



**Appointment of the Bus Operator  
For Operation and Maintenance of Urban Bus  
Service in Gwalior City (on cluster basis) on  
Net Contract Cost Basis**

**EXECUTIVE DIRECTOR  
GWALIOR SMART CITY DEVELOPMENT CORPORATION LTD (GSCDCL)**

**NAGAR NIGAM MUKHYALAY, CITY CENTER, GWALIOR**



## NOTICE INVITING TENDER (NIT)

NIT No. GSCDCL/032/2018

Date: 17-01-2018

Gwalior Smart City Development Corporation Limited (GSCDCL) invites online item rate bids for the following works (estimated on UADD SOR w.e.f. 10/05/2012) from registered contractors and firms of repute fulfilling eligibility criteria from eligible Bidders through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) for “Appointment of the Bus Operator For Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis”.

The details are as under:

Key Schedule		
Sr. No.	Event's Name	Information
1.	Tender document Fee	Rs. 50,000 (Rupees Fifty Thousand Only) to be paid only through Online e-Tendering Payment Gateway
2.	Earnest Money Deposit (EMD)	Rs. 10,00,000.00 (Rupees Ten Lakh Only)
3.	Last date for sending pre-bid queries	24/01/2018 till 17:30 hours. at <a href="mailto:gscdcltender@gmail.com">gscdcltender@gmail.com</a>
4.	Date, Time & Place of Pre-bid Meeting	25/01/2018 at 12:00 hours. Venue: Gwalior Smart City Development Corporation Limited, Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh
5.	Last date for Online Purchase of Tender Document	15/02/2018 till 1730 hours.
6.	Last date of Online Submission of Bids	16/02/2018 till 1730 hours.
7.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids	19/02/2018 till 1730 hours. Two printed copies of the entire proposal, one marked ORIGINAL and the second one as DUPLICATE and a soft copy on non-rewriteable electronic storage media with all the contents of your proposal.
8.	Date and Time for Opening of Pre-Qualification and Technical Proposal	20/02/2018 at 1300 hours.
9.	Date and Time for Opening of Financial Proposals	Will be intimated later to the technically qualified Bidders
10.	Project Award Criteria	Lowest evaluated bid

Note: The Bidders shall have to submit their bids online and upload the relevant documents as per key schedule.

1. The Bidders intending to participate in this tender are required to get enrolled/ registered on the e-procurement web site <https://www.mpeproc.gov.in/>. Enrolment /registration on the above portal is mandatory.
2. Tender documents can be purchased only online from <https://www.mpeproc.gov.in/> by making online payment as specified above in the key schedule. The Bidders shall have to submit their Bids online and upload the relevant documents as per key schedule.
3. At the time of submission of the Bid, the eligible Bidder shall be required to:
  - a. Pay the cost of Bid Document;
  - b. Deposit the Earnest Money;
  - c. Submit a check list;
  - d. Submit an affidavit duly Notarized as per Annexure- B
4. Details can be seen in the Bid Data Sheet
5. Amendment to NIT, if any, would be published only on the website: <https://www.mpeproc.gov.in/>.
6. Conditional tender will not be accepted and liable to be rejected. GSCDCL reserves the right to accept or reject any or all tender without assigning any reasons thereof.
7. Since the Bidders are required to sign their online bids via Digital Certificates. The Bidders are advised to obtain the same at the earliest.
8. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website mentioned in NIT.
9. Bid document can be purchased after making online payment of portal fees through Credit/ Debit/ Cash Card or via internet banking.
10. Pre-qualification: Prequalification conditions, wherever applicable, are given in the Bid Data Sheet

EXECUTIVE DIRECTOR  
Gwalior Smart City Development Corporation Limited, Gwalior

## **NOTE**

Gwalior Smart City Development Corporation Limited (the “**Authority**”), in its endeavor to improve the public transportation system in the Gwalior City, has undertaken concerted efforts to provide a new smart inter-city and intra-city bus services outside and within the city respectively. Urban Development and Housing Department, Government of Madhya Pradesh has envisaged an organized public transport, reduced use of private vehicles and to develop a mass transport of passenger service in the City. The public transport system in the Gwalior city is being developed and implemented through a special purpose vehicle, i.e. Gwalior City Transport Services Limited (the “**GCTSL**”). The Authority has received UADD, GoMP approval and support for the project.

The primary objective of the project is to improve connectivity and offer affordable transportation option for the citizens of Gwalior, within and nearby cities within region, through an efficient public transport system. The Authority is developing various routes under this project through various clusters, as described in Section 1 of this document, and it is envisaged that a mix of mini, midi, standard and standard AC buses will ply on these routes. The Authority is planning to appoint Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis (the “**Project**”). The number of bus routes, to be developed under this Project, have been divided into two clusters (the “**Cluster(s)**”), with each Cluster containing a mix of multiple mini, midi, standard and standard AC buses, as detailed out in **Volume III** of this RFP.

