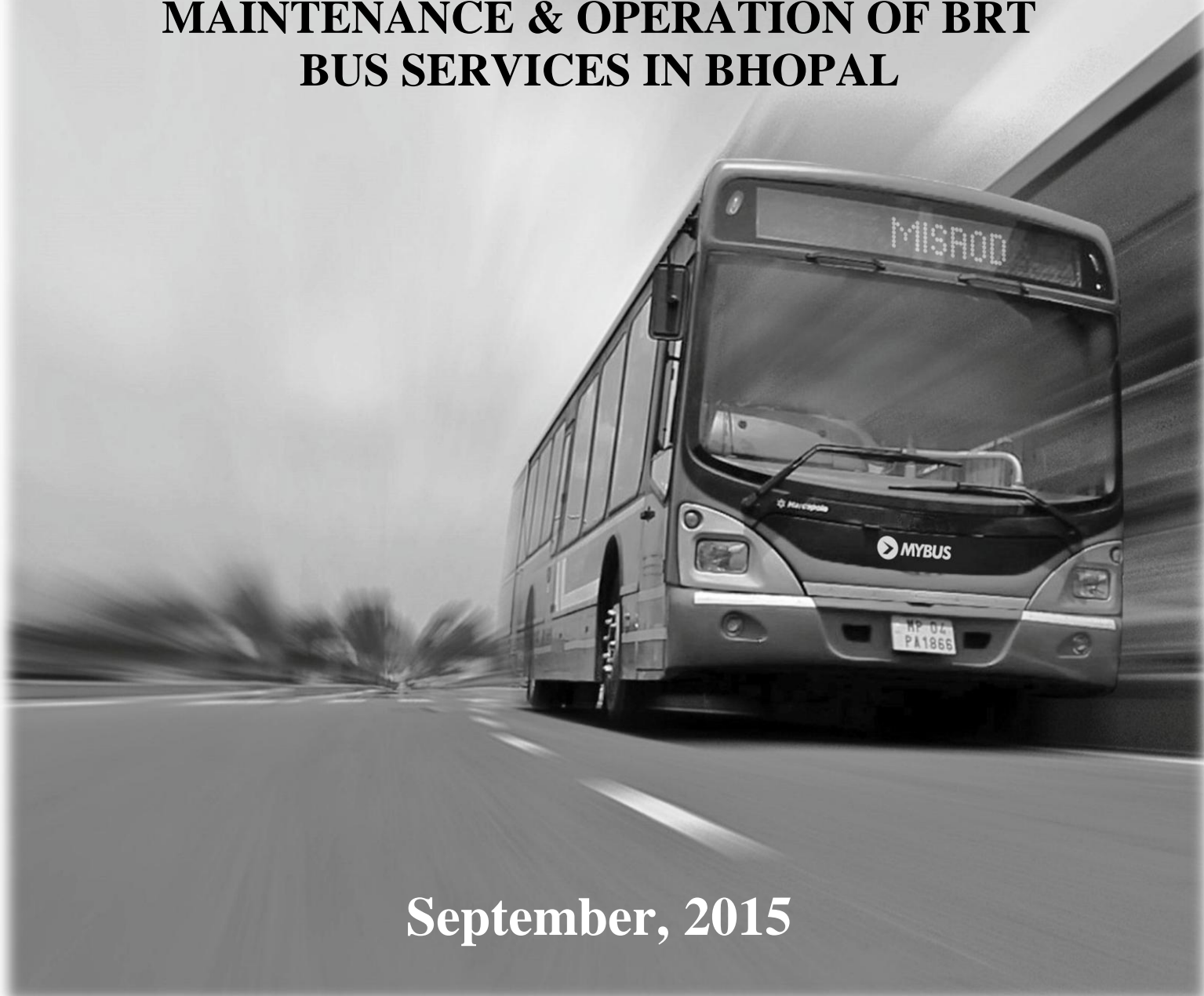


REQUEST FOR PROPOSAL FOR ENGAGEMENT OF OPERATOR FOR MAINTENANCE & OPERATION OF BRT BUS SERVICES IN BHOPAL



September, 2015



Bhopal City Link Limited

IInd Floor, "B" Wing, ISBT Campus, Dr. Ambedkar Marg, Near Chetak Bridge,
Bhopal (M.P.) Ph: 0755-2980097, E-mail: bcll_bpl@rediffmail.com

“Engagement of Operator for Maintenance & Operation of BRT Bus Services in Bhopal”

This tender document request for proposal for **Maintenance & Operation of BRT Bus Services In Bhopal** has been issued by the managing director, **Bhopal City Link Limited, Bhopal** to _____ on date _____, on receipt of Rs 25,000/- (Twenty Five Thousand only) by demand draft no.....dated.....

(Receipt no. _____)

City Engineer (P)
Bhopal Municipal Corporation &
Addl. Chief Executive Officer
Bhopal City Link Limited.

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SECTION-1: DISCLAIMER

This Request For Proposal is being issued by Bhopal City Link limited, hereinafter referred to as “the Employer” for inviting tenders for **“RFP FOR ENGAGEMENT OF OPERATOR FOR CITY BUS OPERATIONS ON BRTS CORRIDOR”** on 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 Employer. The information contained in this Request for Proposal document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BCLL or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by BCLL to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by BCLL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BCLL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BCLL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BCLL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process. BCLL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. BCLL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that BCLL is bound to select a Bidder or to appoint the Successful Bidder or Concessionaire, as the case may be, for the Project and BCLL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BCLL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BCLL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder.

NIT Published in News Paper / Website dated 27-Sept-2015



Office of the Municipal Corporation, Bhopal

“B” wing, 11th Floor, Above Passport office, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P)

No.: BMC/BPL/BCLL/BUS/Tender /

Bhopal, Date:- /09/2015

Bhopal City Link Ltd. incorporation as a SPV working under Bhopal Municipal Corporation to operate and manage public transport system in Bhopal invites bids from prospective bidders for the following work:

NIT No.	Name of Work
26	ENGAGEMENT OF OPERATOR FOR CITY BUS OPERATIONS ON BRTS CORRIDOR.

The detailed terms and conditions are given in the RFP, which can be downloaded from B.M.C. website: <http://www.bhopalmunicipal.com> or www.mybusbhopal.in by prospective bidders and same shall be submitted to BCLL office along with cost of tender. The RFP can also be purchased from BCLL in office hours. BCLL reserves all rights to accept/reject any tender, whole or part of the Proposal and to modify terms and conditions without assigning any reason. Corrigendum and Amendment for above NIT shall not be issued separately in newspapers & correction if any, would be Published on website only. Conditional Tenders will not be accepted.


City Engineer (P) BMC &
Additional CEO, BCLL

SECTION-2: INTRODUCTION- BHOPAL CITY

Bhopal is the second largest city and the capital of Madhya Pradesh, is a fascinating amalgamation of scenic beauty, old historic flavour and modern urban planning is witnessing rapid urban development and industrialization. It is also known as the “City of Lakes”. The city, with time, has been transforming to a multifunctional regional growth centre. Being one of the nerve centres of socio-political and economic activities the primacy of city in the state shall remain forever. Today Bhopal has blossomed into a city, which in spite of being modern, upholds the patrician mark of its bygone rulers. With time, the city has emerged as a multifunctional regional hub of socio-political and economic activities. The city is divided into 2 major areas—the old city and newly developed area with administrative, institutional, industrial, commercial and residential activities. The district is highly urbanized with nearly 80% of population residing in urban areas. Bhopal has not grown as a single city but as discreet townships, with sparse outgrowth in between, as follows: The old city and its periphery, BHEL Township, Capital Project (T. T. Nagar), Bairagarh, New out growth.

Presently, Bhopal Municipal Corporation (BMC) jurisdiction is in the municipal area of 463.52 sq. km. divided in 19 Zones and 85 Wards having the total population of 19,23,879. Bhopal houses various institutions and installations of national importance like BHEL & ISRO’s Master Control Facility. Bhopal is also home to the most number of Institutes of National Importance in India, namely IISER, MANIT, NLIU, SPA and AIIMS, making it one of the greatest education hubs in the country. Continuous efforts and implementation of projects like Bus Rapid Transit systems are undertaken to make Bhopal as a better city for living.

2.1 BRTS-AN INTEGRATED SYSTEM

BRT as a flexible rubber tired rapid transit mode that combines stations, vehicles, services, running ways, and intelligent transportation systems (ITS) elements into an integrated system with a strong identity. BRT applications are designed to be appropriate to the market they serve and their physical surroundings, and they can be incrementally implemented in a variety of environments from rights of way totally dedicated. In brief, BRT is an integrated system of facilities, services, and amenities that is designed to improve the speed, reliability and identity of bus transit. It is essentially rubber-tired LRT, but with greater operating flexibility and potentially lower costs since a relatively small investment in special guide ways often can provide regional rapid transit. Bus Rapid Transit System is a new form of public transportation which is an emerging approach to using buses as an improved high-speed transit system. Bus Rapid Transit involves coordinated improvements in a transit system’s infrastructure, equipment, operations, and technology that give preferential treatment to buses on urban roadways. Bus rapid transit system has grown in popularity in Bhopal city.

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2.2 Major components include:

- Running Ways that are clearly identifiable, free from traffic interferences wherever possible, and permit rapid and reliable service.
- Vehicles that are distinctive in design, easy to board and alight and provide multiple doors.
- Stations that are attractive provide passenger protection and amenities, permit off-vehicle fare payments, and are generally spaced far apart.
- Application of ITS to monitor bus performance, provide traffic signal priorities and passenger information, and permit precise berthing at stations.
- Service patterns that are clear, easy to use, and include high-frequency trunk-line operations and feeder routes.
- Land-use and parking policies that reinforce, rather than undercut, transit ridership.

2.3 BRTS features:

Improved stations and shelters, Bus terminals and unique stations or shelters differentiate Bus Rapid Transit service from standard bus service.

- Intelligent Transportation System technologies.
- Advanced technology can maintain more consistent distances between buses and inform passengers when the next bus is arriving.
- Cleaner and quieter vehicles. Improved diesel buses.
- Exclusive Lanes. Traffic lanes reserved for the exclusive use of buses help buses pass congested traffic.

2.4 BRTS Objectives

The objectives of providing BRTS in the city are:

Bhopal City Link Ltd., Bhopal’s objectives for the Bhopal BRT System are:

- BRT Bus Service Quality: To vastly improve the quality of BRT Bus Service available in Bhopal
- BRT Bus Service Frequency: To operate the BRT Bus Services at a frequency level that will enable continuous and fast transportation on the A.B. Road BRT route.
- Increased Public Transport Usage: The availability of a reliable, high quality, fast BRT Bus Service will increase usage of the BRT Bus Service.
- De-congestion of roads on the routes: It is expected that increasing of the width of the roads and increased usage of the BRT Bus Services will result in the de-congestion of roads along the BRTS routes.
- Cost: To minimize the cost of project; the cost of operations and maintenance; and the long term cost to taxpayers and the general public. To ensure cost effective and efficient operations and maintenance during the Contract period.

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- Efficiency in Project Implementation: To secure timely delivery/implementation of the Project, in accordance with target dates and deadlines stipulated by Bhopal City Link Ltd. in this Document.
- Efficiency in Revenue Collection: To secure better revenue collection through provision of more efficient ticket vending equipment.
- Efficient bus operations: To provide infrastructure that allows buses to ply in an efficient manner with exclusive right of way for a significant portion of their route length, including priority at intersections to minimize delays.

