JV /consortium/ SPECIALIST CONTRACTOR'S INFORMATION	
Bidder's legal name	
JV /consortium Partner's legal name	
JV /consortium Partner's financial share in the JV	
JV /consortium Partner's country of constitution	
JV /consortium Partner's year of constitution	
JV /consortium Partner's legal address in country of constitution	
JV /consortium Partner's authorized representative information(name, address, telephone numbers, fax numbers, e-mail address)	
Attached are attested copies of the following original documents: 1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above. 2. Authorization to represent the firm named above.	

4.4.3 Form LIT 1- Pending Litigation

Each Bidder must fill in this form

Pending Litigation			
<ul style="list-style-type: none">• No pending litigation in accordance with Section III (Evaluation and Qualification Criteria).• Pending litigation in accordance with Section III (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

4.4.4 Form EXP:Project Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities			
Contract No.of.	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	-----Equivalent INR -----		
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria.			
Minimum experience of 1 project for an end to end Bus fleet operation & management 20 Buses in a City	Complete details with Number & Specifications of Buses Operated and Managed shall be provided		
Reference page number, copy of work order and completion certificate in support of above experience to be submitted.			

4.4.5 Format for assured Revolving line of credit facility

(To be submitted by a Scheduled Bank on the Bank's Letter head)

Date: (Insert Date)

To: Chief Executive Officer,
Udaipur Smart City Limited,
Udaipur

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS _____ [name and address of Bidder] (hereinafter called the "Bidder") intends to submit a bid for-----
----- (name of contract package) -----" under the Udaipur Smart City Limited (hereinafter called the "Employer") in response to the Invitation for Bids issued by the Udaipur Smart City Limited through NIB no. -----; and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the ----- (name of contract package) -----
-----In the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [name of Bank] of _____ [name of Country] having our registered office at _____ [address of registered office] are willing to provide to _____ (the Bidder) a sum of up to _____ [amount of guarantee in figures and words] as an assured revolving line of credit for executing the Works under ----- (name of contract package) -----should the Bidder be awarded the contract based on its tendered prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of _____, 2017.

Date: _____

Signature of the Bank: _____

Witness: _____ Seal: _____

[Signature, name and address]

4.5 Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Works] in response to their Notice Inviting Bids No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

4.6 Personnel (Project Manager, Technical Staff, Supervisory Staff, Operators etc.) and their deployment

Required with the Bidder

Project Manager, with more than 5 years' experience – one nos.

Supervisors, with more than five years' experience – two nos.

S. No.	Name	Designation	Technical Qualification	Date from which working with Company/Firm/Bidder	Present Deployment (Name of work)	Proposed Deployment on work put to tender
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

4.7 Letter of Financial Bid

Date: _____ NITNo.: _____

To,
Chief Executive Officer,
Udaipur Smart City Limited,
Udaipur

Sub: - Final Udaipur Integrated Infrastructure Project - Our Offer

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Document, including Addenda No.: _____

(b) We offer to execute in conformity with the Bidding Document the following Works:

(c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is:

(d) The discounts offered, if permitted, and the methodologies for their application are:

(e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

FINANCIAL PROPOSAL FORMAT
(As separate submission in excel sheet)

To,
 Chief Executive Officer
 Udaipur Smart City Limited Limited,
 Udaipur

Sub: - Selection of Operators for Procuring and Operating City Bus Services in Udaipur - Our Offer

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

I have read the entire RFP dated _____ including the draft Bus Operators Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to procure, operate, maintain buses & collect revenue on UCTL routes as directed by UCTL in accordance with the terms and conditions as provided in the above mentioned document/s. The rates quoted by me in summary are as follows:

Sl. No.	Item	Quantity	Rate	Amount
1	Monthly Premium for Procurement of 17 Non AC 32/34 seater and 10 AC 40/44 seater Built-up buses as specified in Annexure I and Operation, maintenance and revenue collection of City Bus Services (35 Nos.) in Udaipur City OR	84 months	Rs./Month	Rs
2	Monthly Grant for Procurement of 17 Non AC 32/34 seater and 10 AC 40/44 seater Built-up buses as specified in Annexure I and Operation, maintenance and revenue collection of City Bus Services (35 Nos.) in Udaipur City	84 months	Rs./Month	Rs
			Total	

Mobilisation Advance:

15 % mobilisation advance may be disbursed on the commissioning of bus operations on submission of application with all relevant documents of buses procured necessary to commission the bus operation

Note:

- i. Bidder can either quote a Monthly Premium OR Monthly Grant. Quoting both prices would make him ineligible
- ii. Each bidder must quote his rates after thorough reading of this RFP document, Estimates of his operating and capital cost and detailed due diligence of the city conditions, passenger load and likely wear and tear of the buses.
- iii. The operator shall procure 17 new Non AC Built-up buses of 34/32 seater and 10 AC 40/44 seater Built-up buses of standard make as specified in the RFP.
- iv. The operator shall quote rates for procurement of 27 new buses and operation, maintenance and revenue collection for all 35 buses.
- v. Special Road Tax, RTO tax shall be paid by operator.
- vi. The rates to be quoted are inclusive of all taxes, duties, cess and levies except GST. GST, if applicable, shall be payable at the prevailing rate.
- vii. The responsibility of insurance of buses on renewal onwards for the complete contract period shall be of operator. The cost of insurance shall be reimbursed to the operator by UCTL.

Name of Bidder:

Signature of the Authorised Person:

Seal:

Address and contact number:

4.8 PRICE BID BoQ

Note: To be provided separately

4.9 POWER OF ATTORNEY

Power of Attorney for Authorized Representative

The firm M/s.....authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the _____, to issue and receive correspondence related to all matters of the tender “-----”. We / M/s _____ undertake the responsibility due to any act of the representative appointed hear by.

For Partnership Firm’s

S. No.	Name of the All Partner	Signature of Partner with Seal
1.		
2.		
3		
4	Name and Designation of the person Authorized	
5	Attested Signature of the Authorized Representative	

For Limited Firm’s

Name and Designation of the person Authorized	
Firm	
Address	
Telephone No.	
Fax No.	
Telex No.	
Authority By which the Powers is delegated	
Attested Signature of the Authorized Representative	
Name and Designation of person attesting the signatures	

4.10 Joint Venture Agreement (Between not more than two firms)

(ON Rs 1000 STAMP PAPER OR NOTARY)

**Memorandum of Understanding for
JOINT VENTURE**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----- ("Effective Date").

BETWEEN

M/s. _____, a company incorporated, and having its registered office at _____.(Hereinafter referred to as the "**First Party**"/ "**One Partner**");

M/s. _____ a company incorporated, and having Registered office at _____.(Hereinafter referred to as the "**Second Party**"/ "**Each Partner**");

Hereinafter jointly referred to as the "**Parties**" and individually as "**Each Party**" or "**a Party**" as the case may be.

WHEREAS,

A) **The Udaipur Smart City Limited, Udaipur, Rajasthan (hereinafter referred to as the USCL or procuring entity) invited bid for**

_____,
(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the "**JV**") to jointly execute the above project in all respect

(Note: In case of JV executed on notary basis and become the lowest successful bidder, Joint venture has to be registered within 30 days of issuing of LOA)

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with _____ designated as the **One Partner and First Partner**.

1.2. _____ shall be the **Second Member – or Second Partner**

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of “ _____ **Joint Venture**”.

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility: -----
Physical responsibility: -----

Other Partners: Financial responsibility: -----
Physical responsibility: -----

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **USCL**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This **Memorandum of Understanding** shall be terminated:-

- a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or
- b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **USCL** & mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of

Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer.**

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of _____ & _____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the _____ and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be _____.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

Any and all correspondence from the Employer to the **JV** shall be addressed to **(name of JV)** at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address **(name of JV)**

ARTICLE 12: Authorized Representative:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

Authorized Representative of JV: _____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

Section IV: Bidding Forms

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by)
For and on behalf of)

_____)

in the presence of:)

_____)

Name:
Designation:

Signed by)
For and on behalf of)

_____)

in the presence of:)

_____)

Name:
Designation:

Name:
Designation:

Name :
Designation:

4.11 Check Points must be filled by Bidder

S. No.	Requirements / Documents required to be submitted		Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
	GENERAL				
1	Cost of Bid Document as Rs. 5000/-	DD/Cheque in favour of Chief Executive Officer, Udaipur Smart City Limited Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm it is of scheduled bank ? Name of Bank Amount Rs. 5000.00 In favour of Chief Executive Officer, Udaipur Smart City Limited		
2	Bid Processing Fee of Rs 1,000/-	DD/Cheque in favour of MD, RISL Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm it is of scheduled bank? Name of Bank Amount Rs. 1000.00 In favour of MD, RISL		
3	Bid Security at 2% (40.00 Lacs) of estimated procurement cost In case of JV, the Bid Security must be in the name of all partners to the Joint Venture / Lead bidder that submits the bid. Should be valid up to _____	DD / Bankers Cheque / Bank Guarantee as per format Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that as per format? Confirm that it is in prescribed format? If not, liable to be rejected. Confirm that it is unconditional? If any condition bid liable to be rejected. State in whose name is bid security (JV or Lead Bidder) BG number Confirm that BG is Valid up to 30		

Section IV: Bidding Forms

S. No.	Requirements / Documents required to be submitted		Check Points	Yes / No	Enclosed at page no. of bid and any other detail as required
			days beyond the validity of bid		
			Confirm it of a scheduled bank? Mention the Name of bank. Amount		
4	Power of Attorney	On Stamp Paper, Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that value of Stamp Paper is Rs. 500/- Name & designation of person who has issued POA Name & designation of person to whom POA is issued		
5	Joint Venture Agreement	Agreement/Notary as per format (not more than two companies) Original hard copy to be submitted in the office of Chief Executive Officer, Udaipur Smart City Limited by date and time mentioned in NIB and scanned copy to be uploaded with technical bid	Confirm that value of Stamp Paper is Rs. 1000/- Confirm that financial responsibility of lead partner is minimum 51% Confirm that financial responsibility of other partner bidder is minimum 25% Confirm that JV is in prescribed format. If not, liable to be rejected.		