The Authority now intends to appoint Bus Operator(s) for the implementation of each Cluster through an objective and transparent bidding procedure. Towards this, the Authority is now inviting Bids from the Eligible Bidders as per the laid-out norms in this Request for Proposal. The Request for Proposal is organized in three volumes as given below:

1. **VOLUME-I: INSTRUCTION TO BIDDERS**
2. **VOLUME-II: DRAFT BUS OPERATOR AGREEMENT**
3. **VOLUME-III: DETAILED PROJECT REPORT**

Bidders are advised to visit the Project site, read all three volumes in conjunction and are also advised to comply with the terms and conditions for submission of their Bid as defined in this RFP Document. Selection of the Selected Bidder will be through evaluation of the Bids which are to be submitted by the prospective Bidders. All queries regarding the RFP Document may be submitted in the format as provided in **Appendix VII**, in writing to:

**Issuing Office:**

Gwalior Smart City Development Corporation Limited  
Nagar Nigam Mukhyalay,  
Room No: 212, City Center,  
Gwalior, Madhya Pradesh  
Phone: 0751 2438386  
Email: gwaliorsmartcity@gmail.com

## **Disclaimer**

The information contained in this Request for Proposal (the “**RFP**”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP 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 the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification (the “**Application for Qualification**”) and financial proposal pursuant to this RFP (the “**Financial Proposal**”), collectively called as the “**Bid**”. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 the Authority, its employees or advisors to consider the professional expertise, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, and adequate or correct for all parties. 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 provided is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, 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 with for participation in the Bidding Process or submitting the Bid.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidders upon the statements contained in this RFP. The Authority 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.

The issue of this RFP does not imply that the Authority is bound to select Bidder or Bus Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Application for Qualification and/or the Financial Proposals and/or the Bids without assigning any reasons 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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## Glossary

Definition	As defined in
Application for Qualification	Disclaimer
Associate	Clause 2.2.12 (a)
Authority	Note
Bid	Clause <b>Error! Reference source not found.</b>
Bidder	Clause 2.2.1
Bid Due Date	Clause 1.1.11
Bid Security	Clause 1.2.7
Bid Validity Period	Clause 1.2.6
Bid Documents	Clause 1.2.1
Bidding Process	Clause 1.2.1
BOQ Quantity	Clause 1.1.4
BOQ Rate	Clause 1.2.8
Bus Operator Agreement	Clause 1.1.8
Bus Operator	Clause 1.1.8
Cluster 1	Appendix IX: Cluster Details
Cluster 2	Appendix IX: Cluster Details
Conflict of Interest	Clause 2.2.4
Consortium	Clause 2.2.1
Consortium Member	Clause 2.2.8
Concession	Clause 1.1.8
Cut-off Time	Clause 2.17.1
Performance Security	Clause 1.2.7
Estimated Cluster Cost	Clause 1.1.4
Financial Capacity	Clause 2.4.2
Financial Proposal	Clause 1.2.8
Grant / Premium	Clause 1.1.4
Highest Bidder	Clause 1.2.8
Holding Company	Clause 2.2.12 (b)
Jt. Bidding Agreement	Clause 2.2.8
Lead Consortium Member	Clause 2.2.8
LOA	Clause 2.25.3
Preferred Bidder	Clause 1.2.8
Project	Note
Cluster	Note
Physical Bid Submission	Clause 2.14.1
Responsive	Clause 2.22.1
RFP Document	Clause 1.2.1
Selected Bidder	Clause 1.2.9
Scheduled Bank	Clause 1.2.7
Short Listed Bidders	Clause <b>Error! Reference source not found.</b>
SPV	Clause 1.1.8
Technical Capacity	Clause 2.4.2
Qualification	Clause <b>Error! Reference source not found.</b>
UADD	Urban Administration and Development Department