2.5 Role of BCLL

BCLL is the SPV, major share holding of BMC has launched BRTS buses in addition to the previously operated buses, which acts as feeder buses for the new BRTS system. The City Bus services system in Bhopal is operated by “Bhopal City Link Limited” (BCLL) formed as SPV functioning under Bhopal Municipal Corporation. The BCLL has been, since its inception in October 2006, functioning as SPV and managing the Bhopal city bus services through private bus Operator with the role of a facilitator. BCLL is committed to enhance commuter satisfaction, reliability and punctuality of public transport thereby reducing the dependence on private modes of transport. Govt. of India has sanctioned 225 no. of Buses to Bhopal city under JnNURM. Presently 150 no. (900 mm floor ht.) are operational on 7 different approved routes & 35 No. (900 mm floor ht.) are operational on 2 different approved routes of Bhopal City through Private bus operator under BCLL. The remaining buses 20 no. (900 mm floor ht.) and 20 no. of fully air-conditioned low floor A.C. buses (400 mm floor height) are directly being operated under BCLL on the TR-4 (BRTS) route of BRTS corridor from Misrod to Sehore Naka (St. Hirdaram Nagar) and other route in the city.

In order to further improve the system, the city of Bhopal has implemented the BRT project on 24.0 K.M. of heavy demand corridor and the bus operation on BRTS corridor came into operation by September, 2013. Under the JnNURM scheme, a new fleet of 20 no. fully air-conditioned low floor buses is being procured which shall be operating in BRT corridor.

BMC/BCLL has also adopted the use of Automatic Vehicle Location System (AVLS) on all its fleet size and also installed Passenger Information Systems (PIS) at selected stops for relaying this information to the passengers waiting at the bus-stops.

It has been observed that, after the implementation of fully air-conditioned low floor A.C. buses BRTS Corridor for Bhopal City Bus Services in the public transport sector in Bhopal city, the bus services has been modernized to the extent of providing an attractive, comfortable, easy and time-efficient experience to the public transport users in the city.

The BRTS Bus operation on the BRT corridor commenced from 27th Sept, 2013 since then 20 no. of fully air-conditioned low floor A.C. buses (400 mm floor height) are operational. Currently, these 20 no. fully air-conditioned low floor A.C. buses (400 mm floor height) are

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being directly operated by BCLL. BCLL would make available these buses for operations in running & fully maintained condition to private operator, selected through a competitive bidding process.

The objective of this arrangement is to induct professional management for bus operations through the private sector.

BMC will act as an umbrella organization and coordinate with all other agencies involved in the project of city bus operations such as the RTO, traffic police etc to obtain all Applicable Clearances and Bus Permits that may be required, from time to time, for enabling the Operator to operate and maintain the Bus Services. BMC will appoint a squad of personals to ensure that operation of BCLL buses by the private Bus operator is conducted in a safe and efficient manner. BMC proposes to develop multi level parking at various strategic points in Bhopal city to facilitate and add to public transport system. While meeting the Project objectives, Bhopal City Link Ltd. seeks to obtain the best value for money for the Project by drawing upon innovations and creativity from the private sector / Operator to the maximum extent possible on a win-win basis for the Operator, Bhopal City Link Ltd., Bhopal, and commuters.

SECTION-3: NOTICE INVITING TENDERS

Bhopal City Link Limited

IInd Floor, B Wing, ISBT Campus, Dr. Ambedkar Marg, Bhopal (MP) 462043
Ph: 0755 2980097, Fax: 0755- 2701223, email: bcll_bpl@rediffmail.com

No.: BCLL/ BMC/BUS/2015/

Bhopal, Date: 24-09-2015

NIT No. 26 Dated: 24-09-2015

Bhopal City Link Ltd. (BCLL) invites bids from reputed companies/firms for bus operations of A.C. Low Floor Buses (400mm) on BRTS Corridor (TR-4 route) in Bhopal. The detailed time table for the bidding process that shall apply is specified in the below data sheet. BCLL reserves the right to make any changes at its sole discretion. The time frame is indicative and would be subject to change as may be notified by BCLL from time to time.

Details	
Route no.	TR-4 (BRTS)
A.C. Low Floor BUS (400mm)	20 No.
Cost of Bid Document (non refundable)	Rs. 25,000/-
E.M.D.	Rs. 1,20,000/-
Issue of RFP document	28.09.2015
Pre-bid date	14:00 Hrs on 09.10.2015
Last date for receipt of Bids	15:00 hrs on 20.10.2015
Opening of Technical Bid	16:00 hrs on 20.10.2015
Opening of Financial Bid	To be communicated at later date

The detailed terms and conditions are given in the Request for Proposal (RFP), which can be purchased by the applicants from the office of CEO, BCLL, Bhopal on the submission of a written application clearly stating Request for Proposal for ENGAGEMENT OF OPERATOR FOR CITY BUS OPERATIONS ON BRTS CORRIDOR in Bhopal city upon payment of a non refundable Tender Document Fee of Rs 25,000/- (Twenty five Thousand only). The Request for Proposal (RFP) can also be downloaded from the B.M.C. website: www.bhopalmunicipal.com or BCLL website www.mybusbhopal.in by the prospective bidders & the same can be submitted to the BCLL office along with the cost of tender. The method of payment will be crossed demand draft from any nationalized/scheduled bank in favour of MD, Bhopal City Link Ltd, payable at Bhopal. Interested eligible applicants may obtain further information from the BCLL. Conditional Tenders will not be accepted. BCLL has right to accept/reject any tender without assigning any reason. BCLL reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

City Engineer (P)
Bhopal Municipal Corporation &
Addl Chief Executive Officer
Bhopal City Link Limited.

SECTION-4, DEFINITIONS & ABBREVIATIONS

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

“Bus” or “AC Bus” means an air conditioned bus with specifications given in Annexure-I, that maintained, and operated as part of the BRTS by the Service Provider in accordance with the terms of this Agreement.

“Monthly Assured Bus Kilometres” means the minimum Bus Kilometres that Bhopal City Link Ltd. (BCLL) assures the Operator that a bus will be made to travel by BCLL in a period of one calendar month and the determination and compliance of which would be governed by the provisions of Clause 7.6 (vii) of this Document.

“Arbitration tribunal” means an organ composed of an odd number of persons known as arbitrators, who decide on the solution of a conflict in which the parties have expressly waived recourse to the ordinary civil courts.

“BRTS” or “BRT System” means the Bus Rapid Transit System for Bhopal city that is being operated BCLL.

“BRTS Corridor” means the roads which have been modified or are planned to be modified for the purpose of enabling smooth operation of the BRTS.

“Base Kilometre Charge for AC Buses” means the rate of the Kilometre Charge for travel by an air conditioned Bus up to Monthly Assured Bus Kilometres.

“Bus Kilometre” means a Kilometre travelled by a Bus of the Fleet as part of its operations in the BRTS pursuant to the Operating Plan.

“BRT Bus Service” means the service of operating the Buses as part of BRTS, in accordance with this Agreement, including providing public carriage in accordance with the performance standards stipulated by Bhopal City Link Ltd., Bhopal.

“Fleet” means the total number of Buses that are maintained, and operated by Operator in accordance with the provisions of this Document.(as specified under Clause 7.1.1)

“Fleet Kilometres” means the sum of the total number of Bus Kilometres plied by the Buses of the Fleet over the period of time for which the Fleet Kilometres are being determined.

“Applicable Kilometre Charge” means the rate that is to be paid by Bhopal City Link Ltd., Bhopal to the Service Provider per Bus Kilometre operated for a given payment period.

“Operating Plan” means the detailed Route plan and trip schedule for the BRT Bus Service that is developed and finalised by BCLL, Bhopal based on travel demand data, in consultation with the bus operators with which BCLL, Bhopal has entered into a contract.

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“Operator Facilities” means the facilities and equipment produced or developed by the Operator that are required for the due implementation of this Contract, including Buses and Bus Depots.

“Routes” means the routes, as determined by Bhopal City Link Ltd., Bhopal from time to time, on which the Buses will operate as part of the BRT system.

“Standby Buses” means the number of additional Buses that Operator shall maintain at its own cost in compliance with the Assured Fleet Availability criteria. Standby Buses will not be counted in the calculation of the size of the Fleet.

“Bus Depot” means the space/area provided for parking, repair and maintenance, fuelling, washing and cleaning of buses and for preparing them for operations as per schedules, routes, trips etc in mass public transport services in addition to other activities related thereto.

“Bid” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including, technical proposal and financial proposal along with all other documents forming part and in support thereof.

Bidder” means it should be an Individual firm /Company incorporated in India and operating for at least last three years who submits a Bid along with Bid Security under this RFP within the stipulated time for submission of Bids.

“Bid Process” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

“Bus Stop” means a place earmarked on the route of buses where buses stop for a short duration for passengers to board or alight from the buses.

“Bus Terminal” means the terminals from where the bus(es) start or end their trip(s) under the operational control of BCLL, Bhopal besides providing other passenger related amenities/facilities and facilitate transfers of passengers amongst modes/services etc.

“BCLL, Bhopal Control Centre” means the central facility of Bhopal City Link Ltd., Bhopal used mainly for service monitoring and operations control etc through hosting the central server and components thereof for centrally collecting, storing, consolidating, processing the information obtained from various elements of BRTS corridor, its subsystem elements, agents, employees, operators, communications systems and related sources etc.

“Collection” is a set of processes designed to the reception, consolidation, transportation and deposit of the money derived from the initialization, charge and sale of the means of payment in the points of sale of the BCLL.

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“Commencement Date” means the date prescribed by BCLL, Bhopal for commencement of Bus operation on the BRTS Corridor by the Operator under the Service Contract.

“Commencement of Operations Date” is the actual date of commencement of Bus operation on BRTS Corridor by Operator under the Service Contract.

“Operator Agreement” means the Agreement including, without limitation, any and all Annexure thereto which will be entered into between BCLL, Bhopal and the Successful Bidder through which BCLL, Bhopal will grant the rights to the Successful Bidder to, own, operate and maintain buses for operation in BRTS corridor during the Period of contract/agreement.

“Operator” OR “Service Provider” means the successful bidder selected under this RFP with whom Bhopal City Link Ltd., Bhopal has entered into an Operator Agreement.

"BCLL" means the "Bhopal City Link Ltd." and its authorized successors and assigns at all times, a public limited company established for the purposes of operating and supervising the city bus operations & BRT Bus operations.

“Bhopal City Link Ltd., Representative” means any person duly authorized by Bhopal City Link Ltd., Bhopal for the purposes of this RFP.

“Letter of Acceptance” or “LOA” means the letter issued by BCLL, Bhopal to the Successful Bidder to provide buses under the Service Contract for the BRTS Project in conformity with terms and conditions set forth in the RFP.

“RFP” and / or “RFP Document” means this RFP document.

The terms “Successful Bidder”, “L-1 Bidder”, “and / or “Bus Operator” shall mean the Bidder who qualifies the technical bid stage and the financial proposal stage of this RFP and to whom a Letter of Acceptance is consequently issued by BCLL.

“Collection centre” is the technological platform comprised of, among others: logical and physical installations, communication devices, hardware, operative software, communications software, application and complementary software which have as main function, the administration of all processes and procedures as a result of the operation of, consolidation of information of collection systems. This centre has the capacity of administering and controlling the hardware, the software and the communications infrastructure for its operation and inter-relation with technological platforms of the collecting systems. Additionally, this centre provides a wide range of services and support for the information systems of collectors and of BCLL.

“Service Certificate” means a document which accredits compliance by the Bus operator with all requirements established in the contract to allow the incorporation of a bus to the operation, with the purpose of providing mass passenger transportation in the BRT System.