4.12 SELF APPRAISAL SHEET TO BE FILLED BY THE BIDDER FOR DETERMINATION OF RESPONSIVENESS

S. No.	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
General Requirements				
1	GST Registration / VAT clearance certificate up to 30 June	Confirm that submitted	Yes / No	
2	PAN & TAN Numbers	Confirm that submitted	Yes / No	
Eligibility Criteria				
3	Nationality - Indian/International firms	Specify nationality	Indian/International	
4	Declaration Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV	Yes / No	
		Confirm that it is in the prescribed format. If not, bid is liable to be rejected	Yes / No	
5	Declaration regarding Debarment/Transgression by any procuring entity Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV	Yes / No	
		Confirm that it is in the prescribed format; If not, bid is liable to be rejected	Yes / No	
6	Pending Litigation in Form LIT-1 - All pending litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50 percent of Bidder's net worth Requirement to be fulfilled by: Each of the consortium / JV member	Confirm that declaration submitted by bidder / each partner in case of JV	Yes / No	
		Confirm that it is in the prescribed format; If not, bid is liable to be rejected	Yes / No	
		Confirm that value of litigations is less than 50% of bidder's net worth and CA certificate showing calculation	Yes / No	
8	Minimum experience of 1 project for an end to end Bus fleet operation & management 20 Buses in a City shall	Number of works on basis of which eligibility is claimed.		
		Details of qualifying works : Work no. 1		

Section IV: Bidding Forms

S. No.	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
	<p>executed the following quantities in single work</p> <p>In case of JV, all partners combined should meet the requirement.</p> <p>i) Copies of Work Orders, Completion and satisfactory performance Certificates in support of their experience claims. Only works of Govt/PSU/Autonomous bodies under Govt. Sector shall be considered.</p> <p>For considering experience of the bidder, out of its experience as JV, its own works in the JV shall be considered with relevant evidence/certificates.</p>	<p>Name of work (in brief)</p> <p>Name of client</p> <p>Value of work done</p> <p>value of work done by bidder in case work is carried out in JV</p> <p>Stipulated Date of start (as per work order)</p> <p>Stipulated Date of completion (as per work order)</p> <p>If completed & commissioned, indicate Actual date of completion & commissioning (as per client's certificate).</p> <p>Confirm any one of the following: i. Work is completed and commissioned ii. works is completed but could not be commissioned because of hindrances beyond control of contractor iii. Work is completed and commissioned at least of the amount required for qualification, out of large size contract.</p> <p>Similar information to be given for each work if work done is more than one</p>		
9	<p>Form FIN-2 - Net Worth in last financial year (Financial Year 2016-17) should be positive. The calculation sheet for annual net worth shall be certified by a Chartered Accountant.</p>	<p>Confirm that Certificate of Chartered Accountant for last financial year and calculation of net worth, attached; If not, bid is liable to be rejected</p> <p>Indicate value of net worth</p>		
10	<p>Form FIN-2 - Average Annual Turnover of last three financial years (Financial Year 2014-15 to 2016-17) should be equal to or more than 7.00 Crore. The calculation sheet</p>	<p>Confirm that Certificate of Chartered Accountant for each financial year and calculation of average value at present price level, attached; If not, bid is liable to be rejected</p>		

Section IV: Bidding Forms

S. No.	Requirements as per bid document	Check points	Tick the correct option or fill in information	Enclosed at page no. of bid and any other detail as required
	for annual average turnover shall be certified by a Chartered Accountant. In case of JV, lead member should meet 60 percent (Rs. 4.20 crore) of the requirement	Indicate value of average annual turn over		
11	Working Capital: Working Capital based on the current assets and current liabilities (including the short term loan repayments due in current years) should be 1.00 crore. (Available working capital should be evaluated as current assets + revolving line of credit – current liabilities including loan repayments due within one year).	Confirm that Certificate of Chartered Accountant for last financial year Indicate value of working capital based on formula		

Section - V: Draft Contract
(between UCTL and Selected Operator)

BUS OPERATORS AGREEMENT

This agreement is made and executed at _____ on this [_____] of [_____] in the year Two Thousand and _____

Between

UDAIPUR CITY TRANSPORT SERVICE LIMITED, a company setup under Companies Act 1956 by Government of Rajasthan for operation and management of public transport services in the city of Udaipur (here in after referred to as “UCTL”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[_____] a [_____] incorporated under the [_____] Act, 1956 [_____] acting through [_____] having its registered office at [_____] (hereinafter referred to as “the Operator”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

WHEREAS

- A. UCTL is entrusted with the function of ensuring public bus transport in the city of Udaipur.
- B. UCTL has authorized Udaipur Smart City Limited (USCL) decided to undertake a competitive bidding process for selecting the operator that would undertake the procurement, operation, maintenance & revenue collection of the UCTL bus services on route as directed by UCTL in Udaipur city.
- C. Pursuant to the competitive bidding process, UCTL selected [_____] as the “Operator” to enter into and implement this operations agreement with UCTL for 35 numbers of Buses.
- E. UCTL and [_____] are hereby entering into this agreement for appointing [_____] as the Operator of the Project and vest it with the rights and duties as the Operator of the Project.
- F. The date of Commercial Operations shall be within 30 days from the date of handover of buses.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Indicative Document will be finalized after taking inputting the quote of the selected bidder, number of buses, and all legal considerations.

Definitions

- a. “UCTL” or “Regulator” shall mean Udaipur City Transport Service Limited

- b. “**Applicable Law**” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
- c. “**Applicable Clearances**” means all clearances, permits, no-objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of the Bus Operators Agreement.
- d. “**Appointed Date**” means the date of the Bus Operators Agreement.
- e. “**Buses**” means the number of buses specified to be operated on each route.
- f. “**Bus Depot**” means the developed space/ area equipped with facilities, equipment, gadgets etc. for general management, repair and maintenance, fuelling, washing and cleaning, besides parking etc. of the Buses. Land for the same shall be provided by UCTL.
- g. “**Bus Operators Agreement**” or “**Operators Agreement**” means this agreement including, without limitation, any and all Schedules hereto which will be entered into between UCTL and the Successful Bidder through which rights will be granted to the Successful Bidder for providing Bus Service in Udaipur city.
- h. “**Bus Permit**” means the permit for operating Buses for public carriage/stage carriage as may be required under the Motor Vehicles Act, 1986 or any other Applicable Law.
- i. “**Bus Q Shelter**” means pick up points, as determined by UCTL, where the Buses stop for a short duration for Passengers to embark into the Bus or disembark from the Bus and this may be subject to change from time to time subsequent to a written notification by UCTL.
- j. “**Bus Service**” means the commercial operation of UCTL Buses for providing public carriage services, including revenue collection, operation & maintenance of buses, in accordance with the standards and guidelines provided by UCTL.
- k. “**Bus Terminal**” means the terminals, under the control of UCTL, from where the Bus(es) start or end their trip(s), and/or are parked for short duration, besides providing other Passenger related amenities/facilities and facilitate transfers of Passengers amongst modes/services etc.
- l. “**Commercial Operations Date (COD)**” means the date on which the commercial operations of the last bus on the allotted route is commenced by the Operator.
- m. “**Duty schedule**” is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation and as determined by UCTL.
- n. “**Encumbrances**” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances.
- o. “**Event of Default**” shall have the same meaning as provided in this Agreement.

- p. “**Fleet**” mean total number of buses to be operated by the operator on the allotted route as per the schedules indicated in the RFP. The number of buses on the allotted route is currently 35 in Nos.
- q. “**Force Majeure**” or “**Force Majeure Event**” means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the Party affected by them (“Affected Party”) which is not attributable to the other Party and include, but not be limited to the following:
- Earthquake, flood, inundation and landslide;
 - Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
 - Fire caused by reasons not attributable to the Affected Party or any of the employees, representatives or agents appointed by the Affected Party;
 - Acts of terrorism;
 - Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or commissions of the Affected Party;
 - National emergency or declaration of police emergency; and
 - War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- r. “**Material Adverse Effect**” means a material adverse effect on (a) the ability of the either Party to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Bus Operators Agreement for no reason attributable to the other Party and/or (b) the legality, validity, binding nature or enforceability of the Bus Operators Agreement.
- s. “**Material Breach**” means a breach by either Party of any of its obligations under the Bus Operators Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Bus Service or implementation of the Project, and which such Party has failed to cure.
- t. “**Operator**”/ “**Service Provider**” means _____, selected through competitive bidding process for operation of Buses under in accordance with the terms and conditions of the Bus Operators Agreement.
- u. “**Operation Year**” means a year (period of 365 days) starting from Appointed Date to a day before anniversary of Appointed Date in the following year.
- v. “**Parties**” means the parties to the Bus Operators Agreement and “**Party**” means either of them, as the context may admit or require.
- w. “**Passenger**” means any individual who has purchased the ticket or pass or card for using the Bus Service.
- x. “**Performance Guarantee**” shall have the same meaning as provided in this Agreement.
- y. “**Person**” means any Registered Firm which is either a Proprietorship, corporation, partnership, joint venture, government or governmental authority or agency or any other legal entity.

- z. **“Project”** means the project of providing, operation, maintenance & revenue collection of city buses in accordance with the terms and conditions of the Bus Operators Agreement.
- aa. **“Project Facilities”** means the facilities if created by the operator for the purpose of the project.
- bb. **“RFP”** means this Request for Proposal document issued by USCL for the purposes of selecting an Operator for the Project through a competitive bidding basis.
- cc. **“Routes”** means the routes, as determined by UCTL in the RFP Document on which the Buses would operate as part of the UCTL Services
- dd. **“Taxes and Duties”** means all taxes (including road tax, property taxes), duties, fees etc. payable under the Applicable Laws in connection with the development, operation and management of the Project and the Bus Service.
- ee. **“Term”** shall have the same meaning as provided in Clause-3 of this Agreement.
- ff. **“Termination”** means termination of the Bus Operators Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of the Bus Operators Agreement but shall not, unless the context otherwise requires, include expiry of the Bus Operators Agreement from the Appointed Date due to efflux of time in the normal course.
- gg. **“Termination Date”** means the date specified in the Termination Notice as the date on which Termination occurs.
- hh. **“Termination Notice”** means the notice of Termination by either Party to the other Party, in accordance with the Bus Operators Agreement.
- ii. **“Third Party”** means any Person other than UCTL and the Operator.
- jj. **“Termination Compensation”** is the compensation determined by committee constituted for settlement of Transfer Cost of assets.

In this Agreement, unless the context otherwise requires:

1. Words in the singular include the plural and vice-versa.
2. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
3. The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
4. Wherever date and period are specified in the Agreement for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by UCTL, even if mentioned otherwise anywhere else.
5. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
6. References to the word "include" or "including" shall be construed without limitation.

7. References to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or innovated.
8. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

2. APPOINTMENT OF THE OPERATOR

- 2.1. Subject to the Operator making the payment of an amount of Performance Guarantee at the time of execution of this Agreement and undertaking to procure and operate the Bus Service in accordance with the terms and conditions of this Agreement, UCTL hereby appoints (on non-exclusive and non-transferable basis) the Operator and the Operator hereby accepts (on non-exclusive and non-transferable basis) its appointment to procure, operate, collect revenue and maintain the Bus Service on the allotted routes in Udaipur in accordance with the terms of this Agreement and subject to Applicable Laws.

3. TERM

- 3.1. The Term of the agreement will be 7 years from commencement of Commercial Operations.
- 3.2. The Bus Operators Agreement is terminated earlier in accordance with the provisions of the Bus Operators Agreement; the Term shall come to an end on the Termination Date.
- 3.3. The Contract and its terms will apply to all buses which have been accepted and for which the term has not expired or renewed.
- 3.4. The Contract and its terms may be extended by another 1 year by UCTL, subject successful completion of all obligations by Operator.

4. COMMENCEMENT OF PROCUREMENT AND OPERATION OF BUSES

- 4.1. The number of buses to be operated on the route shall be 35 of specifications as provided in Annexure -1 of this agreement. The number of buses and routes may be altered or reduced by UCTL, if found to be commercially unviable.
- 4.2. The operator shall procure and commission the operation of 27 buses as specified within forty-five days from the date of signing of this agreement after approval of the bus model by EIC.
- 4.3. The operator shall commission the operation of remaining 8 buses within thirty days from the date of handover of buses. The existing 8 buses will be handed over to the operator after completion of the earlier tender.
- 4.4. The buses shall be handed over to the operator according to route allotted for operation of buses. The routes allotted may be altered, modified and terminated based on bus occupancy on each route, as determined by UCTL.