## **1. Introduction**

### **1.1. Background**

- 1.1.1. The Authority, through a special purpose vehicle, GCTSL, formed specifically to develop Gwalior's City's smart public transportation system, is implementing this Project, through different Clusters, and has decided to carry out a common Bidding Process for selection of the Bus Operator(s) to whom the respective Clusters may be awarded.
- 1.1.2. The Authority has approved the Project to be developed through private participation. The Honorable General Body of Gwalior Smart City Development Corporation Limited has approved the Project to be developed through private participation vide. The UADD, Government of Madhya Pradesh has approved the Project to be developed through private participation.
- 1.1.3. The **Volume III** of this RFP Document provides the detail description and concept of the Project, and details of the different buses to be procured under respective Clusters. The details of the Clusters have been provided at **Appendix IX** of this Document.
- 1.1.4. The cost of the Cluster (the "**Estimated Cluster Cost**") is based on the assessment of the Authority. However, the actual Cluster cost will have to be determined by the Bidder. The Bus Operator shall have full rights to the revenue streams such as passenger fare, advertisement over bus, etc. and that will be collected by the Bus Operator on behalf of the Authority. The Bus Operator shall bid for the respective Cluster by way of:
  - a) Premium that will be paid by the Bus Operator during the First Year of Operations Period in the manner as detailed in the Draft Bus Operator Agreement (the "**Premium**"); OR
  - b) Grant that will be required by the Bus Operator during the First Year of Operations Period in the manner as detailed in the Draft Bus Operator Agreement (the "**Grant**")
- 1.1.5. For the information of the Bidders it is clarified that the Premium payable to the Authority or the Grant to be received from the Authority shall be:
  - a) Determined through Bid; and
  - b) The Premium or Grant shall be paid in a manner as indicated in the Draft Bus Operator Agreement.
- 1.1.6. For the information of the Bidders it is also clarified that the Bidder may choose to submit Bid for more than one Clusters.
- 1.1.7. The Authority intends, through this RFP, to pre-qualify and short-list suitable Bidder(s) (the "**Bidder(s)**"), whose Financial Proposals will be opened, for the evaluation purpose.

- 1.1.8. The Selected Bidder shall form a special purpose vehicle (the “**SPV**”), which shall be the [limited liability company/ limited liability partnership company], to established under the [Companies Act, 1956 or Companies Act, 2013/ Limited Liability Partnership Act, 2008<sup>1</sup>] and its amendments thereof, to implement the Project in accordance with the Bus Operator Agreement, and shall act as the Bus Operator (the “**Bus Operator**”) of the respective Cluster. If in case Authority selects any Bidder as a Selected Bidder for two Clusters, then such Selected Bidder shall form a common SPV, which will sign two different Bus Operator Agreements to act as a Bus Operator for a respective Cluster. The Bus Operator shall be responsible for design, engineering, procurement, building/ construction, financing, procurement, construction, operation and maintenance of the respective Cluster in accordance with the provisions of the Bus Operator Agreement (the “**Bus Operator Agreement**”), provided with the Request for Proposal to all Bidders. The Bus Operator Agreement would set forth the detailed terms and conditions for grant of the contract to the Bus Operator, including Bus Operator’s scope-of-work and obligations (the “**Concession**”).
- 1.1.9. The Bus Operator shall have to develop the Project and provide services to the citizens in the service area, in accordance with the Bus Operator Agreement. As per the scope of work specified in the Bus Operator Agreement.
- 1.1.10. The statements and explanations contained in this RFP Document are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bus Operator or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Documents including this RFP Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.11. The Authority shall receive the Bids pursuant to this RFP Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date (the “**Bid Due Date**”) as specified in **Clause** Error! Reference source not found. of this RFP Document.

## **1.2. Brief description of the Bidding Process**

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<sup>1</sup> Strike out whichever is not applicable

1.2.1. Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below;

Particulars	Instructions
<b>Cover 1</b>	Proof of submission of RFP Document Fee and EMD
<b>Cover 2: Pre-Qualification &amp; Technical Proposal</b>	The Pre-Qualification & Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in of the RFP Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the NIT.
<b>Financial Proposal</b>	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Financial Proposal should be submitted through online bid submission process only.

Note: Authority will conduct the bid evaluation based on documents submitted through online e-tendering portal.

The following points shall be kept in mind for submission of bids;

- a. Authority shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
- c. Authority may seek clarifications from the Bidder on the technical proposal. Any of the clarifications henceforth provided by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, the financial proposal of the Bidder shall not be opened in the e-Tendering system.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which Authority reserves the right to reject the proposal.

- 1.2.2. . The Authority has issued following bid documents (the “Bid Documents”) for the purpose of Bidding Process:
- a) **Request for Proposal Volume I** – Instruction to Bidders
  - b) **Request for Proposal Volume II** – Draft Bus Operator Agreement, to be signed between the Authority and the Bus Operator
  - c) **Request for Proposal Volume III** – Detailed Project Report

Collectively these Bid Documents are called as the RFP document (the “**RFP Document**”) Collectively this is called as the bid (the “**Bid**”)

- 1.2.3. For the information of the Bidders it is clarified that should the Bidder choose to submit Bid for multiple Clusters, in accordance with provision of **Clause 0**, then the Bidder shall be required to submit:
- A common Envelope-1 for all Clusters;
  - The separate Bid Security, in accordance with **Clause 1.2.77** for a respective Clusters
- 1.2.4. The Bidders would be required to furnish the information, for the purpose of the Qualification, as specified in this RFP. The Financial Proposal, to be submitted **ONLINE ONLY** , shall be opened only for the Short Listed Bidders on their Qualification.
- 1.2.5. The Bidders are advised to go through Bid Documents and familiarize themselves with the Clusters, examine the Project requirements in greater detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for award of the respective Clusters. The Authority is likely to provide relatively short time span for submission of the Bids for the Clusters. The Bidders are, therefore, advised to visit the Cluster(s) area and familiarize themselves with the Project.
- 1.2.6. The Bid shall be valid for a period of 180 days from the Bid Due Date (the “**Bid Validity Period**”).