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“Penalty Clause” is the valuation that the parties make, as per agreement, regarding the sums agreed to be paid on account of damages for consequential damage, loss of profits, sanctions and indemnities caused by one contracting party to the other as direct or indirect consequence of acts or omissions of the other. Damages caused due to non-compliance will be understood to be estimated in the penalty clause and cannot be claimed for a lesser value.

“Transfer Stations” are stops on the BRTS corridors in which users may transfer between the BCLL/feeder routes and BRTS routes.

“Bus stops” are stops along the main corridors, where users board and alight from buses that run along the routes.

“Duty schedule” is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation.

“Vehicle Tracking System” is the satellite and or other communication system or any other procedure or devices which allows locate/track the position of the vehicles at all/any times.

“Revenue Collection system/Collection system” consists of all sub systems, means, equipments, infrastructure and processes for the collection of revenue on sale of tickets/passes etc for the BCLL, Bhopal BRT System.

“Bhopal City Link Ltd., Bhopal System” is the set of infrastructure, properties, assets, equipments, installations, operating and control systems forming the passenger mass transport system using mainly the bus mode with predominant operations in the municipal/contiguous areas of Bhopal.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

Section 5. - INSTRUCTIONS TO BIDDERS

5.1 Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder’s risk and may result in rejection of the Bid.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Bhopal City Link Ltd. , Bhopal, will in no case be held responsible or be liable for these costs,

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regardless of the conduct or outcome of the Bidding Process. The cost of RFP is non-refundable.

5.3 Cost of RFP Document

The RFP Document would cost Rs. 25,000/- (Rupees Twenty Five Thousand only) payable in the form of a Demand Draft drawn in favour of Managing Director, Bhopal City Link Ltd. and payable at Bhopal.

5.4 Clarification to RFP Documents

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to BCLL in writing by post, courier or by facsimile at least 24 (twenty four) hours prior to the time of the Pre Bid Meeting at the following addresses / fax number in order to enable BCLL to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

The Chief Executive Officer,

Bhopal City Link Limited, Bhopal

“B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State

Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Ph: 0755-2980097, E-mail: bcll_bpl@rediffmail.com

Nothing in this section shall be taken to mean or read as compelling or requiring BCLL to respond to any questions or to provide any clarification to a query. BCLL reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if BCLL in its sole discretion considers that no reply is necessary. No extension of Deadline for Submission of Bids will be granted on the basis or grounds that BCLL has not responded to any question or provided any clarification to a query.

5.5 Amendment of Bidding Documents

At any time before the Deadline for Submission of Bids, Bhopal City Link Ltd. may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the “Addendum(s). If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, Bhopal City Link Ltd., Bhopal, reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on BCLL for the same.

5.6 Pre-Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders at the office of the Bhopal City Link Ltd. at the date & time mentioned in the section-III. Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting. BCLL may, at its sole discretion, extend the Deadline for Submission of Bids.

5.7 Documents Constituting Bid

The documents constituting the Bid shall be as follows:

Technical Bid with Bid Security

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in Annexure 2, 3 & 4 of the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by BCLL in its sole discretion.

5.7.1 Financial Bid

The Financial Bids should be in the form and manner set forth in Annexure 5 to this RFP and should comprise of all such documents and details mentioned therein.

5.8 Preparation of Bids

5.8.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and BCLL shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English or Hindi, then the Bidder shall also enclose certified / authentic translated copies of the same in English language. Any such document which is not translated into English will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

5.8.2 Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

5.8.3 Format of Earnest Money Deposit (“EMD”) or Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only) (hereinafter referred to as “Bid Security” or “EMD”) in the form of a demand draft drawn in favour of “Managing Director, Bhopal”, and payable at Bhopal.

5.8.4 Currency of Bid Security

The Bid Security should be furnished in Indian National Rupees (INR).

5.8.5 Authentication of Bid

The original and the copy of the Bid shall preferably be type written and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

5.8.6 Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

5.8.7 Number of Copies of Bid

The Bidder shall submit one original and one copy of the Technical Bid separately, clearly marking each "Technical Bid– Original" and "Technical Bid– Copy", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

Bidder shall submit only one original of the Financial Bid, clearly marking the same as "Financial Bid".

5.8.8 Sealing and Marking of Bids

1. “Envelope A: Technical Bid for Bus operation on operate and maintain, own on Transfer basis”

Should contain:

- (a) Duly filled Proposal Form of the Bid.(Annexure 1 to Annexure 4 & Annexure 6)
- (b) The original of the Bid Security of the required value and in approved format in a separate envelop duly marked as EMD.
- (c) Original RFP document/MoM/any other correspondence duly signed by authorized signatory

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2. “Envelope B: Financial Proposal for bus operation on Operate and maintain, own on transfer basis”

(a) The original of the Financial Bids shall be sealed separately (Annexure-5)

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

i. The inner and outer envelopes shall be addressed to The Managing Director Bhopal City Link Ltd. Bhopal, and marked as below:

“TENDER FOR BRT BUS OPERATION ON OPERATE AND MAINTAIN, OWN ON TRANSFER BASIS”

ii. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late.

iii. If the outer envelope is not sealed and marked as above, BCLL will assume no responsibility for the misplacement or premature opening of the Bid.

5.9 Period of Validity of Bids

5.9.1 Validity Period

Bids shall remain valid for a period of 180 days (one hundred and eighty) after the date of Financial bid opening prescribed by BCLL. BCLL reserves the right to reject a Bid as non-responsive if such Bid is valid for a period of less than 180 (one hundred and eighty) days and BCLL shall not be liable to send an intimation of any such rejection to such Bidder.

5.9.2 Extension of Period of Validity

In exceptional circumstances, BCLL may solicit the Bidder’s consent for an extension of the period of Bid validity. Any such request by the BCLL and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse BCLL request for such extension without forfeiting the Bid Security. A Bidder accepting the request of BCLL shall not be permitted to modify its Bid.

5.10 Mailing Address for Bids

Bids shall be addressed to Bhopal City Link Limited, Bhopal and sent at the following address:

The Chief Executive Officer,

Bhopal City Link Limited, Bhopal

“B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State

Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

5.11 Last Date and Time for Submission

The Bids must be received by Bhopal City Link Ltd., Bhopal, at the specified address & time as mentioned in Section-3. In the event of the specified date which is stipulated as the Deadline for Submission of Bids is declared as a holiday for BCLL, the Bids will be received up to the appointed time on the next working day.

5.11.1 Extension of Deadline for Submission of Bids

If the need so arises, BCLL may, in its sole discretion, extend the Deadline for Submission of Bids by amending the RFP documents in this behalf. In such event, all rights and obligations of BCLL and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for Submission of Bids shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

5.11.2 Late Bids

Any Bid received by BCLL after the Deadline for Submission of Bids prescribed by BCLL will be summarily rejected and returned unopened to the Bidder. BCLL shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by Bhopal City Link Ltd., Bhopal.

5.12 Modification and Withdrawal of Bids

5.12.1 Modification of Bid

Bidder shall not be allowed to modify any part of its Bid after the Bid submission.

5.12.2 Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that BCLL receives written notice of such withdrawal before the expiration of Deadline for Submission of Bids.

5.13 Bid Process – Steps & Evaluation

5.13.1 Opening of Technical Bid - The Qualification Bids

Technical Bid received by BCLL in response to this RFP shall be opened by BCLL in the presence of Bidders’ representatives who choose to attend the opening of Technical Bid.

The Bidders’ representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for Bhopal City Link Ltd., Bhopal, the Bids shall be opened at the appointed time and location on the next working day.

5.13.2 Announcement of Bids

The Bidder's names, the presence or absence of requisite Bid Security and such other details as BCLL in its sole discretion may consider appropriate, will be announced at the opening of Technical Bid in the absence of EMD the bids will be considered as non responsive and solely rejected.

5.13.3 Opening of Financial Bids

- (a) After the evaluation of Technical Bid has been completed, BCLL shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for the Technical Bid. Decision of BCLL in this regard will be final. Financial Bids of those Bidders whose Technical Bid are rejected shall not be opened and shall be returned to such Bidders as per the procedure set forth in this RFP.
- (b) Financial Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders who's Technical Bid are accepted. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.

5.13.4 Completeness of Bids & Rectification of Errors

BCLL will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

5.13.5 Clarification of Bids

During evaluation of Bids, BCLL may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by BCLL before the expiration of the deadline prescribed in the written request for clarification, BCLL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

5.13.6 Rejection of Bid

- (a) A Bid is likely to be rejected by BCLL without any further correspondence, as non-responsive, if:-
 - i. Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
 - ii. Bid is not submitted in the bid-forms annexed in the RFP Document; or
 - iii. Bid is submitted by telex, fax or email; or

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- iv. Bid Security does not conform to the provisions set forth in this RFP; or
- (b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- (c) In addition to the foregoing, in the event a Bidder makes an effort to influence BCLL in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- (d) Where the bidder has been declared as defaulter or blacklisted by BMC/BCLL before the date of opening of technical Bid.

5.14 Bidding and Bid Evaluation

5.14.1 Evaluation of Technical Bids - Qualification Bids

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

- (a) The prequalification bids shall be evaluated on the following criteria:
 - i. The bidder should be an Individual firm /Company incorporated in India and operating for at least last three years.
 - ii. Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
 - iii. The average annual turnover of the entities (which include companies, registered partnership firms, proprietary firms and limited liability partnership), should have Rs. 30 Crore (Rupees Thirty Crores only) during any of the last three financial years. The bidder shall have average aggregate annual net-worth of at least Rs. 01 Crores (Rupees One Crores only) during any of the last three financial years. The net worth as certified by the Chartered Accountant.
 - iv. The company, registered partnership firm, proprietary firm etc must be well established and must have the experience of minimum three years in operation and management of transport service prior to the issuance of this RFP.

Note: *Joint Venture Firms or consortium firms cannot participate in Tender & Last 3 financial years be read as Financial Year: 2012-13, 2013-14 & 2014-15.*

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

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

5.14.2 Evaluation of Financial Bids

Only qualified bids in the assessment at the end of the Technical Bid evaluation process (as detailed above) will be considered for the Financial Bid evaluation. The Financial Bids of Technically qualified Bidders shall then be evaluated as follows:

The bidder is required to quote for provision of fully Air-Conditioned low floor A.C. buses (400 mm floor height), in terms of Rs per km.

5.15 Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity and latest by the 30th (thirtieth) day of the signing of the Bus Operator Agreement with the Successful Bidder.

5.16 Discharge of Bid Security of successful Bidder

The Successful Bidder shall be required to furnish a performance guarantee on or before the date of signing the Bus operator Agreement. The Bid Security of a Successful Bidder shall be charged only after the Successful Bidder furnishes the performance guarantee as required. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

5.17 Forfeiture of Bid Security

The Bid Security of a Bidder shall be forfeited in the following events:

- (a) If a Bidder withdraws the proposal during the period of Bid validity. Or
- (b) In the case of a Successful Bidder, if the Bidder fails to sign the Bus operator Agreement or fails to furnish the required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

5.18 Performance Guarantee

The successful operator shall be required to provide an Interest free performance guarantee as per Clause 6.7 of the document against the obligations to BCLL. The BCLL may, but shall not be obliged, to adjust this deposit bus against any sum payable by the Bus Operator hereunder, in which event the operator shall immediately restore the performance deposit

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to the full amount specified above. Upon successful completion of their agreement, the BCLL shall return to the Bus Operator the amount of above deposit, less the amount, if any, which has been adjusted against any due receivable by the Company from or on behalf of the Operator. The performance guarantee shall not bear any interest.