- 4.5. Operator shall submit the frequency and plan of operation of buses on these routes on the basis of following principals:-
- a. Optimization of revenue earning
 - b. Service of all routes
 - c. Sufficient frequency as per demand

5. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR

- 5.1. The Operator shall procure, operate, maintain & collect revenue of city buses and coordinate with other components of Project Facilities, if required, for the entire term, safely, reliably, economically and efficiently;
- 5.2. Procure, operate, maintain & collect revenue of such buses according to the rates and routes approved by UCTL;
- 5.3. Procure, operate, maintain, collect revenue & manage the Project and adhere to requirements for the implementation of the Project;
- 5.4. Operate the Buses only on the allotted routes and schedules specified by UCTL to the Operator;
- 5.5. Schedule and dispatch the buses on allotted routes as specified by UCTL;
- 5.6. The operator shall collect the revenue from the sale of ticket as per the fare prescribed by UCTL at the time of Commencement of Operation. The current Prescribed Bus Fare are provided in Annexure -2. During the term of contract revision of fare shall be approved by Govt. every six months i.e. in the month of April and October during the FY. The proposal for the revision of fare shall be submitted for the approval by the operators to UCTL.
- 5.7. UCTL has already made provision of seats reserved for women and disabled persons in the buses. The operator will ensure its compliance. The driver and conductor of the buses should also ensure about the security and safety of women passengers;
- 5.8. Coordinate with the UCTL Control Centre that constitutes UCTL's single point of contact to enable UCTL to coordinate with the operator Buses in the course of the day to day operation and management of the buses by UCTL. Operator shall ensure that there is due coordination between the staff at the UCTL Control Centre (including other components of Control Centre) and the drivers of the Buses;
- 5.9. Ensure that all Buses shall be directly under the control of UCTL at all times;
- 5.10. Compliance of the Labour Act and other acts applicable on the labour and personnel employed by the operator;

- 5.11. Compliance with Applicable Laws in relation to the implementation of the Project and rendering of Bus Service, at all times during the Term of the Bus Operators Agreement shall be the responsibility of Operator;
- 5.12. The Operator shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities, Passenger Information System, Ticket Vending Machine and CCTV surveillance or any other IT and Bus Monitoring Devices to be provided in the Buses and the Project Facilities to enable provision of safer Bus Services to the Passengers;
- 5.13. The Operator shall ensure that all Taxes and Duties are paid in a timely manner and there are no arrears with regard to the Project;
- 5.14. Throughout the term of the Bus Operators Agreement, the cost, purchasing and maintaining the insurance of equipment and material required for the implementation of the Project and those that may be required under Applicable Laws will have to be borne by the Operator;
- 5.15. The Operator shall ensure the Comprehensive Insurance of the Buses is kept alive covering third party risk during the entire terms of the Contract i.e. upto end of 7 years or extension thereof. Liability of Passenger insurance shall be limited to the approved Passenger capacity of the vehicle by regional transport authority of Udaipur;
- 5.16. The Operator shall cover all risks of vehicles, passengers, drivers, conductors and third party under Comprehensive Insurance Policy. The contents of the Comprehensive policy shall be weighted by the UCTL;
- 5.17. The Operator shall ensure that the number of Buses for which it has been granted the Agreement are in operation, in compliance with the standards and technical specifications for the Buses as stipulated in this Agreement, at all times during the term of the Agreement;
- 5.18. The Operator shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service;
- 5.19. The Operator shall ensure that the Buses are maintained in clean, safe and reliable condition during the Term of the Agreement;
- 5.20. The Operator shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for UCTL within the Operator's organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information

of such officer(s) shall be communicated in writing by the Operator to UCTL within 15 (fifteen) working days from the Appointed Date. Regular submission of reports to UCTL shall be the duty of this contact person;

- 5.21. The Operator shall at its own cost to get all the necessary Applicable Clearances and Bus Permit (including any renewals) during the Term of this Agreement or even after the Termination or expiration of the Term of this Agreement;
- 5.22. Operator will be authorized to retain the right to generate revenues by advertisement on the Buses rear glass and area below it from the date of COD. The operator shall display the Govt. promotional advertisement free of any charges, but not more than 30 days in a year, on the buses as and when directed by the State Govt. or UCTL. Successful bidder will be responsible for loss/damage/theft of such system and cost of the same will be deducted from next bills;
- 5.23. Operator would install GPS tracking facilities, Passenger Information System (one in front of bus, second on the back of the bus and third inside the bus), Ticket Vending Machine and CCTV surveillance or any other IT and Bus Monitoring Devices in all Buses as per direction of UCTL and ensure its working in all Buses during the Project tenure
- 5.24. During the term of this Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as 'UCTL' or by such other name, as from time to time may be determined by UCTL in its sole discretion (hereinafter referred to as the "Brand") and the Operator shall ensure that the Buses always use and display the Brand in the manner prescribed by UCTL;
- 5.25. The Operator hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Operator shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which UCTL is carrying on the business nor shall the Operator use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
- 5.26. Nothing in this Agreement will ever be construed as giving the Operator any right, title or interest in whatsoever in or to the Brand or giving the Operator or others permission to use the same or any colourable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of UCTL. The Operator will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Operator operating the UCTL Services under the Brand as per this Agreement. The Operator will not register or attempt to register the Brand in any state, nation or

political subdivision thereof. The use by the Operator of the Brand outside the scope of this Agreement, without UCTL's prior written consent, will be an infringement and/or passing off of UCTL's right, title and interest in and to the Brand, and the Operator expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Operator will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof;

- 5.27. It is agreed and understood by the Parties that Operator shall procure and maintain the buses to the satisfaction of UCTL;
- 5.28. The Operator undertakes to provide depot with all equipment, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Bus Fleet at all times and places on a land earmarked by UCTL (as provided in Annexure 6);
- 5.29. The Operator will be required to ensure that the Buses are maintained in a road worthy condition that would ensure safe operation of the Buses on the roads at all times. Also the Operator shall ensure that the operation and running of Buses is uninterrupted, continuous and is not suspended or stopped in any manner (except as permitted under the terms and conditions of the Bus Operators Agreement);
- 5.30. The Operator shall ensure that the employees, workmen, personnel and staff who are employed for the purposes of the implementation of the Project have the necessary qualifications and credentials, as per Applicable Laws. The Operator shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under constant supervision so as to provide the Bus Service in a safe manner to the public;
- 5.31. Sub-contracting of maintenance of buses and engaging crew for operation and revenue collection is permitted. He shall not subcontract the primary responsibility of operating buses on the allotted route;
- 5.32. The Operator shall at its own cost provide operational and maintenance training at regular intervals to all employees, workmen, personnel and staff in relation to implementation of the Project;
- 5.33. The Operator shall enforce a dress and appearance code as per the Motor Vehicle Act. The Operator shall provide at its own cost and expense uniforms and shall ensure that clean uniforms shall be worn by drivers, and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement;

- 5.34. The Operator undertakes to attend conventions, sessions, conferences or meetings Organized/ hosted by UCTL, if any, and expenses (including but not limited to travel, lodging and boarding) would be borne solely by the Operator. It is clarified that UCTL will provide prior written notice of 15 (fifteen) days to the Operator for attending any such convention, sessions, conference or meeting;
- 5.35. It is clarified that UCTL shall undertake periodic certifications of all the employees, workmen, personnel and staff who are employed by the Operator for implementation of the Project. The Operator undertakes that no such workmen, personnel and staff shall be involved in the Project unless such workmen, personnel and staff is certified and approved by UCTL;
- 5.36. The Operator shall adopt a proper complaint grievances Redressal mechanism. The Operator shall maintain a record of all the complaints and will at its own cost commence investigation within 3 (three) days of receipt of complaint and shall be recorded in a fair and accurate manner. The Operator should respond in writing within 7 (seven) days of the receipt of the complaint with the proposed course of action/relief to be provided to the complainant. All complaints of a sensitive nature shall be dealt at the Operator's managerial level and in case there is no suitable course of action taken by the Operator within 14 (Fourteen) days of receipt of such complaint, the matter shall be handled by UCTL, at the Operator's cost and risk. The nature and information of complaints shall be kept confidential by the Operator except as otherwise required to be disclosed under the Applicable Laws; and
- 5.37. The Operator shall provide a summary of all the complaints and the written responses received on a monthly basis to UCTL. UCTL shall review the complaints received and the written responses with the course of action taken by the Operator. In the event that course of action that has been taken by the Operator is not appropriate, UCTL shall direct the Operator to take a suitable action.
- 5.38. The Operator shall install, operate and manage ETM devices in all Buses as per the specifications provided in Annexure 5.

6. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF UCTL

- 6.1. UCTL shall appoint one or more officers within UCTL of suitable seniority in rank and tenure to act as the point of contact for the Operator and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
- 6.2. UCTL shall provide appropriate land at Bus termination points and at Bus Depot on a license basis to Operator. The License period shall be co-terminus with this agreement. Any development on the land shall be responsibility of the Operator.

- ~~6.3. Install GPS tracking facilities, Passenger Information System, Ticket Vending Machine and CCTV surveillance or any other IT and Bus Monitoring Devices in all Buses and ensure its working in all Buses during the Project tenure.~~
- 6.4. UCTL shall conduct regular inspections at any time during the Term of the Agreement of the Buses and Operator's Depot;
- 6.5. Establish and maintain a Central Control Centre that will enable due control and coordination over the day-to-day operation and management of the Bus Service. UCTL shall ensure that the Central Control Centre established by it is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the personnel at the Central Control Centre and the Depot/ crew of Buses provided by Operator;
- 6.6. Define the Routes and frequency of Buses on Routes and modify it on a time to time basis;
- 6.7. Decide the location of Bus Stops, Bus Terminals;
- 6.8. Finalize and approve the Service Standards;
- 6.9. Conduct regular inspections at any time during the Term of the Agreement of the Buses and Depot facilities of Operator, if required;

7. Fares and Passes

- 7.1. The Operator shall charge Fares from the Passengers of Bus Service as per the Fare structure given in Annexure-2 and in compliance with the Applicable laws. The Fares would be collected and tickets would be issued to the Passengers through a specialized hand-held device/ electronic ticket vending machines ("ETVM"). It is clarified that ETVMs will be procured by the Operator at its own cost and would also be responsible for its maintenance and repair of ETVM and would at all times comply with the specifications and conditions provided in Annexure-4 of this Agreement. The number of ETVMs the operator requires to procure is equivalent to the number of buses in the route plus 20 percent extra. It is agreed by the Parties that the Operator shall be entitled to all the Fare collected from sale of tickets under the Project.
- 7.2. The revision of stage fare for these Non AC / AC Buses shall be done on half yearly basis due to increase in fuel prices and half yearly basis due to change in WPI Index. The Operators shall have the option to submit a proposal for revision of fare to UCTL suggesting the Fare revision based on the increase in the fuel prices in 1st week of start of each quarter and for increase in WPI Index in 1st week of April and 1st week of October every year. UCTL will thereafter examine and forward the proposal to Local Self Department of Government of Rajasthan for approval of the proposal. It is agreed

and understood by the Operator that it will only be able to charge revised Fare from the Passengers once the same has been approved in writing by UCTL and duly notified as per Applicable Laws.

7.3. The operator shall ensure the concession facilities given to various categories of persons as per prevailing Government Orders as per Annexure 3.

8. Deployment of Buses

8.1. Buses of the allotted route shall remain operational from 8:00 am to 8:00 pm on all days.

8.2 UCTL or its authorised representative shall at any time and more likely in the mornings inspect all the buses at the depot or parking area and during the business hours to ensure that operator has deployed the required number of buses as per Annexure-1.

8.3 The operator shall ensure availability of backup crew for each bus for extra working hours as per government norms.

9. Land for setting up the parking yard and other facilities related to operation and maintenance of the UCTL Buses, bus depot shall be provided by UCTL at various locations as provided in Annexure 6, whereas all facilities and temporary office may be set up by the operator to ensure smooth functioning of the buses.

10. Payment to the Operator

10.1. The Operator shall submit the report of operation during the month to UCTL on 7th of succeeding month specifying number of trips and passenger catered during the month.

10.2. The Operator shall also submit a detailed invoice for monthly grant during the month to UCTL on 7th of succeeding month and the same shall be paid by UCTL within 15 days from the date of submission of invoice.