1.2.7. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (the “**Bid Security**”) of:

- **Cluster I:** Rs 8,50,000 (Rupees eight lakh and fifty thousand only)
- **Cluster II:** Rs 6,50,000 (Rupees six lakh and fifty thousand only)

The Bidders will have an option to provide the Bid Security in the form of a demand draft or a bank guarantee drawn on scheduled bank (the “**Scheduled Bank**”), having a branch office in Gwalior. In case the Bidder choose to submit Bid Security in the form of demand draft, then the same should be on the name of “Gwalior Smart City Development Corporation Limited”, payable at Gwalior. The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder(s) from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The Bid Security will be refundable not later than 180 days from the Bid Due Date, except in the case of the Preferred Bidder of a respective Cluster. The Authority will refund the Bid Security of the respective Preferred Bidder, on furnishing the performance security (the “**Performance Security**”) of:

- **Cluster I:** Rs 42,50,000 (Rupees forty two lakh and fifty thousand only)
- **Cluster II:** Rs 32,50,000 (Rupees thirty two lakh and fifty thousand only)

The Selected Bidder shall provide the Performance Security at the time of signing of a Bus Operator Agreement with the Authority, in a format provided as a schedule to the draft Bus Operator Agreement.

1.2.8. The Financial Proposal has been invited for the Project on the basis of the highest Premium or the lowest Grant, applicable for the first year of Operations Period, which will be increased at a fixed rate of 5% (five percentages) in each following year, not exceeding first 5 (five) years of the Operations Period. The Premium or Grant, applicable for the first year of Operations Period, quoted by the Bidder (the “**Financial Proposal**”) shall constitute the sole criteria for evaluation of Bids. The Bidder quoting the highest Financial Proposal (the “**Highest Bidder**”), i.e highest Premium quoted and if no Bidder has quoted the Premium, then the lowest Grant quoted, for the first year of Operations Period, will be the preferred Bidder (the “**Preferred Bidder**”) for the Project.

1.2.9. Generally, the Preferred Bidder will be the selected Bidder (the “**Selected Bidder**”), to be selected as the Bus Operator for the Project. In case such Preferred Bidder withdraws or is not selected for any reason, the Authority may, in its discretion, annul the Bidding Process.

- 1.2.10. Bidders are requested to send their queries or request for additional information, if any, with respect to this RFP Document, in writing by speed post or by fax or by e-mail to the officer designated in the **Note** of this RFP Document, in a format provided in **Appendix VII** of this RFP Document. The envelope and/or communication shall clearly bear the following identification/ title:

**Queries/Request for Additional Information: RFP for “Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis”**

## **2. Instruction to Bidders**

### **A. GENERAL**

#### **2.1. Scope of Bid**

- 2.1.1. The Authority wishes to receive Application for Qualification, as an Cover-1 of the Bid submission, in order to declare the Short Listed Bidders, for opening of Financial Proposal. The Authority shall open the Financial Proposal, only of the Short Listed Bidders.

#### **2.2. Eligibility of Bidders**

- 2.2.1. The Bidder shall either be single entity or a group of [two entities<sup>2</sup>] (the “**Consortium**”), coming together to implement the Project (the “**Bidder**”). However, no Bidder submitting Bid either as a single entity or as a member of a Consortium, as the case may be, can be member of the other Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- 2.2.2. The Bidder shall be allowed to submit only one Bid per Cluster.
- 2.2.3. The Bidder or the Consortium Members, as the case may be, must be a corporate entity incorporated under Companies Act, 1956/2013 or the relevant laws in the respective country of their incorporation.
- 2.2.4. The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest will be disqualified. The Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or its Associates (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in Bidder, or an Associate thereof (or any shareholder

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<sup>2</sup> Depending upon the complexity of the Project, the Authority may decide on number of Consortium Members

thereof having a shareholding of more than 5% of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or an Associate is less than 5% of its subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purpose of this **Clause 2.2.4(a)**, indirect shareholding held through one or more immediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan, or subordinated debt to any other Bidder or any Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder, or any Associate thereof has participated as a consultant to the Authority in preparation of any documents, design or technical specification of the Project