5.19 Bhopal City Link Ltd., Bhopal’s right to accept or reject any and/or all Bids

BCLL reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

5.20 Signing of Bus Operator Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Bus Operator Agreement, with such terms and conditions as may be considered necessary by the BCLL at the time of finalization of the Bus Operator Agreement.

It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operations of the buses for the BRTS Project. The signing of the Bus operator Agreement shall be completed within 1(one) month of the issuance of the Letter of Acceptance to the Successful Bidder or with in such extended time frame as extended by BCLL in its sole discretion.

5.21 Expenses for the Bus Operator Agreement

Any and all incidental expenses of execution of the Bus Operator Agreement shall be borne by the Successful Bidder.

5.22 Annulment of Award

Failure of the Successful Bidder to comply with the requirements set forth in this RFP Document and /or the provisions of the Bus operator Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

5.23 Failure to abide by the Bus Operator Agreement

The conditions stipulated in the Bus Operator Agreement shall be strictly adhered to by the Bus Operator and any violation thereof by the Bus operator may result in termination of the Bus Operator Agreement without prejudice to any rights available to BCLL upon such termination as set forth in the Bus operator Agreement.

SECTION 6. GENERAL CONDITIONS OF CONTRACT

6.1 Application

These general conditions shall apply to Operator to the extent that provisions in the Operator Agreement do not supersede them.

6.2 Standard of Performance

The Operator shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Operator shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the BRTS Project. In the event that BCLL requires any interaction and /or arrangement with a third party in relation to the BRTS Project, Operator shall act as a faithful advisors to BCLL in such process and shall, at all times, support and safeguard Bhopal City Link Ltd., legitimate interests in this context.

6.3 Adjustable Security Deposit

The successful bidder shall be required to pay an amount of **Rs. 1,22,00,000 /- (Rs. One Crores Twenty Two Lacs only)** for all the 20 AC Buses in the fleet as Adjustable Security Deposit before execution of agreement. This adjustable Security Deposit shall not carry any Interest and will be an interest free deposit and shall be adjusted as per clause 6.4 of this document.

6.4 Annual License Fee

An amount of Rs. 24,40,000/- (Rs. Twenty Four Lacks Forty Thousand Only) per year for all the 20 AC Buses in the fleet up to a period of 05 years shall be charged as annual license fee from the Operator. The annual license fee mentioned here above shall become due from the Operator on the day when the agreement comes into effect and on first day of every following year will be adjusted from Adjustable Security deposit per year.

However BCLL shall not charge any Annual Licence Fee for the extension period granted if any as per Clause 7.2(ii) of this document.

6.5 Use of Bus operator Agreement & Information

- (a) Operator shall not, without BCLL’s prior written consent, disclose the contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of BCLL in connection therewith, to any person outside the scope of the BRTS Project.
- (b) Operator shall not, without BCLL’s prior written consent, make use of any document or information, which becomes available to the Operator during the performance of

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the Bus operator Agreement, except such use of information for the purpose of performing the Operator Agreement.

- (c) All documents other than the Operator Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain the property of BCLL and shall be retained (in all copies) by Bhopal City Link Ltd. , Bhopal.

6.6 Indemnity

The ownership of the Buses will rest solely with BCLL for whole of the contract period. However all consequential liabilities relating to the running of the Buses on the various routes will rest only with the successful operators and BCLL shall not have any liability towards any third party or be liable to any possible claim as a result of any accident, any incident or any legal / statutory issue involving the vehicle or running of vehicle on such routes just because the operator has been allowed to operate buses owned by BCLL and operators shall keep BCLL fully indemnified at all times against any such claim or liability arising any time.

Operator shall at all times, i.e. during the subsistence of the Operator Agreement and any time thereafter, defend, indemnify and hold Bhopal City Link Ltd. , Bhopal harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims) and expenses(including court costs) arising out of or relating to the breach by Operator of any covenant, representation or warranty or from any act or omission of the Operator or his agents, employees or sub contractors.

6.7 Performance Guarantee

- (a) Within 30 (thirty) days of receipt of Letter of Acceptance by Operator, Service Provider shall furnish a performance guarantee to Bhopal City Link Ltd. , Bhopal, for an amount equal to Rs. 12,20,000/- (Rs Twelve Lacs Twenty Thousand only) form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft/ Bankers’ Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Operator on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annexure 7 of this RFP Rs. 12,20,000/- (Rs Twelve Lacs Twenty Thousand only) for a lot of 20 buses. The amount will be payable in the form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft /Bankers’ Cheque. The Bid Security submitted by the Successful Bidder shall not be adjusted against the Performance Guarantee. The Bid security shall be returned back to the Operator on the receipt of Performance Guarantee. The general format of the bank guarantee for Performance Guarantee is set forth in Annexure 7 of this RFP.

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- (b) Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the entire Operator Period and an additional period of 90 (ninety) days thereafter.

6.8 Representations and Warranties

- (a) Operator hereby represents and warrants that the buses and the services implemented under the BRTS Project shall be:
 - a. in accordance with the standards laid out in the RFP by Bhopal City Link Ltd. for the BRTS Project and those provided during the term of the agreement;
 - b. Shall be as per the specifications given in the RFP and meeting all mandatory, legal and other statutory requirements for operation as urban buses in Bhopal.
 - c. compliant with the System Requirements/Specifications set forth in this RFP;
 - d. fit and sufficient for the purpose(s) for which they are designed and developed;
 - e. fit and sufficient for the purpose(s) for which they are designed and developed;
 - f. Certified for quality; and registered with the concerned agency after completing all legal, statutory and other requirements for urban buses,
- (b) Operator hereby represents and warrants that neither the buses for the BRT System nor any use thereof by BCLL will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.
- (c) Operator hereby further represents and warrants that any service that is provided by the Operator hereunder shall be performed in a competent manner and be for any purpose for which Operator knows or has reason to know BCLL intends to use such service
- (d) Operator hereby agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of buses for the BRT System by BCLL or any other authorized agency; (ii) are for the benefit of Bhopal City Link Ltd., Bhopal; and (iii) are in addition to any warranties and remedies to which BCLL may otherwise agree or which are provided by law.

6.9 Assignment

Operator shall not assign, in whole or in part, any right or delegate any duty under the Operator Agreement to any third party, except with BCLL’s prior written consent.

6.10 Delay in operating buses for BCLL’s, BRT System at Bhopal – the Operator’s performance

- (a) Operator shall ensure that the operations are begun at Bhopal’s BRT System as per the time schedule given in the Operator Agreement and / or any amendments

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thereto. A delay by Operator in the performance of its obligations under the Operator Agreement shall render Operator liable to any or all the following sanctions in the sole discretion of Bhopal City Link Ltd. , Bhopal:

- i. Forfeiture of Operator’s Performance Guarantee.
 - ii. Imposition of liquidated damages on Operator in terms of this RFP.
 - iii. Termination of the Operator Agreement.
- (b) If at any time during performance of the Operator Agreement, Operator should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Operator shall promptly notify BCLL 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, BCLL shall evaluate the situation and may at its discretion extend Operator’s time for performance of Operator’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 Operator Agreement as may be mutually agreed to between the parties.

6.11 Quality Check & Acceptance of buses.

Operator shall finalise ‘Quality Checks and Acceptance Test Plan’ of offered buses, in line with the one given in the bus specifications, by BCLL and after finalization, the same shall form the BRT Bus fleet.

6.12 Liquidated Damages

In the event of delay in operating of buses by the Operator in relation to the schedule of supplies stipulated in the Operator Agreement of the Bhopal City Link Ltd., Bhopal’s BRTS Project, or any subsequent amendment thereto, BCLL shall recover from Operator liquidated damages (and not by way of penalty) @ Rs. 1000/- (Rupees one thousand) per bus per day of delay.

6.13 Right to Inspect buses, Support Facilities and Documents / Records.

- (a) BCLL reserves the right to inspect/arrange inspection of any bus and / or any support facility used by Operator in relation to the implementation of the BRTS Project, through an authorized agent / representatives. BCLL shall do so after giving prior notice to Operator and make a visit during the office hours of Operator. Operator shall at all time assist BCLL in such inspections notice to Operator and make a visit during the office hours of Operator. Operator shall at all times assist BCLL in such inspections.
- (b) BCLL reserves the right to inspect/ arrange inspection of any all relevant documents/ records of bus operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of Bus operator at any time to monitor compliance with Operator’s obligations in relation to implementation of the BRTS Project, through an authorized agent or representatives. BCLL shall do so after giving

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prior notice to Operator and make a visit during the office hours of Bus operator. Service Provider shall at all times assist BCLL in such inspections.

6.14 Ownership & Protection of Property/Data

- (a) Bhopal City Link Ltd., Bhopal, shall retain the title and ownership of any site allotted by them to Operator for purposes of carrying out Operator’s obligations in relation to the BRTS Project. Such title and ownership of BMC/ BCLL in any such site shall not pass to Operator.
- (b) Hardware, software, equipment’s and any other infrastructure created by BCLL for the purpose of Operations Control of the fleet of the Service Provider at the allotted Bus Depot for the BRTS Project shall be operated and maintained by the Service Provider with effect from COD as per terms and conditions detailed in the Service Provider Agreement. BCLL or its authorised agents shall provide support in terms of training to the Service Provider’s personnel for such operation and maintenance ‘
- (c) Operator agreement. BCLL shall own any and all data created out of the BRTS Project at all times, during and after the expiry / termination of the Operator Agreement. Operator shall not have any claim on and for such data and shall not for any reason withhold such data from Bhopal City Link Ltd., Bhopal.
- (d) Operator shall exercise all due caution to protect and maintain the data created out of this BRTS Project
- (e) Operator shall not share, sell or in any manner use the data created by Service Provider out of this BRTS Project otherwise than in accordance with the terms of the Operator Agreement.
- (f) After the expiry or termination of the Operator Agreement, Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed for BCLL under the BRTS Project for any purpose whatsoever.

6.15 Confidentiality Obligations of Operator

- (a) Confidential Information:
 - i. Operator shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to Bhopal City Link Ltd. (“Confidential Information”). Notwithstanding the generality of the foregoing, Confidential Information shall include any proprietary or confidential information of BCLL relating to the BRTS Project or services provided under the Operator Agreement in relation thereto and information relating to Bhopal City Link Ltd., Bhopal’s business or operations.
 - ii. Operator shall not without Bhopal City Link Ltd. , Bhopal’s prior written consent use, copy or remove any Confidential Information from Bhopal City Link Ltd. premises, except to the extent necessary to carry out Operator’s obligations hereunder. Up on completion or termination of each assignment

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hereunder, Operator shall return to BCLL all documents or other materials containing Bhopal City Link Ltd., Bhopal’s Confidential Information and shall destroy all copies thereof.

(b) Confidential Exceptions

Confidential Information shall not include information which:

- i) is or becomes generally available to the public without any act or omission of Operator.
- ii) was in Bus operator’s possession prior to the time it was received from BCLL or came into Operator’s possession thereafter, in each case lawfully obtained from a source other than BCLL and not subject to any obligation of confidentiality or restriction on use;
- iii) is required to be disclosed by court order or operation of law; in such event, Operator shall so notify BCLL before such disclosure; or
- iv) is independently developed by or for Operator by persons not having exposure to Bhopal City Link Ltd., Bhopal’s Confidential Information

(c) Period of Confidentiality

Operator’s obligations of confidentiality regarding BCLL Confidential Information shall terminate 3 (three) years after the expiry or earlier termination of the Bus Operator Agreement.