10.3. In case of monthly premium quoted by the operator, the invoice shall be raised by UCTL on 7th of succeeding month and Operator shall pay the same within 15 days from the date of submission of invoice. Any delay beyond this period, subject to reasonability agreed between both parties, would attract an interest of 6% per annum.

10.4. All payments shall be made after deducting any tax (means Tax Deducted at Source) that UCTL / Operator may be obliged to deduct under Indian law.

10.5. Any Fines/damages and penalties, if any levied shall be adjusted from the payment.

- 10.6. UCTL/ Operator shall not be liable to make any other payments such as those arising from maintenance or operations of Buses other than the payments described in this section.
- 10.7. Damages due to negligent driving, accidents on street shall be the liability of the Service Provider including MACT claim if any.
- 10.8. The operator shall be responsible for all statutory permissions, approvals, and observations of law and insurance requirements as designated by law and good industry practice.
- 10.9. Any fines levied by traffic police or any competent authority will be borne directly by the Operator. UCTL claims no liability for such infractions. Further, UCTL retains the right to apply additional damages for Passenger discomfort and due to delay in system operations.

11. STANDARDS OF BUS SERVICE

- 11.1. The Operator will be required to ensure that the Buses are maintained in a road worthy condition as per bus manual and prescribed by Motor Vehicle Act.
- 11.2. The Operator shall ensure that the personnel and staff who are employed for the purposes of the implementation of the Project have the necessary qualifications and credentials. This shall include but not limited to on-going, re-certification or newly mandated qualifying requirements. The Operator shall be solely and exclusively responsible for all such personnel and staff employed for the purposes of implementing the Project.
- 11.3. The Operator shall enforce a dress and appearance code approved by UCTL. The operator shall provide at its own cost and expense uniforms and shall ensure that clean uniforms shall be worn by drivers, conductors and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under the Bus Operators Agreement.
- 11.4 The Operator shall manage complete Bus Fleet as per performance parameters prescribed hereunder and as per performance criteria as provided in Annexure 7. UCTL shall monitor and penalize as per matrix provided in Annexure 7. UCTL would be free to put more performance parameters and penalties during the course of the agreement based on actual performance of the contractual obligations.

12. Damages (other than Liquidated Damages)

12.1.UCTL shall verify compliance of all parameters, requirements, obligations and responsibilities enforceable against the Operator by virtue of the provisions of the Bus Operators Agreement. The Operator shall allow UCTL representatives, personnel and contractors of UCTL, complete access to the Operator's facilities (including equipment, material, and personnel) and Buses to enable UCTL to inspect, audit and monitor the performance of the Operator. If the Operator is in default of Schedule of Operation, then UCTL shall impose damages till such time as the default has been cured to the satisfaction of UCTL. If the Operator does not rectify the default within the stipulated cure period or if the default is of a nature that is not capable of rectification, it shall be treated as a Material Breach and UCTL shall have the right to terminate the Bus Operators Agreement in accordance with the terms hereof.

13. Accounts

13.1.The Operator shall provide to UCTL 2 (two) certified copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of each Operation Year to which they pertain, including the accounts related to the First Operation Year and the Last Operation Year.

14. Performance Guarantee

14.1 Performance Security amounting to total 5% of contract value shall be submitted as follows:

Contractor shall submit Performance Security @ 5% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / scheduled bank and shall remain valid up to 60 days beyond defect liability period. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable/invokable at Udaipur

~~At the time of the execution of the Bus Operators Agreement, the Successful Bidder would be required to submit to UCTL, an irrevocable and unconditional Performance Guarantee of an amount equivalent to 6 months of monthly grant or monthly premium quoted by the selected bidder, towards operation and maintenance of the buses in the form Bank Guarantee of any Nationalized bank or Schedule Bank approved by RBI.~~

15. If at any time during performance of this Agreement, Operator should encounter conditions impeding the timely completion and/ or performance of the services as per the Agreement, Operator shall promptly notify UCTL in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Operator's notice in this behalf, UCTL shall evaluate the situation and may at its discretion extend Operator's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.

16. All the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 will be applicable. If there is any contradiction in existing conditions, then the provisions of The Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013 shall be applicable.

17. FORCE MAJEURE AND CHANGE IN LAW

17.1. Notice of Force Majeure Event

- (a) As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
- (i) The nature and extent of the Force Majeure Event;
 - (ii) The estimated duration of the Force Majeure Event;
 - (iii) The nature of and the extent to which, performance or any of its obligations under the Bus Operators Agreement is affected by the Force Majeure Event;
 - (iv) The measures which the Affected Party has taken or proposes to take to alleviate /mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
 - (v) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under the Bus Operators Agreement.
- (b) As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Sub-Clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/ survey of the Depot facilities of Operator and Project Facilities and Buses in order to:
- (i) Assess the impact of the underlying Force Majeure Event;
 - (ii) To determine the likely duration of Force Majeure period; and
 - (iii) To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- (c) The Affected Party shall during the Force Majeure period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Sub-Clause (b) as also any information, details or document, which the other Party may reasonably require.

17.2. Performance of Obligations

If the Affected Party is wholly or partially unable to perform any of its obligations under the Bus Operators Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) Due notice of the Force Majeure Event has been given as required by the preceding Clause 17.1.
- (b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the Depot Facility or Project Facilities and Buses as a result of the Force Majeure Event and to restore the Depot Facility, Project Facilities and Buses to their original state (normal wear and tear excepted);
- (d) When the Affected Party is able to resume performance of its obligations under the Bus Operators Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay for resuming such performance;
- (e) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- (f) Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure.

17.3. Termination due to Force Majeure Event

- (a) If a Force Majeure Event continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 consecutive days, the Parties may mutually decide to terminate the Bus Operators Agreement or continue the Bus Operators Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall after the expiry of the said period of 120 consecutive days, be entitled to terminate the Bus Operators Agreement by giving written notice to the other Party.
- (b) If the Party having the right to do so decides to terminate the Bus Operators Agreement pursuant to the preceding sub-clause 17.3(a), it shall issue Termination Notice setting out:
 - (i) In sufficient detail the underlying Force Majeure Event;
 - (ii) The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
 - (iii) The estimated termination payment including the details of computation thereof; and
 - (iv) Any other relevant information.

- (c) Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:
 - (i) The termination payment, if any, payable by UCTL in accordance with the following Clause (d) is paid to Operator on the Termination Date; and
 - (ii) The Operator shall hand over to UCTL possession of all Buses on the Termination Date free from all Encumbrances.

- (d) Upon Termination of the Bus Operators Agreement due to a Force Majeure Event, UCTL shall return the performance guarantee to the Operator.

17.4. Liability for other losses, damages etc.

Save and except as expressly provided in this Clause 17, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

18. EVENTS OF DEFAULT

18.1. Event of Default means an Operator Event of Default, as the context may admit or require.

18.2. The Operator Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (“Operator Event of Default”):

- (i) The Operator is in/commits a Material Breach of the Bus Operators Agreement,
- (ii) The operator is a repeated breach (more than three quarters in period of one year despite adequate notice).
- (iii) Any representation made or warranties given by the Operator under the Bus Operators Agreement, is found to be false or misleading,
- (iv) The Operator, any of its creditors or any other eligible party files for the Operator’s liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing,
- (v) Levy of an execution or restraint on the Operator’s assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days,
- (vi) Amalgamation of the Operator with any other company or reconstruction/restructuring or transfer of the whole or part of the Operator’s undertaking (other than transfer of assets in the ordinary course of business) without UCTL’s prior written approval;

- (vii) The Operator repudiates the Bus Operators Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Bus Operators Agreement.
- (viii) The Operator has delayed payments that has fallen due under the Bus Operators Agreement beyond the specified time period or if not so specified beyond 90 (ninety) days of the due date
- (ix) The Operator is adjudged bankrupt or insolvent
- (x) The Operator does not attend to or abandons the Project for a consecutive period of 90 (ninety) Business Days other than in a Force Majeure Event.

18.3. Rights of Parties Upon the occurrence of the Operator Event of Default, UCTL shall without prejudice to any other rights and remedies available to it under the Bus Operators Agreement or law be entitled to terminate the Bus Operators Agreement pursuant to Clause 19.

19. TERMINATIONS AND EXPIRY OF AGREEMENT

19.1. Termination Procedure

The Party entitled to terminate the Bus Operators Agreement (which would occur only after following the process stipulated above) either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing (“Termination Notice”) to the other Party. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days (“Termination Period”) and at the expiry of the Termination Period, the Bus Operators Agreement shall stand terminated.

19.2. Obligations during Termination Period

During Termination Period, the Parties shall continue to perform such of their respective obligations under the Bus Operators Agreement, which are capable of being performed.

19.3. Requisition for Information

Upon issue or receipt, as the case may be, of the Termination Notice either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, UCTL shall by a notice in writing (“Requisition”) call upon the Operator to furnish the information to UCTL to enable UCTL to estimate the outstanding liabilities/assets of the Operator.

19.4. Consequences of Termination

- (a) Transfer of Assets

- (i) On the Termination Date, the Operator shall subject to the provisions of the Bus Operators Agreement:
 - (a) In the event of termination of the Bus Operators Agreement, in the event that UCTL so desires, in the interest of keeping the Bus Services provided by Operator running during their transition to UCTL, the Operator and UCTL will meet no later than once every fortnight to evolve and activate a transition plan to run the Bus Services. This arrangement will continue for a period of no longer than 180 days after the termination by UCTL.
 - (b) Ensure transfer, assign and deliver to UCTL or its nominated agency, free and clear of any Encumbrances, the vacant and peaceful possession of all the Project Facilities and civil structures constructed in use as part of the Project, in original state (normal wear and tear excepted). In the event of any damage by the Operator, the Operator shall be liable to make good all such damages.
 - (c) Transfer all its rights, titles and interest in or over the tangible assets comprised in the Project (including movable assets which UCTL agrees to take over) to UCTL or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.

- (ii) It is clarified that the liabilities of the Operator, including without limitation liabilities relating to labour and personnel related obligations of the Operator and the Persons claiming through or under the Operator shall not be taken over by UCTL or its nominated agency.
 - (a) All such labour and employees shall continue to be the responsibility of the Operator/such Persons even after the expiry of the Term and they shall have no claim to any type of employment or compensation from UCTL or UCTL's nominated agency.
 - (b) Project Agreements: The Operator shall at the cost of UCTL or its nominated agency transfer/assign such of the Project agreements which (i) are valid and subsisting, (ii) capable of being transferred/assigned, (iii) UCTL or its nominated agency has chosen to take over in its favour. The Operator shall entirely, at its cost, terminate all such Project agreements, which are not transferred/assigned to UCTL or its nominated agency.
 - (c) Transfer Costs
 - (i) The Project and all assets (including assets pertaining to sub authorization) shall be transferred to UCTL or its nominated agency, subject to the termination compensation, as applicable, having been paid by UCTL to the Operator.

- (ii) UCTL or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Project and any assets in relation to the Project by the Operator to UCTL or its nominated agency.
- (iii) A committee comprising of operator and UCTL official shall be constituted by Managing Director, UCTL. Chief Manager Roadway, RTO, PWD and UMC officials shall be the part of committee. The committee shall evaluate the assets, pending payments of the parties and other dues if any and determine the value of termination compensation payable to UCTL or Operator as the case may be.

19.5. Termination Payments

Upon Termination of the Agreement on account of Operator Event of Default, UCTL shall have the right to enforce/ encash the Performance Guarantee.