- 2.2.5. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Bus Operator Agreement. In the event any such adviser is engaged by the Selected Bidder or Bus Operator, as the case may be, after issue of the LOA or execution of the Bus Operator Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Bus Operator Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Bus Operator Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Bus Operator, as the case may be, for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or its Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.2.6. The Bidder shall submit a Power of Attorney as per the format at **Appendix II**, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the other Consortium Member should submit a Power of Attorney in favour of the Lead Consortium Member as per the format at **Appendix III**.
- 2.2.7. If the Bidder is a single entity, then the Bidder shall submit an undertaking as per the format set out in **Appendix IV-A** and further undertakes to:
- a) Form an SPV with shareholding/ ownership equity commitments in accordance with this RFP Document, which would enter into the Bus Operator Agreement and subsequently perform all the obligations of the Bus Operator in terms of the Bus Operator Agreement, in case the contract to undertake the Project is awarded to the Bidder;
  - b) hold:
    - i. Minimum 100% (one hundred percent) equity stake / ownership in an SPV from a commencement of the Contract Period till 3 (three) years from the date of commencement of the Operations Period; and
- Minimum 51% (fifty one percent) equity stake / ownership in an SPV till 5 (five) years from the date of commencement of the Operations Period



- 2.2.8. If the Bidder is Consortium, then the Consortium Members shall submit an undertaking as per the format set out in **Appendix IV-A** and a joint Bidding Agreement (the “**Jt. Bidding Agreement**”), in a format provided at **Appendix IV**. The Jt. Bidding Agreement, shall, inter alia:
- a) Convey the intent to form an SPV with shareholding/ ownership equity commitments in accordance with this RFP Document, which would enter into the Bus Operator Agreement and subsequently perform all the obligations of the Bus Operator in terms of the Bus Operator Agreement, in case the contract to undertake the Project is awarded to the Consortium;
  - b) Clearly outline, with a brief description, about the roles and responsibilities of each Consortium Member mainly with respect to the financial, technical, construction and O&M matters, and roles and responsibilities of their respective Key Personnel;
  - c) Commit the minimum shareholding / ownership to be held by each Consortium Member in the SPV;
  - d) Commit that each Consortium Member shall hold the committed shareholding / ownership in the SPV directly and not through any subsidiary or Associate company;
  - e) Commit that lead consortium member (the “**Lead Consortium Member**”) shall directly hold:
    - i. Minimum 51% (fifty one percent) equity stake / ownership in an SPV from a commencement of the Contract Period till 3 (three) years from the date of commencement of the Operations Period; and
    - ii. Minimum 26% (twenty six percent) equity stake / ownership in an SPV till 5 (five) years from the date of commencement of the Operations Period
  - f) Commit that the consortium member other than the Lead Consortium Member (the “**Consortium Member**”) shall directly hold:
    - i. Minimum 26% (twenty six percent) equity stake / ownership in an SPV from a commencement of the Contract Period till 3 (three) years from the date of commencement of the Operations Period; and
    - ii. Minimum 10% (ten percent) equity stake / ownership in an SPV till 5 (five) years from the date of commencement of the Operations Period;
  - g) Commit that the Lead Consortium Member and the Consortium Member (the “**Consortium Members**”) shall directly hold:
    - i. Minimum 100% (one hundred percent) equity stake / ownership in an SPV from a commencement of the Contract Period till 3 (three) years from the date of commencement of the Operations Period; and
    - ii. Minimum 51% (fifty one percent) equity stake / ownership in an SPV till 5 (five) years from the date of commencement of the Operations Period

- h) Include a statement to the effect that Consortium Members shall be liable jointly and severally for all obligations of the Bus Operator in relation to the Project
- 2.2.9. Any entity which has been barred by the Government of India or any State Government in India or any urban local body in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid Due Date, would not be eligible to submit the Bid, and shall be liable for disqualification.
- 2.2.10. A Bidder or Lead Consortium Member or Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial process of the Authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder. The Bidder shall be liable for disqualification in such case.
- 2.2.11. The Bidder or Lead Consortium Member or the Consortium Member shall promptly inform the Authority of any change in its shareholding/ ownership, during the Bidding Process, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- 2.2.12. For the purpose of evaluating Technical Capacity and Financial Capacity of Bidder, under various provisions of **Clause 2.4**:
- a) The Technical Capacity of their Associates would also be eligible. For purposes hereof, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 26% (twenty six per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise; and
  - b) For the purpose of the demonstrating the Financial Capacity, the Bidder or Lead Consortium Member, as the case may be, may use the Financial Capacity of its parent company, which would be controlling more than 51% equity stake of the Bidder or Lead Consortium Member, as the case may be (the “**Holding Company**”).
- 2.2.13. Following conditions shall be adhered to while submitting the Bid:
- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - b) Information supplied by Bidder must apply to the Bidder named in the Bid, and not otherwise; and
  - c) In responding to the Application for Qualification submissions, Bidders should demonstrate their capabilities in accordance with various provisions of **Clause 2.4** below.