6.16 Force Majeure

BCLL shall not forfeit Bus Operator’s Performance Guarantee or charge liquidated damages or terminate the Bus operator Agreement for default, if and to the extent that delay in performance or failure to perform Bus operator’s obligations under the Bus operator Agreement is the result of an event of Force Majeure, provided the Operator has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the project facilities as a result of the Force Majeure Event and to restore the project facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

If a Force Majeure situation arises, Bus operator shall promptly notify BCLL in writing of such conditions and the cause thereof. Unless otherwise directed by BCLL in writing, Bus operator shall continue to perform its obligations under the Bus operator Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event or in accordance with Good Industry

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Practice. For this purpose, Force Majeure shall be defined as any event lying beyond the reasonable control of the Operator or Bhopal City Link Ltd., Bhopal. Such events, shall include, but not be limited to, the following:

- (a) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances.
- (b) fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party acts of terrorism;
- (c) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party.
- (d) break down of the Plant or any part thereof
- (e) action of a Government Agency having Material Adverse Effect including by not limited to:
 - i. Acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Buses or any part thereof or of Operator's rights in relation to the Project.
 - ii. any judgment or order of a court of competent jurisdiction or statutory authority in India made against Operator or any contractor appointed by Service Provider for the purposes of the Project, in any proceedings which is non-collusive and duly prosecuted by Operator.
 - iii. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Approvals, in each case, for reasons other than Operator's or any of its contractor's breach or failure in complying with the, Applicable Laws, Applicable Approvals, any judgment or order of a Governmental Agency or of any contract by which Operator or its contractor as the case may be is bound Early termination of this Agreement by BCLL for reasons of national emergency or national security. 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.

6.17 Termination due to Force Majeure Event

If a Force Majeure Event as described in Clause 6.14 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 days, the parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the parties are unable to reach an agreement in this regard, the affected party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement Upon Termination of this Agreement on account of a Force Majeure Event, the Service Provider shall be entitled to the following (a) receive any outstanding payments due to it for services rendered under the Service Provider Agreement up to the date of

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Termination and (b) discharge of the performance guarantee in full (c) transfer of the services of the Service Provider to an equivalent system of Bus Service operating under Bhopal City Link Ltd., Bhopal, on terms and conditions prevailing in such a Bus Service at the time of such transfer.

6.18 Events of Default and Termination

Events of Default shall mean either Operator Event of Default or Bhopal City Link Ltd. Event of Default or both as the context may admit or require.

6.18.1 Operator Event of Default

Any of the following events shall constitute an Event of Default by Operator (Service Provider Event of Default) unless such event has occurred as a result of a Force Majeure Event:

- (a) Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than fifteen (15) days:
- (b) A resolution for voluntary winding up has been passed by the shareholders of Service Provider.
- (c) Bus Operator fails to adhere to the timelines set forth in the Bus Operator Agreement.
- (d) Bus Operator fails to comply with the applicable laws, rules and regulations.
 - a. Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement.

6.18.2 Bhopal City Link Ltd. Event of Default

Any of the following events shall constitute an event of default by Bhopal City Link Ltd. , Bhopal("Bhopal City Link Ltd. , Bhopal Event of Default") when not caused by a Operator Event of Default or Force Majeure Event:

- a. BCLL is in breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of occurrence thereof
- b. BCLL has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

6.18.3 Termination due to Event of Default

- (a) Termination for Operator Event of Default

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In the event of the Operator Event of Default, BCLL shall have the right to

- invoke the Performance Guarantee and/or.
- take any other action including provisioning of buses to the BRT system through another with any replacement operator selected by BCLL in its sole discretion at the risk and cost of the Bus Operator, and/or
- take over the entire infrastructure developed by Bus operator for the BRTS Project or any part thereof and / or
- Upon termination of Bus Operator Agreement, Bus Operator shall transfer free of cost the possession of the Bus and any equipment installed by the Operator to BCLL.
- Upon Termination of this Agreement on account of Bus Operator Event of Default, BCLL shall not be liable to pay any termination payment to Concessionaire.

(b) Termination for BCLL Event of Default

Upon Termination of this Agreement on account of BCLL Event of Default, the Service Provider shall be entitled to the following termination payments: (a) receive any outstanding payments due to it for services rendered under the Operator Agreement up to the date of Termination and (b) discharge of the performance guarantee in full.

(c) Termination for Insolvency, Dissolution etc

BCLL may at any time terminate the Agreement by giving written notice to Bus operator without any compensation to Bus operator, if Bus operator becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of Bhopal City Link Ltd., Bhopal. Notwithstanding the generality of the foregoing, BCLL reserves the right to invoke the Performance Guarantee and / or take any other action including provisioning of buses to the BRT system through another bus operator agreement with any replacement Bus operator selected by BCLL in its sole discretion at the risk and cost of the bus, take over the entire infrastructure developed by Bus operator for the BRTS Project or any part thereof and / or negotiate with Bus operator to transfer the said infrastructure or part thereof to a replacement Bus operator selected by Bhopal City Link Ltd. , Bhopal, in Bhopal City Link Ltd. , Bhopal's sole discretion.

6.19 Suspension

On the occurrence of any of the following events, BCLL shall by a written notice of suspension, suspend any agreements as set forth in the Operator Agreement which may have been granted to the Operator there-under:

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- (a) In the event and to the extent BCLL is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
- (b) In the event Operator fails to perform any of its obligations under the Service Provider Agreement as required (including the carrying out of any services thereunder). Any such notice of suspension issued by BCLL to Operator shall specify the nature of the failure and may request the Operator to remedy such failure within a specified period, as decided by BCLL in its sole discretion, from the date of issue of such notice of suspension.

6.20 Dispute Settlement Mechanism & Arbitration.

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the **“ENGAGEMENT OF OPERATOR FOR CITY BUS OPERATIONS ON BRTS CORRIDOR”**, or the rights, duties or liabilities of any Party under the Bus operator contract Agreement, whether before or after the termination of the contract Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage. The Dispute Settlement Committee shall be chaired by MD BCLL and two members of the board. The authorized representative of the Contractor will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Commissioner, Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the contractor of its liability to continue make the payment of the license fee as stipulated in the Agreement.

If the issues are not resolved through above mechanism then dispute arising between the Parties in relation to or under this Agreement, shall be settled by arbitration conducted by an arbitral tribunal consisting of three arbitrators, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Bhopal. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

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6.21 Jurisdiction.

Subject to Clause 6.18, only the courts in Bhopal shall have jurisdiction to try all disputes and matters arising out of an under this Agreement, after reference to arbitration.

6.22 No Waiver of Rights and Claims.

Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

6.23 Rejection of the RFP Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

SECTION-7 SCOPE OF SERVICES

7.1 Terms of Contract for BRT Bus Services: The BRTS Bus operation on the BRT corridor commenced from 27th Sept, 2013 since then 20 no. of fully air-conditioned low floor A.C. buses (400 mm floor height) are operational. Currently, these 20 no. fully air-conditioned low floor A.C. buses (400 mm floor height) are being directly operated by BCLL. BCLL would make available these buses for operations in running & fully maintained condition to private operator, selected through a competitive bidding process. The prospective bidders may inspect all the 20 nos of AC buses before the submission of bid.

7.1.1 Maintenance and Operation of Buses and Bus Depot Equipments:

The Operator shall:

- Operate & Maintain 20 no. (Twenty) Air conditioned Buses (400 mm floor ht.).The buses will be provided by BCLL.
- Not ply those buses (Provided by BCLL) on any other route or city.
- Obtain the certificate of fitness for operation into the service, for vehicles assigned to the BRT System's operations.
- Establish a maintenance facility at the Depot provided by BCLL and staff it with trained professionals to maintain the Bus Fleet.
- Ensure due maintenance of the Buses and Bus Depot Equipments provided by BCLL and bear all expenses towards maintenance of the buses and equipments through the entire period and not claim any additional expenses

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- Provide that at any point of time after the Commencement of Operations, the Buses will be ready to operate with the staff and supporting staff. (“Assured Fleet Availability”).
- Operate the Buses on the various Routes that will be defined by BCLL and revised from time to time.
- Waive all rights to sell advertisement space on the Buses and Bus Stops and Bus Depots and Bus Terminals, which are retained by and shall vest only in Bhopal City Link Ltd., Bhopal. The Service Provider shall be obliged to carry advertisements on the exterior and interior of the buses as determined by Bhopal City Link Ltd.
- Ensure that the BRT Bus Service complies with and meets the service standards set by Bhopal City Link Ltd.
- Provide sufficient number of drivers to ensure the continued and due operation of the Fleet and each of the Buses. The Contractor shall ensure that each driver is provided the training specified by Bhopal City Link Ltd.
- Ensure that the ticket vending machines that may be installed on the Buses are not tampered with and remain installed. The Operator shall co-operate with Bhopal City Link Ltd., or its appointed contractor, in monitoring the working condition of the ticket vending machines that may be installed on the Buses.
- The Operator shall ensure that in the event BCLL deputed any personnel to travel on board a Bus to distribute tickets and collect fares, then a Bus shall not commence operation without the presence of such person on the Bus.
- Establish and maintain a Control Centre, called the “Operator Control Centre,” that will constitute Bhopal City Link Ltd., Bhopal’s single point of contact to enable BCLL to coordinate with the Operator in the course of the day to day management of the BRTS by Bhopal City Link Ltd., Bhopal. The Operator shall ensure that the Control Centre established by it is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the staff at the Operator control centre and the drivers of the Buses and Bhopal City Link Ltd. , Bhopal’s Control Centre will place one computer terminal at the Operator Control Centre that will enable the Operator to obtain a copy of and observe, but not in any manner change or add to unless authorized by Bhopal City Link Ltd. , Bhopal, all of the data that BCLL is obtaining on the operation of the Service Provider’s Buses from various monitoring and communication devices (including any instructions being issued by BCLL to the drivers of the Buses).
- Ensure that all buses, once out of a Bus Depot and on the street shall be directly under the control of BCLL central control centre and the driver shall obey instructions given by Bhopal City Link Ltd. , Bhopal.
- Bear all applicable insurance, including vehicle insurance and passenger insurance as required under.
 - i. Any Financing Agreements
 - ii. Laws of India

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- iii. Such Insurances as may be necessary in accordance with the Prudent Utility Practices.

Liability of passenger insurance shall be limited to the approved passenger capacity of the vehicle by RTA.

- Stage carriage permit/route license fees will be borne by the operator and route licenses will be held by BCLL at all times.
- Operation on segregated corridor does not deem any special rights or relaxation of road safety norms.