19.6. Accrued Rights of Parties

Notwithstanding anything to the contrary contained in the Bus Operators Agreement, any termination of the Bus Operators Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under the Bus Operators Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

20. INDEMNITY

20.1. Indemnity by the Operator

Without prejudice to the generality of Clause 20.4, the Operator shall indemnify and hold UCTL harmless, from any and all claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Operator and their respective employees and damage to or destruction of any property or equipment of the Operator and their respective employees arising during or as a result of the performances or non-performance of the Bus Operators Agreement from any cause whatsoever provided that this clause shall not apply to injury, death, damage or destruction to the extent caused by the negligence, default or omission of UCTL or its employees.

20.2. Indemnity - Third Party

Without prejudice to the generality of Clause 20.4, the Operator shall indemnify and hold UCTL harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party/Person and the damage to or destruction of any property of any third Person arising directly or indirectly as a result of any negligence, default or omission of the Operator or its employees or/and agents.

20.3. Non-Compliance with Laws

Without prejudice to the generality of Clause 20.4, the Operator shall indemnify and hold UCTL harmless from any fines, damages and similar charges which may be attributed to or imposed or assessed against UCTL by reason of the failure of the Operator to comply fully with all clearances save to the extent such failure was caused by the negligence, default or omission of UCTL or its employees and/or agents.

20.4. General Indemnity

Subject to the exclusions and limitations of liability in this clause, the Operator shall indemnify and hold UCTL harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by UCTL arising whether directly or indirectly as a result of the breach by the Operator of any of the Operator's obligations under the Bus Operators Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the negligence, default or omission of UCTL or its employees and/or agents. Notwithstanding the occurrence of the Termination Date, the Operator shall indemnify and hold UCTL harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by UCTL.

21. INSURANCE

21.1. Operator's Insurance

The Operator (at its own cost during the Term) shall effect and maintain in full force and effect policies of insurance in respect of claims for personal injury to or death of any person employed by the Operator and arising out of such employment, third party liability insurance and such other insurances (including but not limited to workers compensation, employer's liability and commercial general liability) as may be required by Applicable Law or prudent utility practices.

21.2. General Requirements of Operator's Policies.

The Operator shall:

- (i) Whenever required by UCTL, produce the policies or certificates of any insurance which it is required to effect under the Bus Operators Agreement together with receipts for the premiums;
- (ii) Effect all such insurances with an insurer and on terms approved by UCTL and, if required by UCTL, in the joint names of UCTL and any other person nominated by UCTL; Without prejudice to the generality of above paragraph that each policy of insurance contains a clause in terms approved by UCTL providing that it shall not as against UCTL (and such others as UCTL may reasonably require to be a named party to the insurance) be invalidated by any act, breach, omission, neglect or failure of the Operator or, in the case of such others, by the Operator or UCTL;
- (iii) That each policy of insurance contains a clause under which the insurers waive subrogation rights against UCTL, its contractors (other than the Operator), their respective affiliates and any employee of any of them and such others as UCTL shall reasonably nominate;
- (iv) That each policy of insurance contains a clause providing that if the policy is cancelled, or allowed to lapse or suspended for any reason whatsoever, or any change is made in coverage which adversely affects the interests of UCTL (and such others as UCTL shall reasonably specify) such cancellation, lapse, suspension or change shall not be effective as to UCTL (and such others as UCTL shall reasonably specify) for not less than one month after receipt by UCTL (and such others as UCTL shall reasonably specify) of written notice from the relevant underwriters or insurers of such cancellation, lapse, suspension or change;
- (v) Make no material alterations to the terms of any such insurance without UCTL's approval; and
- (vi) That each policy of insurance is primary without right of contribution from any other insurance, which is carried by UCTL or the Operator (or such others as UCTL shall reasonably specify).

21.3. Compliance with Policies

The Operator shall comply with the conditions of any insurance policy to be affected under the Bus Operators Agreement and shall not at any time do or omit to do anything whereby any insurance taken out under the Bus Operators Agreement would be rendered void or voidable or suspended, impaired or defeated in whole or in part.

21.4. Remedies for Failure to Insure

If at any time and for whatever reason any of the insurances required to be maintained pursuant to Clause 21.2 shall not be in full force and effect, then, without prejudice to any other right of UCTL, may at any time whilst such failure is continuing, such insurances

at the expense of the Operator and take such steps with respect of such insurances as UCTL may consider expedient or necessary. Any amounts expended by UCTL in procuring any such insurance or taking any such steps shall become immediately due and payable by the Operator to UCTL.

21.5. Notification of Claims

UCTL and the Operator shall give each other prompt notice of any claim relating to any insurance affecting the Project with full details of the incident giving rise to such claim and shall afford to the other all such assistance and information as may be reasonably required for the preparation and negotiation of insurance claims.

21.6. No Breach of Insurance Obligation

If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/ re-instated in respect of such risk, the Operator shall not be deemed to be in breach of its obligations regarding insurance under the Bus Operators Agreement.

22. DISPUTE RESOLUTION PROCEDURE

22.1 In the event of any question, dispute or differences arising under these Conditions or in connection with this contract except as to nay matter the decision of which is specially provided for by these Conditions, the same shall be referred to the District Magistrate, Udaipur.

22.2 The District Magistrate, Udaipur may from time to time, with the consent of all the parties to the contract enlarge the time for making the award upon the award upon every and any such reference.

23. GOVERNING LAW & JURISDICTION

The Bus Operators Agreement shall be construed and interpreted in accordance with and governed by the laws of India, only the courts in Udaipur shall have jurisdiction to try all disputes and matters arising out of an under the Bus Operators Agreement.

24. SCHEDULES

All schedules and other explanatory details attached to this Agreement or such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the UCTL/ Regulator shall be deemed to be a part of this Agreement.

25. NOTICES

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of Term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery/recognized international courier, mail, telex or facsimile and delivered or transmitted to the parties at their respective addresses set forth below:

To UCTL:

**Managing Director,
Udaipur City Transport Services Limited**
Municipal Corporation,
Udaipur (Raj) – 313001
Tel: +91 294 2421255

To the Operator:

or at such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

26. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

27. ASSIGNMENT

27.1 Subject to Sub-Clause below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.

27.2 The Parties hereby agrees that Operator does not have any right, title or interest over the Buses or any other Project Facilities provided by UCTL for and on behalf of UCTL.

27.3 The Operator cannot create any form of Encumbrance in favour of any third party on the following:

- (I) On any Buses or Project Facilities provided for use by UCTL;
- (II) On any asset in relation to the Project that has been provided for and on behalf of UCTL;

28. NO PARTNERSHIP

Nothing herein contained shall be construed to constitute a partnership between UCTL and Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

29. SEVERABILITY

29.1 If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

29.2 The Parties will negotiate in good faith with a view to agreeing upon one or more provisions, which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision. Provided failure to agree upon any such provisions shall not be subject to the dispute resolution procedure under this Agreement or otherwise.

30. REPRESENTATION AND WARRANTIES

30.1. Representation and Warranties of UCTL:

UCTL hereby represents, assures, confirms and undertakes to the Operator as follows:

- (a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- (b) That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- (c) Nothing in this Agreement conflicts with its constitutional mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- (d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law.

30.2. Representation and Warranties of Operator

Operator hereby represents, assures, confirms and undertakes to UCTL as follows:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;

- b) That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;
- c) The each of its employees, workmen, personnel and staff assigned to perform services as enshrined in this Agreement shall have proper skill, training and background for his/her level of competence so as to be able to perform and fulfill his/her responsibilities in a competent and professional manner. Further, all remuneration, salary, costs and expenses of such employees, workmen, personnel and staff shall be borne solely by the Operator;
- d) Nothing in this Agreement conflicts with its memorandum and articles of association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- e) This Agreement will be valid, legal and binding against it under the Indian Law.

31. MISCELLANEOUS

31.1. Amendments

No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

31.2. Language

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. Pursuant or relevant to this Agreement shall be in the English language.

31.3. Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

31.4. Further Assurances

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

<p>SIGNED ON BEHALF OF UCTL</p> <p>_____ (Signature) _____ (Name) _____ (Designation)</p>	<p>SIGNED ON BEHALF OF XYZ Limited</p> <p>_____ (Signature) _____ (Name) _____ (Designation)</p>
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BROAD SPECIFICATIONS OF BUSES

Buses procured needs to comply with Urban Bus Specifications – II, Ministry of Urban Development, Government of India. The same is being attached for Standard, Mini and Midi Buses. The new 27 buses which have to be procured by the bidder will be of

- (a) 17 Non- AC buses - 32/34 seater and
- (b) 10 AC buses - 40/44 seater

shall be of any of the following makes:

- Tata Starbus Ultra
- Ashok Leyland

Two buses for HOHO shall have to be fabricated with prior approved design by UCTL as double decker, open to sky.

Annexure - 2**BUS FARE OF BUSES AND APPLICABLE CONCESSIONS****A. BUS FARE**

S. No.	Kms.	Bus Fare (Rupees)	
		Non AC	AC
1.	0 – 5 Kms.	2/-	5/-
2.	5-10 Kms.	5/-	10/-
3.	10-15 Kms.	10/-	15/-
4.	15-20 Kms.	20/-	20/-

If for any reason, the contractor feels that fare for any specific route needs to be more than the prescribed maximum, then he'll need to submit a request with specific reasons, and such request shall be considered by UCTL.

Rate from Airport to any part of city shall be reserved as Rs. 100/- and vice versa.

B. CONCESSIONS

Passenger entitle for concession	Discount on Bus Fare
Patients of Thalassemia, Non-infectious Leprosy, Cancer, Escort of Thalassemia, AIDS & Cancer Patients	100%
Awardee Teacher	100%
Senior Citizen	25%
Student	50%

C. TARIFF FOR HOHO BUSES

The route of HOHO Buses may be determined by operator subject to condition that 25% of seats shall be reserved at fare of Rs. 100/- and max fare shall be Rs. 500/- per person.

Annexure - 3

CONCESSION FACILITIES TO VARIOUS CATEGORIES OF PERSONS

Passenger entitle for concession	Any one Original Document to be produced
Patients of Thalassemia, Non-infectious Leprosy, Cancer, Escort of Thalassemia, AIDS & Cancer Patients	Doctor's prescription/letter in which decease is clearly mentioned.
Awardee Teacher	Identity Card issued by RSRTC
Senior Citizen	Voter Identity Card, Identity Card issued by RSRTC, Passport, driving License, PAN Card, PPO Order and Ration Card with Photograph
Student	Student Identity card, Identity Card issued by RSRTC

OPERATIONAL PLAN**TENTATIVE ROUTES**

During tourist season 1st October to 31st March 4 Nos of busses shall be plied as Hop on Hop off (HOHO Buses), out of which 2 will be double decker with open deck.

Route of busses shall be as follows:

Gobardhan Sagar - Patel Circle - Doodh Talai - City Palace- Gulab Bagh - Shaurya Deergah - Kala Kiwad - Sajjan Garh - Rani Road – Shilpgram - Sahilyon ki Bari - Lok kala Mandal – Ayad - Gobardhan Sagar

(This route can be change by admin or by operator with consent of admin)

4 busses shall also run in off season during holiday weekends e.g. Dusshera, Diwali or when tourist inflow is high. Such weekend shall be determined by UCTL, where decision shall be final. Off season—2 buses for tourist route (both double decker)

List of tentative routes, for non-tourist buses, to be operated under this contract are as follows. These routes are tentative and final routes would be given to the operator at the time of signing the agreement.

Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		Titardi to Badgaon vaya saveena Choraha , krishi upaj Mandi Choraha, sector No 6 choraha, Police station sector 6, satellite Hospital Choraha, Sector no 4 Choraha, Community center Choraha, Vaishali apartment choraha,Vidya nagar tiraha, BSNL choraha, Sector no 3 choraha,	19		

Section V: Draft Contract

Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		Sevashram Choraha, Kumarohn ka bhatta, Fateh school, suraj pole choraha, Delhi gate choraha, Hathi pole choraha, Chetak, panchwati, sukhadia circle, Fathepura choraha, siphone choraha, Badgaon Panchayat samiti, Badgaon			
		Chetak circle Bus stand to village Kaanpur vaya court choraha, Shastri Circle, ayed Puliya, Mahasatiya, thokar choraha, HPCL Depo, Bypass choraha, Kaladwas road	11.5		
		Chitarkut Nagar to Govardhan Vilas vaya Bhuwana Bye Pass, Shobaghpora, Anand nagar, University Road, University Gate, Thokar Choraha, Sevashram Choraha, Sector 3, Sector 4, Sector 5, Sector 6, Sector 9 Sector 12, Sector 14 road	17		
		Badgaon to Balicha Vaya Syphon choraha, Fateh pura choraha, sukhadia circle, Meera Girls college, court Circle, university road, Kumarohn ka Bhatta, Tekri, Police Line, Central area, Reti Stand, IOC depot, Hiran magari sector 11, Hiran magari sector 13, hiran magari sector 14 Govardhan vilas road	18		
		Rampura choraha to Dabok vaya Mulla Talai, mahakaleshwar Tiraha, Rada ji Choraha, Fateh sagar			

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Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		corner, Shiksha Bhawan choraha, Chetak circle, Meera girls college, Court Circle, Delhi Gate, Suraj Pole, Fateh school, Sevashram choraha, Thokar Choraha, Pratap Nagar Choraha, RTO office tiraha, RTO office tiraha, transport nagar, Debari, OPECIFIC dental college, Hindustan Zinc choraha, Debari Power House choraha, Debari, Dabok Choraha Road			
		Debari to Rampura, debari (Hindustan Zinc) Transport nagar, debari Filling station, Bedwas, Pratap Nagar, Ravinder Nagar, Sunder was, (Raj. Patrika), Thokar Choraha (Dhul kot Road) Ayed (Pipal Chowk), Ashok Nagar (Mahaveer Marg), court Choraha, Chetak choraha, Shiksha Bhawan, Rada ji Choraha, Subash choraha (Mulla Talai), Royal garden, Rampura Choraha Road	21.75		
		Amber to balicha vaya amberi Village, sukher Village, Sukher Ghati, Sukher Choraha, Chitarkut Nagar Govt Quarters, RTO office, Pratap nagar choraha, MIA Choraha, Glass factory, Sunder was (Rajasthan Patrika Office), Thokar choraha, Old Railway station, Sewashram Choraha, Sector 3, Tagore Nagar Sector 3, Sector 4, Hansa Palace,	24.3		

Section V: Draft Contract

Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		sector4, petrol Pump, Narayan seva sansthaan road Sector4, Menaria Guest House Sect 4, lok Many tilak nagar sector 5, Gautam Budh Nagar, police Station sector6, sector7 choraha,Krishi Mandi choraha(Saveena), reti Stand Choraha, IOC Depo, sector11, Paras Talkies Choraha Sector 11, Roadways Depo Workshop, Govardhan vilas Police station Sector 14, Govardhan vilas old Chungi naaka, Transport Nagar, Bypass Choraha			
		Badi to Balicha vaya Devali, fatehpura Choraha, sahel Marg, Chetak circle, Hathipol,Delhi gate,Surajpol,Udiyapol,Citi styation, Paras Cinema,Govardhan vilas road	17.2		
		Titardi to Loyera vaya Saveena Choraha, Krishi Upaj Mandi Samiti choraha,Sector6 choraha, Police Station to Sector 6, Sector 4 choraha,BSNL choraha,Sector3 choraha,Sevashram choraha,Kumaron ka bhatta, Fateh school,Suraj Pol choraha, Delhi Gate Choraha, Hathipol choraha, Chetak cvircle, Panchwati Choraha,Sukhadia Circle, Fatehpura choraha,Syphon Choraha, Badgaon, Paaldi Choraha< Chikalwaas, Botra	21		

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Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		Village Road			
		Chitarkut Nagar to Balicha vaya Sukher Bypass Tiraha, GSM, Bhuvana, Fatehpura, Sukhadia Circle, Court Circle, Delhi gate, Suraj Pole, Udiapol, City Station, Paras Talkies, Saveena sabji mandi, Sector12, Sector14, Govardhan Vilas Road	18		
		Amberi to Balicha vaya Chitarkut Nagar, Bhuwana, Fatehpura Choraha, Sukhadia Circle, Court Chooraha, Delhi Gate, Suraj pol, Udiapol, City Station, Parsa Talkies, Hiran Magri sector13, Govardhan Vilas, Bypass Tiraha road	19.9		
		Govardhan Vilas to Govardhan Vilas Vaya Paaras, Patel Circle, Udaipole, Surajpol, Delhi Gate, Court Chorah, Shastri circle, Durga Nursery road, MB College, BN College, Sevashram Choraha, Nehru hostel sector3 Tiraha, BSNL office, Vidya Vihar, vaishaali apartment, gayatri nagar, Satelite hospital, police station, hiran magri, Jadaav Nursery, sabji mandi, Krishi mkandi, Reti stand, Indian Oil Depo, Sector 11, sector13 community Hall, Raj. Hospital, Sect14, Govardhan vilas Circular road	21.3		

Section V: Draft Contract

Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		Badi to Balicha vaya Devali, fatehpura choraha, Saheli Marg, Chetak circle, MB hospital, Delhi gate, Surajpol, Udaipol, city Station, Paras Cinema, Govardhan Vilas Road	17		
		Badgaon Village to Ambamaata Ghaati Vaya Panchayat Samiti Badgaon, VBRI main gate, Syphon Choraha, navratan complex, Fatehpura Chungi Naaka, Fatehpura Circle, Bathera House, sukhadia circle, Panchwati, Chetak circle, Hathipol, Delhi gate, Municipal corporation office, Surajpol, Roadways Bus Depo, Railway station, Patel circle, Paaras Mahal, Reti stand, krishi upaj mandi, Sabji Mandi, Saveena Aabadi, Sector 9 choraha, barkat colony, titardi aabadi, St Marrys road	16.2		
		TB Hospital to Central School vaya Badi Raj Police Rest House, Fateh saagar Corner, Devali, Fathpura, sahelion ki Badi, UIT, Panchwati, Chetak circle, Haathipol, Dehli gate, Shastri circle, Ashok Nagar, aayed puliya, Keshav Nagar, University Gate, Bohra Ganesh Temple, Dhulkot Choraha, Thokar choraha, Sunderwas, Pratapnagar Chorah			

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Sr. No.	Route No.	Routes	Length (Km)	Required Buses (Fleet)	Frequency
		Road.			
		TB Hospital, Badi Villaqge, to Geetanjali Medical College bypass vava Devali, fatehpura Choraha, chetak Circle, Court Circle, Dehli gate, Surajpol, Sikh Colony, sevashrm Puliya sector 3 Hiran Magri, Sector4, Sector5, sector 6(Police station) Satelite Hospital, Eklingpura choraha Road			

SPECIFICATIONS FOR ETM DEVICE

Sl.	Parameter	Requirement
1.	Processor	ARM 9 or 11 or equivalent and 32-bit RISC with a minimum of 350 MH processor or equivalent
2.	Operating System	The OS should have strong functionalities having at least the following features: i. Capability of multi tasking i.e. forking a child process from main process. ii. Capability of multithreading application. iii. Seizing of a single resource by more than one competing process. iv. Locking of resource (file) to prevent seizing by another process in case one process is using it. v. Unlocking of resource to allow another process the usage of the resource. vi. Scheduling to allow the usage of single resource by competing processes. vii. Forced unlocking of resource if a process seized it and crashed without freeing it. viii. Capability of upgrading application and configuration data. In case, any specific software/application is required to programme/ configure/ manage the devices, the same will be provides free-of-
3.	RAM	Min of 64 MB
4.	FLASH Memory	Min of 128 MB
5.	Extendable Memory	SD/Micro SD card interface (Minimum 2 GB).
6.	Display	Graphic display minimum 128 x 64 Pixels, minimum 2.5"screen, Monochrome or colour, Backlight capable of displaying Graphical images / icons, (GUI design has to be user friendly and Fonts used should be easily readable by the Conductor / Inspector).
7.	Keypad	Minimum of 20 keys on the keypad including programmable keys; In case of Touch screen, minimum of 15 keys on the keypad.
8.	Thermal Printer	57 mm, (min. of 18 lines/ sec), easy paper roll loading. Should support min 15 meter length thermal paper roll (55 GSM); Paper out sensor.
9.	SAM slots	Min 2 SAM slots (validate EPurse RFID Cards to connect with other modes).
10.	RTC	Inbuilt RTC with battery backup
11.	GPRS/USSD	Should have capability of Wireless Wide Area GSM/GPRS on dual band (850/900/1800/1900 MHz)

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12.	Battery	Li-ion/Li-polymer, Min 2400 MAH (Print 600 tickets per shift with a minimum of 8 hours of operations with real time data transfer and smart card read & write facility): Over-charge/ over-voltage/ over-current protection; Quick recharge; Extra Battery Pack per ETM
13.	Weight	Max. 500 grams
14.	Communication Ports	Either USB or RS232
15.	Security	Should support encryption standards including 3DES and AES for smart card reading/ writing as well as communication with Central System
16.	Certification	Desirable: EMV Level 1 & 2 and PCI-PED certification
17.	Operating temp.	5 - 45 degree C
18.	Contactless Smart Card Reader	Inbuilt Contact-less Smart Card reader: ISO 14443 (Type A & B)
19.	Indications on Display	Battery charge status
20.	Audio	Beeps on key-press and transactions
21.	Others	Remote Administration; capability (Over the air) upgrade of firmware, application, configuration parameters, master data, etc. should be possible.
22.	Accessories	Shoulder carry bag; AC charger (working from 160 V to 250 V)

Bus Depot Locations

- Proposed Shopping Centre, Sector 9, Hiran Magri Scheme

Depot land will be provided with boundary wall at the above place. Two sheds and washing ramps are already available at the location. Stores, offices and equipment shall have to be arranged by the bidder.