### **2.3. General terms**

- 2.3.1. The Financial Proposal should be furnished **ONLINE ONLY** in the format at **Appendix VIII**, clearly indicating the First Operation Year Premium in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.3.2. The Change in Consortium shall not be allowed by the Authority.

### **2.4. Qualification criteria**

- 2.4.1. The Bidder must fulfil the criteria stipulated in **Clause 2.2** hereinabove. The Bidder must possess the relevant certification of incorporation and the copy duly signed and sealed by the authorized signatory should be attached with the Application for Qualification.
- 2.4.2. To be eligible for Qualification and short-listing for opening of Financial Proposal, the Bidder shall fulfil the following conditions of eligibility of Technical Capacity and Financial Capacity as described below:

**(A) [Technical Capacity:** for demonstrating the technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date:

Any one Consortium Member should have or have been an experience of minimum 2 (two) years in Operation and Planning / Managing / Monitoring of day to day Public Transport (Bus) operations and maintenance of fleet equal to [15 number of buses for Cluster 1/ 11 number of buses for Cluster 2].

**AND**

[Any specific experience that Authority would like to include]<sup>3</sup>

**(B) Financial Capacity:** for demonstrating the financial capacity (the "Financial Capacity"), the Bidder shall, have a minimum:

- (i) Net Worth<sup>4</sup> of [25% of the Estimated Cost for the respective Cluster]<sup>5</sup> at the close of the last financial year, preceding Bid Due Date;

**AND**

- (ii) Average Net Cash Accrual<sup>6</sup> of [10% of the Estimated Cost for the respective Cluster] over the three preceding financial years.

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<sup>3</sup> Modify in accordance with Project components and objectives of the Project

<sup>4</sup> Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)

<sup>5</sup> The Authority should estimate the cost for Cluster 1 and Cluster 2, in order to estimate 25% and 10% value of the same.

<sup>6</sup> Net Cash Accrual = Profit after tax + Depreciation + Amortization

- 2.4.3. The Bidder shall enclose with its Application for Qualification, complete with all Appendix and respective Annexes, the following:
- a) Certificates from its statutory auditors or the client concerned, stating the relevant experience sought for demonstrating the Technical Capacity. If in case, a particular job / contract has been jointly executed by the Bidder, as a part of the consortium, it should further support its claim for the share of work done for that particular job/ contract by producing a certificate from its statutory auditors or the client concerned. For avoidance of doubt, it is expressly clarified that the Authority shall consider the experience of the Bidder, only in infrastructure projects, where it is/had holding minimum 26% stake in the consortium;
  - b) Certificates from its statutory auditors specifying the Net Worth and the Average Net Cash Accrual, as stipulated as a requirement for the Financial Capacity, and also specifying the methodology adopted for calculation; and
  - c) Audited annual reports of the Bidder, for the last 3 (three) financial years preceding Bid Due Date.
- 2.4.4. In case the annual accounts for the latest financial year, preceding Bid Due Date, are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) financial years preceding the financial year, for which the audited annual report is not being provided.
- 2.4.5. Notwithstanding anything contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of the Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten), or 5 (five), or 3 (three), or 1 (one) financial years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **2.5. Change in Ownership**

2.5.1. By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder itself or an Associate whose Technical Capacity or the Holding Company whose Financial Capacity was taken into consideration for the purposes of Short Listing and Qualification under and in accordance with this RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority and the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, approve the same or disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Bus Operator Agreement but prior to financial close of the Project, it would, notwithstanding anything to the contrary contained in the Bus Operator Agreement, be deemed to be a breach of the Bus Operator Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Bus Operator. In such an event, notwithstanding anything to the contrary contained in the Bus Operator Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bid Documents and/ or the Bus Operator Agreement or otherwise.

## **2.6. Number of Bids**

2.6.1. The Bidder is eligible to submit only one Bid for each Cluster.

2.6.2. The Bidder shall be allowed to submit Bid for more than one or all Clusters.

## **2.7. Bid and other costs**

2.7.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.8. Site visit and the verification of information**

2.8.1. Bidders are encouraged to submit their respective Bids after visiting the Gwalior city, and ascertaining for themselves the site conditions, the existing conditions bus service.

2.8.2. It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the RFP Document;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in **Clause 2.8.1** above; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.8.3. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority or Authority's advisor. It is the sole responsibility of the Bidder to ascertain the accuracy of the data provided by the Authority or Authority's advisor.