7.2 Contract Period

- (a) This Contract is being granted for the maintenance and operation of the Buses for a period of five (5) years commencing from the execution of the bus operator agreement between BCLL and bus operator.
- (b) However after the period of five (5) years, if the performance of the operator and condition of the buses is found satisfactory in the opinion of BCLL, the operator agreement can be renewed for every year up to a maximum of 3 years.
- (c) The Standby Buses will not be eligible for being taken into account separately but the Kilometres travelled by them will be taken into account for determining whether or not the “Monthly Assured Bus Kilometres” have been satisfied per Bus, on average as part of the fleet for AC Buses constituting the Fleet. Kilometres travelled by Standby Buses will be counted toward either:
 - The Bus which the Standby Bus was brought into Service to replace, or
 - All of the Buses comprising the Fleet, allocated on a pro-rata basis, if the Standby Buses were brought into service to meet additional demand.
- (d) BCLL will compute and provide to the Operator, for every period of twelve calendar months from the date the first Bus of the Fleet commences services as part of the BRTS, the total number of Kilometres that the Fleet has travelled for the said period.
- (e) The Operator shall make available for Service the entire fleet of buses from commencement of Operations until such time as the Contract Period expires, subject to the Assured Fleet Availability during the Contract Period.
- (f) Pursuant to the successful completion of the Agreement and full payment as mentioned above Company shall have a right to auction the buses after completion of the term of the agreement and the sale proceeds shall be shared in the ratio of 60:40 i.e. 60% shall belong to the company(BCLL) and 40% shall be transferred to the Bus Operator.
- (g) The bus operator will employ the drivers and other support staff and such staff shall be in proper uniform as decided by the company.
- (h) All operating and maintenance cost, registration, road tax, insurance, PUC and other, cost required for operating the services will be borne by the bus operator.

7.3 Terms of BRT Bus Service

- The Operator hereby agrees that BCLL will, at all time, regulate and control the BRT System and the operation of Buses. BCLL will install an IT-enabled monitoring system with which it will monitor the position, speed, travel route, passenger load, and other parameters of the operation of Buses on a real-time basis. Bhopal City Link Ltd. has established BCLL Control Centre from which it monitor, manage, and control (on a real time basis) all of the Buses operating as part of the BRTS. Bhopal City Link Ltd. has installed monitoring devices on the Buses to enable real time tracking of the Buses (including installation of CCTV cameras), including their stops, speed, Kilometres travelled, and the number of passengers boarding. The Operator shall ensure that the Buses have adequate space and provision for the installation of the required tracking, monitoring and fare collection and validation equipment; that the equipment installed on the Buses is not tampered with in any manner; and that Bhopal City Link Ltd., Bhopal, its personnel, and contractors are allowed access to the equipment installed on the Buses and the Bus Depots. The equipment that is expected to be installed on the Buses includes:
 - (a) Bus tracking equipment.
 - (b) Fare collection and validation equipment.
 - (c) Passenger information systems.
 - (d) Communication system to enable communication between Bus and the Control Centres of the Operator and Bhopal City Link Ltd., Bhopal.
 - (e) Security monitoring equipment.
 - (f) Any other equipment that BCLL may determine from time to time.
- BCLL will have the right and authority to communicate directly with the driver of each of the Buses that are in operation and to issue instructions on any change in Route or driving pattern. BCLL will have complete control over defining the Route that each Bus will take at any given time. It is also clarified that the Routes will not be limited only to BRT Corridors but will cover such areas as are determined by BCLL within the cities of Bhopal and Gandhi Nagar and their surrounding regions.
- BCLL will develop and modify, from time to time, a detailed operating plan (“Operating Plan”) for the BRT Bus Service in accordance with which the BRT Bus Service shall be operated. The Operating Plan will be developed in consultation with the Operator and all other persons who may have been given a contract to operate BRT Bus Services as part of the BRTS. The Operating Plan will include:
 - Routes of Operation.
 - Frequency and daily schedule.
 - Bus stops on the assigned routes.
 - Places/Bus Depot(s)/ Bus Terminal(s) where the Bus will park at mid-day and end of day of its service.

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- Measures to ensure co-ordination with all other bus Operators in the BRT System.
- The Operating Plan shall be reviewed and revised periodically by Bhopal City Link Ltd., Bhopal. BCLL retains the right to make minor modifications to the Operating Plan on a real-time basis through instructions given to the Operator Control Centre as well as directly to the driver.

Bus Kilometres shall constitute:

- (a) Distance travelled by a Bus assigned on given route(s) as per the operations plan.
- (b) Distance travelled by a Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day.
- (c) Distance travelled by the Bus from its last passenger stop as per the operations plan to the Bus Depot at the end of the day's service.
- (d) Distance travelled by a bus without passengers needed to meet the requirements of the BRT Bus Service as defined in the Operating Plan shall be taken into account as part of the Kilometres travelled by the Bus.
- (e) Bus Kilometres shall not constitute any Kilometres travelled by the bus to a Maintenance facility other than that set up by the Operator at the Depot provided for by BCLL or for any travel not authorized by Bhopal City Link Ltd. , Bhopal.
- (f) The Operator shall ensure that the BRT Bus Service shall, at all times, comply with the provisions of the Operating Plan and standards specified by Bhopal City Link Ltd., Bhopal.
- (g) The Operator shall be liable to pay fines in the event it fails to comply with the standards specified by BCLL for the BRT Bus Service in the Operating Plan.
- (h) The Operator shall ensure that the number of Buses for which it has been granted the Service Contract are in operation, in compliance with the standards and technical specifications for the Buses as stipulated in this document, at all times during the Contract Period.
- (i) The Bus personnel and drivers shall be properly recruited, trained and paid. BCLL will monitor the recruitment, training, and payment of the drivers of the Buses.
- (j) The Operator shall submit regular weekly and monthly reports to the BCLL on the operation of the Buses. The details required in the reports will be stipulated by BCLL from time to time.
- (k) Training and Testing Period is defined as the period preceding the Commercial Operations Date (COD) during which Service Provider shall make available the following drivers, maintenance, operations and management staff required for operations and maintenance of the entire fleet. Such Training & Testing period shall commence 30 days prior to COD.

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During the Training and Testing Period, the Service Provider shall make available his staff for the purpose of Training provided by BCLL. BCLL and Service Provider shall use this period to understand the intricacies of BRT operations and fine tune the System. No fines shall be applicable during this period. Bus Kilometres operated during this period shall not be taken into consideration for Monthly Assured Bus Kilometres under the Service Provider Agreement. No minimum guarantee is given for Bus Kilometres Operated in this period. Bus Kilometres operated on request by BCLL and authorized by BCLL for the purpose of training and testing shall be paid on actual basis at the Applicable Kilometre Charge for the Period. Minimum kilometre guarantee shall be effective from COD.

7.4 Passenger Fare Determination and Collection.

- (a) BCLL will determine the quantum of passenger fare that will be charged from the users of the BRT Bus Service.
- (b) The Operator shall extend complete co-operation to BCLL in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through hand held machines. Bhopal City Link Ltd., Bhopal, its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Operator, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the Operator, its personnel, or contractors.
- (c) The Operator shall not collect fare nor shall it have any right in relation to the fares collected. Operator shall at no point of time, directly or indirectly, partake any portion of the passenger fare.

7.5 Bus Stops, Terminals and Depots

- (a) BCLL will decide the location of Bus Stops, Bus Terminals, and Bus Depots.
- (b) BCLL will provide the Operator the space for the Bus Depot(s).
- (c) The Service Provider shall put in place the maintenance equipment. The maintenance of buses procured for BRTS shall be carried out at the Depot developed by BCLL and not at any other place or workshop. However, the bus can be sent to an external workshop for major repairs or maintenance work (which may not possible at the Service Provider Bus Depot).’
- (d) Operator shall use the premises only for the purpose of maintenance and parking of Buses. Operator shall staff its Control Centre with personnel who shall co- ordinate with the BCLL Control Centre on the bus Operating Plan and give instructions to the Operator’s bus drivers.
- (e) The Operator shall be responsible for the maintenance of the Bus Depot(s).
- (f) The right to use the premises for any other purpose other than those stated above is not deemed. BCLL retains the right to all immovable property and the right to develop commercial space as long as it does not infringe upon the maintenance area provided to the Operator

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- (g) It shall be the obligation of the Operator to whom a Bus Depot is allotted to allow buses of other BRTS bus Operators to park and share the facilities developed at the Bus Depot by the Operator. BCLL will notify the Operator the identity of the other bus Operators that have been awarded a contract of BRT Bus Service as part of the BRTS.
- (h) The Service Provider shall take due care at the time of operation of the fleet so as to ensure no damage is caused to the structure/equipments/machinery installed or erected at bus stops, terminals or depots. In case some severe damage is caused by bus driver or any other person appointed by the Service Provider, the damage costs shall be recovered from the Service Provider.’
- (i) The Service Provider shall take an insurance policy that covers damage and losses at Bus Depot (which shall include all buildings, movable & immovable assets, manpower, and any other liabilities). BCLL shall not be liable for any claims related to Bus Depot including but not limited to industrial safety, third party, fire & burglary, natural calamities etc
- (j) BCLL will provide access to bus parking space at Bus Terminals based on the Operating Plan.

7.6 Payment to the Operator

- a) The Operator shall submit an invoice at the end of each 10 days specifying:
 - i. Registration number of each Bus that travelled as part of the BRT Bus Service,
 - ii. Bus Kilometres travelled by each Bus as part of the BRT Bus Service in the relevant week (clearly identifying the Bus)
 - iii. Applicable Kilometre Charge for the period.
 - iv. Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.
- b) BCLL will, within a period of 10 days from receipt of the invoice, verify the invoice against the records that it has on the Bus operations and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the Invoice under the terms of the Contract). All payments shall be made through electronic transfer by BCLL to the designated account of the Operator after deducting any tax deductions at source that BCLL may be obliged to deduct under Indian law.
- c) The payment shall be calculated as

$$\text{Payment} = [R] \times [\text{KM-period}]$$

Where
R is Applicable Kilometre Charge.
KM-period is Bus Kilometres Operated by Fleet as part of the Operating Plan during the relevant 30 day period.
- d) Any Fines levied shall be adjusted from the payment.

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- e) Service Tax, and any applicable surcharge or cess on it, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometres in the given period multiplied by the applicable kilometre charge. BCLL is liable to pay this additional amount on the billed amount.
- f) BCLL will undertake an evaluation of the Operator’s performance every six months and, based on such evaluation BCLL may award the Operator a bonus if the performance parameters specified for bonus payment have been met by the Operator during the period for which the evaluation is being undertaken. No guaranteed bonus is deemed.
- g) BCLL hereby assures the Operator that the Operating Plan will be formulated so as to ensure that: the average number of Bus Kilometres travelled by AC Buses that comprise the Fleet (not including the spare Buses), in a continuous period of one Calendar months, commencing from commencement of operations and then onwards on an monthly basis, will be no fewer than Six thousand (6,000) Kilometres per bus (“Monthly Assured Bus Kilometres”). OR 200x Number of days in the Month whichever is leaser.
- h) In the event that the Operating Plan and the frequency of bus trips on the Routes are not formulated in a manner so as to enable each Bus that is part of the Fleet, on average, to achieve the Monthly Assured Bus Kilometres, BCLL will pay the Operator, in addition to the payments made for bus operations based on invoices presented by the Operator, an amount (“Annual Assured Payment Amount”), determined as follows:

Monthly Assured Payment Amount = $0.65 \times (T_m - T_a) \times R$

Where:

T_m = [Monthly Assured Bus Kilometres] x [size of the Fleet]

T_a = Actual Bus Kilometres Operated by all buses comprising the Fleet during the relevant period of 1 calendar month that has triggered this provision.

R = Applicable Kilometre Charge.

The determination of whether Monthly Assured Payment Amount is due will be done at the end of a period of one month. BCLL will provide the Service Provider with a notice of the calculation with the supporting data (the kilometres travelled by each of the Buses comprising the Fleet). It should be noted that the Monthly Assured Payment Amount will not be payable for any shortfall in Fleet Kilometres that arises due to:

- a. Default of the Operator under this Agreement.
- b. Non-availability of Buses for reasons attributable to maintenance or accidents.
- c. Breach of law by the Operator.
- d. Occurrence of a Force Majeure Event.