Performance Parameters and Penalties**A. Performance Review System (Bus Maintenance)**

1. Fines to be calculated per month basis

S. No.	Quality Parameters	Specified Service Quality Levels	Fine for Violation beyond defined levels
1.	Breakdown ¹ per 10,000 Bus Kms.	First Year =2	Fine per breakdown = (Monthly grant/ premium/ 35)* 1% - subject to maximum of 10% per bus
		Second Year =3	
		Third Year =4	
		Fourth Year onwards =5	
2.	Loss of services due to breakdown (less than 210,000 kms. in a month)	First Year – 1% of total loss kms.	1% of Monthly grant/ premium per 100 kms. of loss
		Second Year – 2% of total loss of kms.	
		Third Year – 3% of total loss of kms.	
		Fourth Year onwards – 4% of total loss of kms.	
3.	Number of Buses operational during any time	Not more than 2 Buses should be in operational at any time.	1% of Monthly grant/ premium per bus per day

2. Fines to be calculated on daily basis

S. No.	Quality Parameters	Fine for Violation
1.	Flooring not swept, seats found dirty at the start of the trip	0.5% of Monthly grant/ premium per incidence
2.	Malfunctioning passenger door	0.5% of Monthly grant/ premium per incidence
3.	Broken/ Loose/ Missing Passenger Seat	0.5% of Monthly grant/ premium per incidence
4.	Placing any decorative article / religious figure or symbol or political symbol inside or outside the bus without prior approval of the authority	0.5% of Monthly grant/ premium per incidence
5.	Damage to any vehicle tracking equipment or any Intelligent Transit Management Solution installed by the Authority.	1% of Monthly grant/ premium per incidence

¹ Bus breaking down online would be considered available for a trip if they individually complete atleast 90% scheduled kms. during that trip

S. No.	Quality Parameters	Fine for Violation
6.	Non operational or poorly performing AC for more than 3 days period after bring provided notice by the Authority	1% of Monthly grant/ premium per incidence

B. Performance Review System (Bus Operations)

1. Fines to be calculated per month basis

S. No.	Quality Parameters	Specified Service Quality Levels	Fine for Violation
1.	Trip Efficiency	95% of scheduled trips	0.5% of Monthly grant/ premium
2.	Safety Operations (No. of accidents per Lakh Kms.	NIL	1% of Monthly grant/ premium per fatal accident and above penal actions as per law
3.	Punctuality ² of Buses	95%	0.5% of Monthly grant/ premium per incidence

2. Fines to be calculated per daily basis

S. No.	Quality Parameters	Fine for Violation
1.	Non-operating of Passenger Information System, gadgets, devices etc.	0.1% of Monthly grant/ premium per incidence
2.	The driver is not carrying a valid driving license	0.5% of Monthly grant/ premium per incidence
3.	Use of Cell phone by Driver while driving	0.5% of Monthly grant/ premium per incidence
4.	Any damage to the fixed infrastructure like railing, street lights, bus stops, terminals, parking places etc during the operation	To be repaired by the operator at his own cost
5.	Skipping of designated stops	0.5% of Monthly grant/ premium per incidence

² A bus will be punctual/ on time if it departs from scheduled departure point within applicable limits of ±10 minutes from defined schedule. Time shall be calculated based on GPS & Other electronically monitored records.

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
	Definition of Low Floor area	Low floor area shall not be less than 50% of the total saloon area (excluding front wheel boxes and driver's cab) and shall not be ramped in the longitudinal plane
1	Propulsion system	ICE, electrical, hybrid, fuel cell
2	Fuel-options	Fuel to be compatible with propulsion system & prescribed emission norms
3	Engine	
3.1	Engine HP sufficient to provide:	
a	Rated performance at GVW in a stop/start urban operations	Geared maximum speed without speed limiter to be 75 kmph
b	Acceleration (metre/sec)	≥ 0.8
c	Attain bus speed of 0-30 kmph in seconds	≤ 10.5
d	Maximum speed	Geared maximum speed without speed limiter to be 75 kmph
e	Grade ability from stop at GVW	17%
f	Rated HP/torque preferably at lower rpm range	Maximum engine torque required at lower range of RPM and spread over a wider range of RPM
g	Power requirements for Air conditioning system, ITS etc	Required
3.2	Emission norms	BS III/BS IV or latest as applicable
3.3	Engine management	Engine oil pressure, engine coolant temperature, engine speed in RPM, vehicle speed, diagnostic details message (engine specific)
3.4	Engine operational requirements	Engine should be able to operate efficiently at ambient temperatures of approximately 0° to 50° C, humidity level from 5% to 100%, and altitude levels of up to 2000 meters, generally operating in the semi arid zone/hilly region prevailing in the area.

¹ Cities having population ≤ 1 million (as per census 2011) can procure buses having 900 mm floor height also whereas cities having population more than 1 million (as per census 2011) will procure either 650mm or 400mm floor height buses. Any change in composition is subject to approval of Ministry of Urban Development (MOUD), GOI. W.E.F. 1.4.2016, 900mm floor height standard size buses are to be procured only as an exception in all cities ≤ 1 million populations also.

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
3.5	Engine location	Optional
3.6	Transmission	Purchaser to select any one transmission system. However, rear engine buses to have either automatic or automated manual transmission system only. (any bus delivered after 1st April, 2015 will mandatorily have either automatic or automated manual transmission system)
a	Automatic with torque convertor. Neutral during stops	
b	Automated manual	
c	Manual - synchromesh - forward speeds (minimum 5) & constant mesh on reverse gear	
4	Operational safety	Transmission system to be fitted with a mechanism which makes it possible to engage reverse gear only when vehicle is stationary (applicable for automatic & automatic manual transmission)
5	Clutch (where applicable)	Dry, single plate, power assisted operation
5.1	Rear axle	Single reduction, hypoid gears, full floating axle shafts with optimal gear ratios suitable for urban operations
5.2	Front axle	Heavy duty reverse Elliot type axle suitable for various floor heights
6	Steering system	Hydraulic power steering with height and angle adjustment
7	Suspension system ²	Pneumatic
7.1	Front	Air bellows - 2 numbers
7.2	Rear	Air bellows – 2/4 numbers
7.3	Kneeling applicable in case of air suspension (required only for 400 mm floor height buses)	60 mm entry/exit side severally & collectively
7.4	Anti roll bars/stabilizers ³	Both front and rear
7.5	Shock absorbers	Hydraulic double acting 2 at front & 2/4 at rear

² Only in case of 900 mm floor height buses, front suspension can have option of air suspension/independent/parabolic/weveller type. Irrespective of the type of suspension, floor level of bus should not go beyond maximum floor height. Any bus delivered after 1st April, 2015 will mandatorily have air suspension or superior in both front & rear.

³ Optional in case of independent suspension

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
7.6	Controls (optional)	Electronically controlled air suspension system
8	Braking system	Dual circuit full air brakes, with preferably disc type arrangement for front and drum at rear brakes. Graduated hand controlled, spring actuated parking brakes acting on rear wheels (any bus delivered after 1st April, 2015 will mandatorily have disc brake in front)
8.1	Anti skid anti brake locking system (ABS)	As per CMVR
8.2	Electronic controls	Optional
9	Electrical system	24 volt DC
9.1	Batteries:	Low maintenance type lead acid batteries for 24 V system- performance as per BIS:14257-1995 (latest). 2*12V of commensurate capacity. Maintenance free batteries preferred.
9.2	Self starter	24V
9.3	Alternator	24V (another alternator of similar capacity for AC buses)
9.4	Electrical wiring & controls- type	As specified separately under ITS specifications
10	Speed limiting device (optional):	Electronic type duly approved /certified as per AIS – 018/2001 or latest, tamper proof and be adjusted to applicable speed limit
11	Tyres	Steel radial tube-less. Size and performance as per CMVR
12	Fuel tank	Capable to enable bus operation \geq 300 km between consecutive fillings
	Fuel tank location	Optional
13	Bus characteristics	
13.1	Bus dimensions (mm)	
a	Overall length (over body excluding bumper)	12000 (minus tolerance of 100)
b	Overall width (sole bar/floor level- extreme points)	2600 (maximum)
c	Overall height (unladen - at extreme point)	3800 (maximum)
d	Wheel-base	6100 (tolerance -200 +400)

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
i	Front overhang	As per CMVR
ii	Rear overhang	As per CMVR
13.2	Maximum turning circle radius (mm)	As per CMVR
13.3	Floor height above ground (mm)- maximum	400/650/900
13.4	Clearances (mm)	
a	Minimum axle clearance (mm)	190
b	Wheel area clearance (mm)	> 220 for parts fixed to bus body & > 170 for the parts moving vertically with axle.
c	Minimum ground clearance (un-kneeled) in mm at GVW	Within the wheelbase not less than 240
13.5	Angles (degrees)	
a	Angle of approach (unladen)	Not less than 8.5°
b	Angle of departure (unladen)	Not less than 9.0°
c	Ramp over angle (half of break-over angle)	Not less than 4.8°
14	Bus gates/Doors	
14.1	Type of doors	Preferably in-swing in front with option of jack knife and double jack knife in rear door
a	Operating mechanism	Electro pneumatically controlled
b	Opening/Closing time in seconds per operation (maximum)	4
c	Positions of door controls	On dashboard and also inside & outside of doors
d	Passenger safety system - allowing bus motion on doors closing and doors opening only when the bus is stopped	Mandatory
14.2	Front service doors - (near side/non-driver side)	√
a	Minimum door aperture (without flaps) in mm	800
b	Minimum clear door width (fully opened) in m	650 ± 50

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
c	Minimum door height in mm	1900
d	Positioning front service gate	Ahead of front axle
e	Number of gates	1
14.3	Rear service doors (near side/non-driver side) :	
14.3.1	Rear service doors (near side):	√
a	Minimum door aperture (without flaps) in mm	1200
b	Minimum clear door width (fully opened) in mm	1000 ± 50
c	Door height in mm	1900 (minimum)
d	Positioning rear door	Purchaser to select any of the two options
i	Ahead of centre line of rear axle	Preferably rear edge of gate 1500 mm ahead of centre line of rear axle
ii	Behind the centre line of rear axle	Preferably front edge of gate 1500 mm behind centre line of rear axle
e	Number of gates	1
14.3.2		Applicable for BRTS
14.4		Applicable for BRTS
14.4.1		Applicable for BRTS
14.4.2		Applicable for BRTS
14.4.3		Applicable for BRTS
14.5		Applicable for BRTS
14.6	Maximum first step height (mm) from ground - unladen & un-kneeled position in buses with:	
a	Stepped type entry (maximum)	400
b	Level entry (at station platform height)	Applicable for BRTS
14.7	Maximum height (mm) of other steps	

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
a	if door ahead of rear axle	250 (applicable only for 900/650 mm floor ht. buses)
b	if door behind rear axle	300 (applicable only for 900/650 mm floor ht. buses)
14.8	Ramp for wheel chair at the gates wherever required	Sunken type wrap over (manually operated) ramp, for wheel chair of PwDs, fitted on floor at gate in front of PwD seat anchorage. Suitable design mechanism for 650/900mm floor height considering that floor level of bus stops are at 400mm
a	Dimensions	Minimum width 900 mm
b	Material	Aluminium alloy with anti-slip coating
c	Load carrying capacity (in kilograms)	> 300
d	Device to prevent the wheel chair roll off the sides when the length exceeds 1200 mm	√
e	Device to lock wrapped up ramp	√
f	Kneel ramp control: (applicable in reference of clause 7.3)	Kneeling arrangement for kneeling on left side severally and combined. Kneeling up to 60mm
g	Requirement for passengers with limited mobility	√
i	Wheel chair anchoring - minimum for one wheel chair	√
ii	Priority seats - minimum 2 seats	√
iii	Stop request	√
h	Emergency doors/exits or apertures (Numbers)	As per AIS 052
	Dimensions in mm	As per AIS 052
i	Door closing requirements for bus movement -	Bus could move only after door closing completed
i	Power operated service door - construction & control system of a power operated service door to be such that a Passenger is unlikely to be injured/trapped between the doors while	As per AIS 052

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
	closing.	
ii	Door components	As per AIS 052
iii	Door locks/locking systems/door retention items	As per AIS 052
iv	Door hinges	As per AIS 052
15	Bus body	
15.1	Design type approval	As per Annexure-3
15.2	Bus structure - materials specs etc	Material to be decided by the manufacturer OR as per the tender specifications issues by purchaser. Other requirements as per bus body code. Material should fulfil strength etc. requirements indicated under Annexure-3
15.3	Insulation	
a	Roof structure	Material to be decided by the manufacturer OR as per the tender specifications issues by purchaser. Other requirements as per bus body code. Material should fulfil strength etc. requirements indicated under Annexure-3
b	Engine compartment	
15.4	Aluminium extruded sections for:	Aluminium extrusion IS 733/1983 or better
a	Rub rail	
b	Decorative moulding	
c	Wire cover	
d	Wearing strip	
e	Foot step edging	
f	Panel beading	