**2.9. Right to accept or reject any or all Bids**

2.9.1. Notwithstanding anything to the contrary contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.9.2. The Authority reserves the right to reject any Bid if the Bidder does not provide, within the time specified by the Authority, the supplemental or supportive or additional information sought by the Authority for evaluation of the Bid.

2.9.3. The Authority reserves the right to reject any Bid and appropriate the Bid Security if at any time a material misrepresentation is made or uncovered. Such misrepresentation and/or improper response shall lead to the disqualification of the Bidder. If such disqualification occurs after the Financial Proposal has been opened and the Highest Bidder gets disqualified, then the Authority reserves the right to:

- a) declare the next Highest Bidder, as the Highest Bidder; or
- b) invite the remaining Bidders to re-submit their Financial Proposals in accordance with the RFP, matching or better the Highest Bidder's Financial Proposal; or
- c) take any such measure as may be deemed fit and is the sole discretion of the Authority, including annulment of the Bidding Process.

2.9.4. In case it is found during the evaluation or at any time before signing of the Bus Operator Agreement or after its execution and during the period of subsistence thereof that one or more of the Qualification criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bus Operator either by issue of the LOA or entering into of the Bus Operator Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Bus Operator Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Bus Operator, as the case may be, without Authority being liable in any manner whatsoever to the Selected Bidder or Bus Operator. In such event the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bid Documents and/ or the Bus Operator Agreement, or otherwise.

- 2.9.5. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.9.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified in **Clause 2.9.7** herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity Period as specified in this RFP Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.9.7. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bid Documents and/ or under the Bus Operator Agreement, or otherwise, under the following conditions:
- a) If a Bidder, at any time makes a material misrepresentation or Authority uncover such material misrepresentation;
  - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Section 3** of this RFP;
  - c) If a Bidder withdraws its Bid during the period of Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - d) In the case of Preferred Bidder, if it fails within the specified time limit -
    - i. to sign and return the duplicate copy of LOA; or
    - ii. to sign the Bus Operator Agreement; or
    - iii. to furnish the Performance Security within the period prescribed therefor in the Bus Operator Agreement
  - e) In case the Selected Bidder, having signed the Bus Operator Agreement, commits any breach thereof prior to furnishing the Performance Security.

## **B. DOCUMENTS**

### **2.10. Contents of the RFP**

- 2.10.1. This RFP Document is divided into following three volumes:
- a) **Volume I:** Instruction to Bidders
  - b) **Volume II:** Draft Bus Operator Agreement
  - c) **Volume III:** Detailed Project Report
- 2.10.2. This RFP Volume I comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with **Clause 2.12**.
- Invitation for Qualification
  - Section 1 – Introduction
  - Section 2 – Instructions to Bidders
  - Section 3 – Fraud & Corrupt Practices

- Section 4 – Pre-Bid Conference
- Section 5 – Miscellaneous

## **Appendices**

- **Appendix I:** Letter comprising the Application for Qualification
  - **Annex I:** Details of Bidder
  - **Annex II:** Technical Capacity of the Bidder
  - **Annex III:** Financial Capacity of the Bidder
  - **Annex IV:** Statement of Legal Capacity
- **Appendix II:** Power of Attorney for signing of Bid
- **Appendix III:** Power of Attorney for Lead Consortium Member of Consortium
- **Appendix IV:** Joint Bidding Agreement
- **Appendix V:** Anti-Collusion Certificate
- **Appendix VI:** Bank Guarantee for Bid Security
- **Appendix VII:** Clarifications
- **Appendix VIII:** Financial Proposal
- **Appendix IX:** Cluster Details

### **2.11. Clarifications**

- 2.11.1. Bidders requiring any clarification on the RFP may notify the Authority in accordance with **Clause 1.2.10**, before the date specified in the schedule of Bidding Process contained in **Clause** Error! Reference source not found..
- 2.11.2. The Authority shall endeavor to respond to the queries within the period specified in Clause **Error! Reference source not found.** of this RFP Document, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on the Authority's website [www.gwaliorSMARTCITY.org](http://www.gwaliorSMARTCITY.org). The Authority will share all the queries and its responses thereto, to all Bidders, without identifying the source of queries.
- 2.11.3. The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.11.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.12. Amendment of RFP**



- 2.12.1. At any time, but no later than 15 (fifteen) days prior to the Bid Due Date, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by the Bidder(s), modify the RFP by the issuance of Addenda.
- 2.12.2. Any Addendum thus issued will be uploaded on the Authority's website [www.gwaliorSMARTCITY.org](http://www.gwaliorSMARTCITY.org).
- 2.12.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, and in line with the **Clause 2.11.2** of this RFP document, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.13. Online Bid submission**