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- i) If any Monthly Assured Payment Amount is determined to be payable, then such amount shall be paid within 10 days from the end of each calendar month.
- j) If the Operator exceeds the Monthly Assured Bus Kilometres, then the charge applicable for the additional Kilometres per bus above the Annual Assured Bus Kilometres shall be calculated as;

$$R\text{-extra} = [R] \times 0.75$$

$$\text{Additional Kilometre Payment} = [R\text{-extra}] \times [KM\text{-extra}]$$

Where

R-extra is Additional Kilometre Charge,

R is Applicable Kilometre Charge for the payment period

KM-extra are additional kilometres done by the fleet,

- k) The Kilometre Charge shall be reviewed and (if applicable) revised. Kilometre charge for any given payment period shall be called the Applicable Kilometre Charge and shall be revised;
 - a. For variable cost change, using fuel price as an indicator, on a monthly basis.
 - b. For fixed cost change, using the Wholesale Price Index, annually.

$$R = [R\text{-base}] + [R\text{-base} \times 0.35 \times (F - F\text{-base})/F\text{-base}] + [R\text{-base} \times 1.2 \times 0.65 \times (W - W\text{-base})/W\text{-base}]$$

Where

R is Applicable Kilometre Charge for the payment period

R-base is the Base Kilometre Charge

F is present Price of Fuel/unit

F-base is Base Year Price of Fuel/unit.

W is Present Year Wholesale Price Index.

W-base is Base Year Wholesale Price Index.

- l) BCLL 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.
- m) The Operator shall not lay claim to any advertisement revenue that BCLL may receive.
- n) Damages due to negligent driving, accidents on street shall be the liability of the Service Provider.
- o) Any fines levied by traffic police or any competent authority will be borne directly by the Operator. BCLL claims no liability for such infractions. Further, BCLL retains the right to apply additional fines for passenger discomfort and due to delay in system operations.

7.7 Fines in Operation

Fines shall be calculated as equivalent Kilometres called [KM-Fined]. This shall be a sum total of all the fines imposed, as equivalent kilometres, due to deficiency in service by the Service Provider in any given Payment Period (the period for which the invoice has been submitted by the Service Provider).

For the purpose of payment, [KM-Fined] shall be deducted from the KM-Period (Bus Kilometres Operated by Fleet as part of the Operating Plan during the relevant 10 day period taken separately for AC buses) to arrive at the total kilometres that shall be paid for at the Applicable Kilometre Charge [R]. The deduction for fines made by the Service Provider to BCLL shall be calculated as

$$\text{[D-fines]} = \text{[R]} \times \text{[KM-Fined]}$$

Where

[D-fines] is the deduction due to fines made by BCLL in a payment period (calculated as the sum of fines taken for AC buses)

R is Applicable Kilometre Charge (taken for AC buses)

[KM-Fined] which will be a sum total of all the fines, calculated as equivalent bus kilometres, better defined in the section on Fines, imposed due to deficiency in quality of bus and service by the Service Provider in the Payment Period (taken for AC buses).

This deemed amount paid to BCLL shall be deducted from the Payment made for any given Payment Period to the Operator. Fines shall be applied by BCLL on the Service Provider for various parameters better defined in the table below. The total fines, [D-fines], applied on the Service Provider in any Payment Period shall be limited to 50% of the average payment made in the previous 3 (three) Payment Periods. BCLL may add/delete/change/modify the parameters on which Fines can be applied in consultation with Service Provider(s). At least 90 day prior notice shall be given to the Service Provider before such additional fines can be applied. Fines levied shall be supported by reports of BCLL inspection staff and BCLL Control Centre.

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Deficiency/Violation/Infraction by Service Provider	Fine (KM)
Vehicle (fines per deficiency per bus)/per payment period (10 days)	
Modification of the design or paintwork of the exterior or interior of the bus without the authorization of BCLL	50
Missing bus body panels on the exterior/interior of the bus	50
Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights at the time of Bus Operations	25
Dirty vehicle, inside or outside, at the time of start of first shift in the morning	25
Broken/damaged windows, fixed glass, front windshield or rear windshield	25
Fire Extinguisher missing or beyond expiry date	25
Malfunctioning passenger door	25
Broken/Loose/Missing Passenger Seat	25
Loose handrails, roof grab rails and/or with Sharp edges	25
Visible dents on the bus exterior	25
Malfunctioning/Broken Light in the passenger compartment	25
Placing any decorative article/religious figure or symbol inside or outside the bus	25
Placing any poster/advertisement/stickers or similar items inside or outside the bus which may or may not generate any revenue for the Service Provider unless authorized by BCLL	25
Damage to the Vehicle Location Unit or Fare Collection and Validation Equipment installed by BCLL or its agents on the bus	200

Bus Operations (fines shall applied per infraction)	
Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus	25
Delay of more than 20 min beyond the end of shift.	10
Driver not responding to more than 3 consecutive directions sent by BCLL Control Centre.	25
Stopping at Bus Station for longer than authorized by BCLL	25

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Letting passengers access bus at locations other than Bus Station and Terminals or as designated by BCLL	25
Not stopping at Station designated as per Operating Plan unless authorized by BCLL	25
Stopping at Station not designated as per Operating Plan unless authorized by BCLL	25
Changing bus route without authorization of BCLL	25
Bus breakdown inside the Bus Lane	50
Bus breakdown during operating hours at location other than bus lane	25
Abandoning bus during operating hours on the BRT infrastructure (not LIMITED to Bus Stations, Terminals and Bus Lane)	200
Operating bus with Defective/Broken Headlights, Rear lights, Brake lights, Turning indicators, Parking lights	25
Use of electronic equipment like Radio or Music system unless authorized by BCLL	25
Use of Cell phone by Driver while driving	25
Driver not wearing clean uniform as designed by BCLL	25
Driver in drunken state	100
Misbehaviour by driver with BCLL officials	25
Cause accident due to irresponsible driving	50
Drive above speed limit set by BCLL	25
Incorrect docking of Bus at Station/Terminal Platform (More than 5 times in a day)	25
Unauthorized driver driving BRT bus	200
Causing minor damage to Bus Station, Terminal or other BRT Infrastructure	100
Collecting fare from passengers directly	200

Annexure 1: BUS SPECIFICATIONS

Salient Specification for Fully Built Low Floor (400mm) AC Bus: LPO 1624 TC BS-III

Specifications: Technical Specification for supply of fully built low floor/semi-low floor Buses/Chassis follows:

S No.	Description	Specification
1	Wheel base	6300 mm
2	Bus Width mm	2600 mm
3	Bus Height (Unladen) mm:	2900 +/-25mm 1900 mm minimum in low floor area (1700 mm in case of rear saloon area of Rear Engine bus)
4	Chassis/ body	All steel ladder type Chassis frame or Monocoque design body confirming to Urban Bus Specifications, latest revision of State Motor Vehicle Rules, 1990 and CMVR Regulations prevailing at the time of supply in all respects. Chassis comprising of chassis frame, Engine, Air Compressor, Self starter, Alternator, Radiator, Automatic Transmission Front axle assembly, Rear axle assembly, Air suspension, Power Steering Assembly, Six Wheels with tyre Assembly, Full air brake system with DDU/Air drier and parking brake, 24V Heavy Duty electrical Wiper Assembly/pneumatic wiper motor, Head and Tail Lamp Assemblies, Electrical Horns, Aesthetically designed Instrument panel and minimum three way pneumatically adjustable type Driver Seat Assembly with safety belt or driver seat conforming to CMVR requirements, Engine Bonnet with proper insulation, CMVR kit.
5	Engine & FIP	Engine 6 - cylinder, vertical, in line, water-cooled with Turbo Charger and Inter Cooler conforming to BS-III emission norms. Engine Power 240 HP Torque : 94 Mkg
6	Acceleration	Acceleration 1m/ sec Top Speed- 90kmph
7	Cooling System	The System to include Radiator, Water pump and Fan of adequate capacity with thermostat to control the coolant temperature 85°C to 95°C. The thermostat shall be of fail-safe type.
8	Pollution & Exhaust gas	BS-III emission norms M/s Tata Motors shall give a certificate based on their engine dynamo meter test the exhaust gas analysis of CO, HC, Nox, PM in GTms/KWh. A photocopy of the certificate issued under CMVR rules by the competent authority shall be submitted along with the tender
9	Transmission & Clutch.	Automatic Transmission
10	Front Axle load carrying capacity	6000kg/ 37.03% of GVW

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S No.	Description	Specification
11	Rear Axle load carrying capacity	10200 kg/ 62.96% OF GVW
12	Wheels & Tyres	6 nos (2 at front and 4 rear) + 1 spare. 11R22.5 radial tubeless tyres of approved make.
13	Steering	Steering position on the right hand side of the bus. Integral hydraulic power assisted steering with adjustable column sufficiently rugged in design to withstand peak road shocks without risk of component failure or inadvertent alteration of steering geometry. Turning circle radius not more than 11500 mm (as per CMVR)
14	Suspension System	Full air suspension both front and rear
15	Details of Brake System	Full air S Cam brake with Dual Treadle Valve operating on all wheels with automatic wear adjuster provided in rear. For Graduated hand break: Hand controlled spring break actuating rear foundation brake acting on rear wheels. The control valve will be provided on the right hand side of the driver on the Dash Board or floor. Auxiliary tank shall be provided for utilizing air for air suspension etc.,
16	Gradability	17%
17	Electrical System	The system shall be of 24 Volt DC.
		A battery-isolating switch (main cable cut off switch) to be provided at the rear end of the bus & an operating switch on the dashboard instrument panel. Batteries -12Vx2 nos.- 165AH
18	Alternator & Self Starter	Dynamically balanced Alternator with built in regulator of minimum 75 Amps output shall be provided. The Starter Motor shall be with minimum rating of 4.50 KW. Both these units shall be so located as to prevent ingress of oil or rainwater into them..
19	Instrument Panel	Aesthetically designed instrument panel should consist of speed meter with km counter, air pressure gauge, flashing- side indicator and switch, warning lamp/ buzzer for low air pressure, discharging of batteries, starter switch, dipper switch, voltmeter, temperature gauge, engine oil pressure gauge, engine RPM meter etc.
20	Electronics/ telematics	The vehicle should have 4 electronic route destination board - LED based as per specifications- LED displays synchronizing with audio messaging through vehicle mounted speakers. The bus architecture should be compatible with ITS, the system on the bus should be such that a single controller compatible with ticketing machine and smart card reader should be able to control PIS (Audio & Visual), VTS, Driver bus route guidance and adequate wiring system
21	Approach Angle:	8° minimum
22	Departure Angle:	8° minimum
23	Doors	front width- 1200mm,