Bus specifications of standard size urban bus (AC/Non-AC)			
S. No.	Description	Specifications	
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm	
g	Window frame		
h	Roof grab rail brackets		
15.5	Floor type/Materials etc		
a	Type of floor	Flat except at wheel arches in the low floor area of bus- seats may be located over the wheel arches	
b	Applicable for BRTS		
c	Steps on floor	No steps except those necessary for the rear high floor area	One step in the low floor area either at gates or across the floor. Steps may be provided as necessary on high floor in the rear side
d	Applicable for BRTS		
e	Maximum floor slope	6%	
f	Floor surface material	12 mm thickness phenolic resin bonded densified laminated compressed wooden floor board (both side plain surface) having density of 1.2 gms/cc conforming to IS 3513 (Part-3): type VI 1989 or latest. The flooring should also be boiling water resistant as for marine board BIS:710-1976/ latest and fire retardant as per BIS:5509-2000 (IS15061:2002)	
g	Anti – skid material	3 mm thick anti-skid type silicon grains ISO 877/76 for colour, IS5509 for fire retardancy	
15.6	Safety glasses and fittings:		
a	Front windscreen (laminated) glass:	Single piece laminated safety glass, plain, flat/curved with curved corners with PVB film IS 2553 (Part-2)-1992/latest. Standard designs for each variant of buses to be followed. (Refer Annexure 1)	
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1)	
b	Rear windscreen: (wherever provided)	Single piece flat/curved toughened glass-plain/flat/curved at centre &	

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm curved at corners IS:2553 (Part-2)-1992/latest
	Size:	Standard designs for each variant of buses to be followed. (Refer Annexure 1)
c	Side windows:	Flat, 2-piece design-top fixed/sliding & bottom sliding toughened glass IS2553 (Part-2)-1992/latest
d	Glass specifications	Toughened glass IS2553(Part-2)-1992/latest
	Glass thickness:	4.8-5.3mm
e	Window & other glasses - material specs, thickness etc	Toughened as per IS:2553 (Part-2)-1992/latest of 4.8-5.3 mm thickness
f	Safety glass	As per AIS 052/CMVR
g	Rear view mirrors	As per AIS 052
15.7	Seating and gangway etc	
15.7.1	Passenger seating's for ordinary type-1 buses	As per AIS 052
a	Seat layout in the low floor area	2x2
b	Seat layout in the higher floor area	2x2
c	Seat area/seat space per passenger (width*depth) mm	400*350
d	Seat pitch - minimum (mm)	As per AIS 052
e	Minimum backrest height-from floor to top of seat/ headrest	As per AIS 052
	Seat base height-distance from floor to horizontal front upper surface of seat cushion mm.	As per AIS 052
	Seat back rest height (mm)	375
f	Torso angle (degrees)	Minimum 12°
g	Seat materials	'PPLD/LDPE'moulded AIS 023 & AIS 052 for performance
h	Seat frame structure material where required:	Frame structure of ERW steel tube
i	Free height over seating position (mm)	More than 900

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
	Seat base height	As per AIS 052
j	Clearance space for seated Passenger facing partition (mm)	Minimum 350
k	Seat back/Pad material/Thickness:	Polyurethane foam IS15061:2002 (padding is optional)
	Type:	MDI moulded IS 5509
	Upholstery:	Pile fabric/jekard 0.7-1mm thickness
l	Area for seated passengers (sq. mm.) type 1 NDX/SDX:	400*350
m	Area for standee passengers (sq. mm.)	As per AIS 052
n	Number of seats including one for wheel chair	32 - 34
o	Number of standees	Calculation as per AIS 052
p	Sitting/Standing ratio	Not required
q	Head rest	Not required
r	Seats side facing location	Not suggested except on wheel arches
s	Seat arm	Not required
t	Magazine pouch	Not required
u	Individual seat row fans	Not required
v	Reading lights	Not required
w	Seat back rest	Fixed
x	Seat belts & their anchorage	Not necessary except diver seat & wheel chair (performance etc. as per AIS 052)
y	Performance & strength requirements of:	√
i	Driver seat	As per AIS 023
ii	Passenger seats	As per AIS 023
15.7.2	Gangway:	
a	Minimum interior head room (centre line of gangway) mm	1900 including that in the rear overhang area.

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
i	At front axle:	As per AIS 052
ii	At rear axle:	As per AIS 052
ii	Other areas	As per AIS 052
b	Gangway width (mm) from gates to longitudinal space between seats (access to service doors)	(Ref figure-1) minimum 700 mm excluding armrests (armrests are not required) and including stanchions- will be measured from seat edge to seat edge. In case of front engine buses, clear passage available between front seat row and engine should not be less than 400 mm.
c	Gangway width (mm) in longitudinal space between seats	As above
d	Gangway width (mm) in longitudinal space between seats (rear of rear edge of the rear door in rear engine bus)	As above
e	Driver's working space	As per AIS 052
	Driver's seat	As per AIS 052
15.8	Corrosion prevention & painting	As per clause 3.17 of AIS 052
a	Corrosion prevention treatment	
	Internal surfaces of structural members	
	External surfaces of structural members	
	After drilling holes/welding	
	Intermetallic galvanic corrosion prevention	
b	Primer coating	
c	Painting:	
16	Electrical system	BIS marked, copper conductors with fire retardant as per IS/ISO:6722:2006 as per appropriate class. conductor x-sec varying as per circuit requirements, minimum cross-section 0.5 sq mm. quality marking may also be as per equivalent or better European, Japanese, US standards
16.1	Electrical cables:	
16.2	Conductor cross section	

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
16.3	Safety requirements of electrical	As per AIS 052
a	Fuse	
b	Isolation switches for electrical circuits where RMS value of voltage exceeds 100 volts	
c	Location of cables away from heat sources	
d	Type approval of circuit diagram as per Standards related to electric equipments/wiring	
e	Battery cut - off switch (isolator switch):	
16.4	Wind screen wiper:	Electrically operated with two wiper arms & blades, wiper motor heavy duty steel body with minimum 2-speed operation wiping system as per CMVR/BIS:7827 part-1, 2, 3 (Sec.1 & 2)/latest. As per AIS 011
a	Wiper motor:	Variable speed with time delay relay as per AIS 011
b	Wiper arm/Blade:	As per AIS 019/AIS 011
16.5	Driver cabin fan	1 number, 200 mm fan as per provision of CMVR, matching interiors
16.6	Lighting - internal & external and illumination	As per AIS 052
16.7	Illumination requirements/performance of:	
a	Dash board tell tale lighting/control lighting	As per AIS 052
b	Cabin lighting - luminous flux of all lamps for cabin lighting	As per AIS 052 with illumination level of ≥ 100 lux & ≤ 200 lux
c	Passenger area lighting -luminous flux of all lamps for Passenger area lighting	As per AIS 052 with illumination level of ≥ 100 lux and ≤ 150 lux
17	ITS enabled bus	As specified separately under ITS specifications
18	Safety related items:	
18.1	Driver seat belt & anchorage duly type approved.	ELR recoil type, 3 point mounting as per CMVR & AIS 052 conforming to AIS 005 & 015
18.2	Passengers seat belt:	Not necessary except diver seat & wheel chair (performance etc. as per

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
	Number:	AIS 052)
18.3	Driver/Passenger/Wheel chair seat belt anchorage	
18.4	Fire extinguisher:	As per AIS 052
18.5	First aid box:	1 number, as per provision of CMVR
18.6	Handrails minimum length*diameter*height above floor in mm	Colour contrasting and slip resistant of aluminium tubing 32 mm dia, 3 mm thick. rest as per AIS 052
18.7	Handholds:	Colour contrasting and slip resistant. 2 to 4 numbers. Handholds per bay. rest as per AIS 052
18.8	Stanchions:	Vertically fitted, aluminium tubing with colour contrasting and slip resistant. 40 mm diameter & 3.15 mm thick. Rest as per AIS 052. As an alternative to stanchions mounted on bus floor, stanchions mounted on top of seat frames (new version seats) be explored (refer figure-2).
18.9	Bells for Passenger convenience	High visibility bell pushes shall be fitted at a height of 1.2 meter on all alternate stanchions. These would assist PwDs
18.10	Applicable for BRTS	
18.11	Window guardrails:	As per AIS 052. An additional guard rail in the rear part of bus in view of raised seating.
a	In all school buses - minimum numbers.	
b	In all other buses- minimum numbers.	
c	In AC super deluxe buses	
d	Other details:	
	Other details:	
	i First guard rail at a height from window sill in mm	
	ii The distance between two guard rails in mm	
18.12	Entrance/Exit guard/Step well guard:	800 mm minimum height extending \geq 100mm more than centre line of sitting position of the Passenger.
18.13	Emergency exit doors, warning devices etc:	As per AIS 052/CMVR
18.14	Front/Rear door, stepwell lights, door open sign	Incandescent bulb/LED as per AIS 008

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm
18.15	Mirrors right/left side exterior/interior:	Convex as per AIS 001 & 002. Interior with double curvature
18.16	Towing device front/rear	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30° of the longitudinal axis of the bus. As per CMVR & IS 9760 - ring type
18.17	Warning triangle	As per AIS 052/CMVR
18.18	Fog lighting	As per AIS 052/CMVR
18.19	Bumpers - front and rear	Both made of steel or impact resistant polymer or combination of both meeting requirement of an energy absorbing system
	Impact strength for bumpers	Meet requirements of paragraph 6.3.1 of AIS 052
19	Miscellaneous items/requirements	
19.1	Windows	
a	Type of window	Sliding type window panes except AC bus
b	Minimum height of window aperture (clear vision) ⁴ in mm	≥ 950
c	Minimum height of upper edge of window aperture from bus floor	As per AIS 052
d	Minimum width of windows (clear vision zone)	As per AIS 052
19.2	Cabin luggage carrier	As per AIS 052
19.3	Life cycle requirements of bus (whichever is earlier)	12 years or 10,00,000 km
20	Air conditioning system - test procedure for type approval	
20.1	Specifications	a) For up to 42°C of saloon temperature and b) For > 42°C of saloon temperature
20.2	Target results	a) 24± 4°C (up to 42°C) b) Temperature gradient of 15° (> 42°C of saloon temperature) e.g. If the saloon temperature is 45° , then the target temperature inside the bus is 45° -15° = 30°

⁴ Clear vision includes partition between fixed and sliding glass subject to a maximum width of 100 mm

Bus specifications of standard size urban bus (AC/Non-AC)		
S. No.	Description	Specifications
	Bus characteristics	Maximum floor height: 400/650/900 ¹ mm c) Minimum average air velocity at air vent is 4.5 m/s
20.3	Apparatus	Lab condition and heating chamber
20.4	Procedure	1. Soak for 1 hour 2. At 2000 rpm 3. Upto 42°C: pull down time 30 minutes (maximum) (for more than 42°C of saloon temperature, pull down time within 40 minutes (maximum)) 4. Thermocouple to be placed over place minimum 20 numbers. at nose level
20.5	Air Curtains on entry/exit gates to avoid loss/gain of heat and or cool air when doors are frequently opened for boarding/alighting of Passenger with min air flow of 1000±50 m ³ /hr at each gate. Type of air curtains at entry exit gates their power consumption etc be accounted for while deciding engine power, etc	Required
21	Additional requirements	
21.1	Air circulations and ventilation in driver's area	An air passage/duct/roof hatch to be provided in driver area at a suitable location for proper inflow of air inside the driver cab Drivers work area to be provided with blower or suitable device (200 mm diameter fan) to ensure proper ventilation. These devices may be capable of 3 – speed adjustment
21.2	Maximum noise levels inside the saloon (irrespective of AC, non-AC/fuel type/engine location)-test procedure as per AIS 020	84 dba (to be achieved a maximum noise level of 81 dba from 1 st April 2015 onwards)
22	Fuel efficiency requirement	While tendering purchaser may take into account the higher weightage for more fuel efficient vehicle under standard test conditions