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S No.	Description	Specification
		Rear width- 1200mm aperture, clear width 900mm +/-50mm 650mm aperture, clear width 520mm +/- 20mm inswing doors
24	Door Closing requirements for Bus movement	Pneumatically operated in swing doors
25	Emergency Exit	As per bus code
26	Windows	Min. width of window (clear vision zone)- 550mm, Minimum height- 550mm. Provision for adequate ventilation in case of AC failure. Last seat window may be less on clear vision zone
27	Steps	400mm.
28	Floor Height from the ground (unladen):	400 mm (50 % of total floor area min.)
29	Gangway	450mm
30	Seats	2x0 in low area and 2x2 in high floor area Seating area/Space per passenger - 400x350 mm (AIS 052)
31	Seat Spacing	650 mm for Type –I
32	Knee Room	406mm
33	Kneeling requirement	60mm
34	Type of Flooring	Sloping : 12.5% max
35	Saloon Flooring	19 Marine Plywood with 2mm anti skid vinyl
36	Interior	Assist rails and hand holds. All interiors shall confirm to IS-15061
37	Panels	Front- FRP Rear- FRP External Panel stretch- GI External panel skirting - Al External Panel roof- Al Inner Panel Side- Pre-painted GI with ABS/FRP trim on window pillar Inner Panel Roof- Pre-painted GI
38	Front Wind shield	Front wind shield- single piece curved PVB laminated glass. As per CMVR Rules
39	Electricals	Head lights - 2no. fog lamp - 2 no., blinkers- at front, rear and sides on all wheels, height marker lamps at front & rear, tail lamps - 4 lamp cluster on each side, reflectors - as per standards, saloon lighting - adequate lighting shall be provided, standard lighting in engine compartment, heavy duty twin blade wiper with water sprinkler as per AIS 052
40	Air Conditioning	Main engine driven AC with minimum rated cooling capacity of 96,000 BTUs/ hr
41	Stanchions	As per CER 36 (AIS 046 to be aligned)

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S No.	Description	Specification
42	Driver Working Space	As per bus body code.
43	Destination Boards	Day light viewable LED route display system with PC interface Matrix Size (minimum): 1800mmx220mm at front, 900mmx200mm on side and rear. 900mmx200mm internal destination board
44	Other Standard fitments	FWS blinder partition for driver. All flap doors with locking arrangements, optional 2 no. roof hatches with exhaust fans. Manually operated rear view mirrors. First aid kit and warning triangle as per CMVR rules. Fuel tank confirming to specifications of SAE 703 of minimum capacity of 150 lts
45	Color of the Bus	To be decided by the purchaser at later stage
46	Logo	City logo - To be decided by the purchaser at later stage JnNURM- located horizontally on non open able space, at strategic places on either side of the bus. Logo size should be minimum 1000mm x 250mm (length x height), in English language on both sides. The logo should be a permanent sticker type of reflective material (radium). The material needs to be UV resistant and water proof.

Annexure 2: Letter of Application for the Bid

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date:

To,

The Chief Executive Officer,

Bhopal City Link Limited, Bhopal

“B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State

Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.)

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter “the Bidder”), and having reviewed and fully understood the Technical bid qualification information provided in the RFP No....., the undersigned hereby applies to be qualified by you as a Operator for the BRTS (Bus Rapid Transit System) Bus operations for Bhopal City Link Ltd., Bhopal.

2. Attached to this letter are certified copies of original documents defining:

- a) The applicant’s legal status
- b) The applicant’s principal place of business
- c) Documents evidencing the incorporation/registration of the firm, including place of incorporation
- d) All documents as specified in Technical Bid and RFP in respective envelopes.
- e) The EMD/Bid Security Amount of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand Only) vide DD no..... Dated.....of bankdrawn in favour ofand payable at Bhopal.

3. Bhopal City Link Ltd. and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and / or client(s) regarding any financial and technical aspects here of by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.

4. This application is made in the full understanding that:

- a) Our bid and any information submitted for Technical bid –the qualification at the time of bidding will be subject to verification by Bhopal City Link Ltd., Bhopal;
- b) Bhopal City Link Ltd. has reserved the right to:

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- a. Amend the scope of work for the BRTS Bus operation Project. In such event, bids will only be called from qualified bidders who meet the revised requirements; and
- b. (ii) Reject or accept any application, cancel the Technical Bid, the qualification/Bid process, and reject all applications; and
- c. Bhopal City Link Ltd. shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.

5. We confirm that we agree with the terms and conditions provided in RFP/ Technical Bid.

6. The Technical Bid and the Financial Bid submitted by us shall be valid for the period of 180 (One hundred and Eighty) days from the date of bid opening prescribed by Bhopal City Link Ltd..

7. The Bid Purchase amount of Rs. 25000/- (Rupees Twenty Five Thousand only) has been paid by us/is enclosed by us along with this letter in the form vide DD no. dated.....of bank.....drawn in favour ofand payable at Bhopal (in the event that the RFP has been downloaded in electronic form)

8. The undersigned declares that the statements made and the information provided in the application is complete, true and correct in every detail.

Signed

Name

For and on behalf of (name of Bidder) OR

Annexure 3: General & Organizational Information

a) Firm Particulars

Name of Firm:

Head office address:

Contact Person:

Telephone /Fax/email:

b) Place for incorporation/registration:

c) Year of incorporation/registration:

d) No of employees

e) Legal Status of firm:

(Company/Partnership/Proprietorship etc)

Principal business and place for business

f) Registration/Incorporation Documents such as Memorandum, partnership deed of the bidder etc

g) Firm Brochure pertaining to Ownership structure, business areas/activities, business growth revenue details, staff details and/or capability statement.

h) Number of years of experience in transport business

Annexure 4: Technical Qualifications

Technical Eligibility

S.No.	Particulars	Number	Evidence supplied
1	Number of buses owned.		
2	Number of taxies owned.		
3	Number of buses operated through a contract/ concession for three consecutive years anytime during the last five years.		
4	Number of taxies operated through a contract/ concession for three consecutive years anytime during the last five years		

Please provide extra sheets/tables as required in support of the above.

Credit for ownership/operations of parent/subsidiary companies would be given only if the bidder, and the parent / subsidiary for which the credit is to be taken are all companies registered under the Companies Act, 1956.

Financial Eligibility:

S.No.	Particulars	Financial year	Turnover from Transport Business Rs
1	Turnover of the company during the last three financial years from transport business	2012-2013	
		2013-2014	
		2014-2015	

Attach audited 2013-14 annual report and CA certificate in case the turnover from transport related businesses are not evident enough.

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Annexure 5: Financial Bid

Quotation of Kilometre Charge for procurement and maintenance of City Buses and Operation of BRT Bus Services

Design: Fully Built Low Floor (400mm) AC Bus: LPO 1624 TC BS-III		
Quote per Kilometre	In Figures	In Words

Authorized Signatory
(With Stamp of the company)

Annexure 6: Undertaking

UNDERTAKING

It is certified that the information furnished in this Technical Bid, Qualification Bid and as per the document(s) submitted therewith is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and agree to be liable to any punitive action for furnishing false information / documents.

Dated this..... day of..... 2015

Signature

(Company Seal)

.....

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure 7: PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE (ON BANK’S LETTER HEAD WITH ADHESIVE STAMP)

(To be issued by a Scheduled Bank)

(On a Non-Judicial Stamp Paper as per value applicable)

THIS DEED OF GUARANTEE executed on this the ----- day of --- at ----by -----
----- (Name of the Bank) having its Head/Registered office at -----
----- hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of Managing Director, Bhopal City Link Limited, having its registered office at __ Bhopal, hereinafter referred to as BCLL, which expression shall unless it be repugnant to the subject or context thereof include successors and assigns.

A. By the Bus Operators Agreement dated ----- (“the Operator Agreement”) entered into between BCLL and M/s. _____, having its registered office at -----, hereinafter called “the Company”, the Company has been allotted bus route _____ (description of the bus route) in the for operation and maintenance of _____ number of city buses under the City Bus Services project.

B. In terms of Clause [] of the Request for Proposal (RFP) Document, the Company is required to furnish to BCLL, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees _____ only) for the city of _____ as security for performance/ discharge of its obligation under the Operators Agreement (“Performance Security”).

C At the request of the Company, the Guarantor has agreed to provide the Guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Company of its obligations under the Bus Operator’s Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

(1) The capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Operator’s Agreement.

(2) The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Operator’s Agreement and accepts that the decision of the BCLL, in this behalf shall be final, conclusive and binding on the Guarantor.

(3) The Guarantor shall, without any protest or demur and merely on a demand by BCLL, pay to BCLL sums not exceeding in aggregate Rs. _____ (Rupees _____ only), within five (5) days of receipt of a written demand therefore from BCLL stating that the Company has failed to meet its performance obligations under the Operator’s Agreement. The Guarantor shall have no obligation to go into the veracity of any demand made by BCLL and shall pay the amounts specified in the demand notwithstanding any

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direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.

(4) In order to give effect to this Guarantee, BCLL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Operator’s Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/delayed exercise of any of its rights by BCLL or any indulgence shown by BCLL to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BCLL or any indulgence shown by BCLL provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.

(5) This Guarantee shall be absolute, unconditional and irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations hereunder.

(6) This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.

(7) The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

(8) The jurisdiction in relation to this Guarantee shall be the Courts at Bhopal and Indian law shall be applicable.

(9) This Guarantee shall be released or discharged only by an express release letter issued by BCLL.

(10) The Guarantor hereby agrees that without the concurrence of the Guarantor, the Parties to the Operator’s Agreement shall be at liberty to vary, alter or modify the terms and conditions of the Operator’s Agreement and further agrees that its liability under this Guarantee shall in no manner be affected by such variation etc.

(11) The Guarantor agrees that time is the essence of this Guarantee.

(12) To give effect to this Guarantee, BCLL may act as though the Guarantor were the principal debtor to BCLL. BCLL shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the Company. The postponement of action against the Company shall be a matter of the sole discretion of BCLL and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to BCLL and

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the realizations from the Company’s assets can be postponed by BCLL till after the recovery of the amounts claimed or demanded from the Guarantor.

(13) A certificate in writing signed by a duly authorized official of BCLL shall be conclusive evidence against the Guarantor of the amount for the time being due to BCLL from the Company in any action or proceeding brought on this Guarantee against the Guarantor.

(14) This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with BCLL by the Company and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to BCLL under the Operator’s Agreement.

(15) The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor further represents that all regulatory approvals, permits and authorisations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.

(16) The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor’s ability to perform its obligations under this Guarantee.

(17) Any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or its successors or assigns, as the case may be.

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

Signed and delivered by the above named _____ Bank by its Authorised Signatory as authorised by Resolution/Regulation/Decision of its Regional Board/Central Board in accordance with the decision/resolution passed on _____

Authorised Signatory

In the presence of:

1.

2.

NOTE: The word Company may be replaced with word/ phrase which purports and reflects the entity

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FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

THIS AGREEMENT made on _____ day of _____ (Month/year) between Bhopal City Link Limited, THROUGH the Additional CEO, between Bhopal City Link Ltd., “B” wing, IInd Floor, Above Passport office, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus, Ambedkar Marg, Near Chetak Bridge, Bhopal (M.P.) (hereinafter called “the Employer”) of the one part and _____ (name and address of the Agency) (hereinafter called “the Agency”) of the other part. WHEREAS the Employer is desirous that work of **“Engagement of Operator for Maintenance & Operation of BRT Bus Services in Bhopal”** should be executed by the Agency viz. **Contract No.** _____ (hereinafter called “the Works”, and has accepted a Bid by the Agency for the execution of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance
 - b) Notice Inviting Tender
 - c) RFP & amendments, if any
 - d) Financial Bid
3. In consideration of the payments to be made by the Agency to the Employer as hereinafter mentioned, the Agency hereby covenants with the Employer to execute the work for **“Engagement of Operator for Maintenance & Operation of BRT Bus Services in Bhopal”** in Bhopal and construct the Bus-Q-Shelters in conformity in all respects with the provisions of the Contract and maintain all Bus-Q-Shelters as per the conditions laid down in the RFP for the entire contract period.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the
authorised signatory)

(Name, Designation and address of the
authorised signatory)

Signed for and on behalf of the Agency in the
presence of:

Witness:

1.

2.

Signed for and on behalf of the BCLL/BMC in
the presence of:

Witness:

1.

2.

Name and address of the witnesses to be indicated.