- 2.13.1. The Bidders are required to submit its Bid on the Authority's website [www.gwaliorSMARTCITY.org](http://www.gwaliorSMARTCITY.org), before Cut-off Time on Bid Due Date, including any extension thereof pursuant to **Clause** Error! Reference source not found..
- 2.13.2. The Authority has a well-established e-tendering Department. The entire Bidding Process shall be implemented using the Authority's e-tendering process. Bidder shall have to follow procedures as mentioned below to submit Proposal online:
- a) The details of the procedure involved is available on the website: [www.gwaliorSMARTCITY.org](http://www.gwaliorSMARTCITY.org);
  - b) Bidders will have to register with the Authority at the above website and also enrol for a digital signature certification in order to participate in the bidding process;
  - c) Digital signature certification is a must for participation in the Bidding Process;
  - d) Bidder shall make an online payment of Rs 5000/- (Rupees five thousand) to download the Bid Document;
  - e) Bidders are required to upload scanned / PDF Copies, as a part of his Bid, as specified in this RFP Document at the time of online submission; and
  - f) Online submission of the Bid may take time while uploading and all Bidders are therefore requested to plan their Bid submission accordingly and take necessary precautions
- 2.13.3. Bids submitted in a physical form by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.
- 2.13.4. Bids submitted without Physical Bid Submission, in accordance with **Clause 2.14**, shall not be evaluated and shall be summarily rejected. In case of any discrepancy between Physical Bid Submission and online Bid submission, the contents of online Bid submission shall prevail.

**2.14. Submission of Bid in physical form**

2.14.1. In addition to the online submission, the Bidder shall submit following documents in a physical form (the “**Physical Bid Submission**”), in a sealed outer envelope with a marking as “**Physical Bid Submission – Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis**”, which would include one sealed envelopes:

- a) Original Bid Security; and
- b) Original Power of Attorney
- c) Original documents for Pre-Qualification and Technical Bid(One Original and one Duplicate Copy clearly marked on envelope)

2.14.2. The Bidder shall submit Physical Bid Submission before Cut-off Time on Bid Due Date, including any extension thereof pursuant to **Clause** Error! Reference source not found..

2.14.3. The envelope should be addressed to:

The Chief Executive Officer  
Gwalior Smart City Development Corporation Limited  
Nagar Nigam Mukhyalay,  
Room No: 212, City Center,  
Gwalior, Madhya Pradesh  
Phone: 0751 2438386  
Email: gwaliorsmartcity@gmail.com

If the outer Envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Physical Bid Submission submitted.

**2.15. Language**

2.15.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language that they are accompanied by appropriate translations, duly notarized, of the pertinent passages in the English language. Supporting material that is not translated into English, and not duly notarized, shall not be considered for determining the Qualification. For the purpose of interpretation and evaluation of the Bid, the notarized English language translation shall prevail.

**2.16. Signing of Bid**

2.16.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.16.2. The Bid shall be signed by the authorized signatory of the Bidder who shall also initial each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person signing the Bid.

**2.17. Bid Due Date**

2.17.1. Bid must be submitted before 1730 hours IST on the Bid Due Date (the “**Cut-off Time**”), in accordance with the provisions of this RFP Document.

2.17.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum, on its website [www.gwaliorSMARTCITY.org](http://www.gwaliorSMARTCITY.org), in accordance with provision of **Clause 2.12.3** uniformly for all Bidders.

**2.18. Late Bids**

2.18.1. Bids received by The Authority after the Cut-off Time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. For avoidance of doubt, it is expressly clarified that the receipt of either online or Physical Bid Submission, or both, after the Cut-off Time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected, and the Bidder shall be disqualified from the Bidding Process.

**2.19. Modifications/substitution/withdrawal of Bids**

2.19.1. The Bidder may modify, substitute or withdraw its Bid after submission, before Cut-off Time on the Bid Due Date. No Bid shall be allowed to be modified, substituted or withdrawn by the Bidder on or after the Cut-Off Time on Bid Due Date.

2.19.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the Authority has expressly sought the same after the Bid Due Date, shall be disregarded and shall not be considered for the evaluation of the Bid.

**D. EVALUATION PROCESS**

**2.20. Opening and Evaluation of Bids**

- 2.20.1. The Authority shall open the Application for Qualifications on the Date and the place specified in NITthe presence of the authorized person(s) of Bidder(s), who choose to attend.
- 2.20.2. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this **Section 2**.
- 2.20.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications or additional information, in writing from any Bidder regarding its Bid.
- 2.20.4. The Qualification of Bidders shall be entirely at the discretion of the Authority, and in accordance with this RFP document. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or Qualification shall be provided.
- 2.20.5. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its consultants/advisors, successors or assigns, but shall be binding on the Bidder if the contract is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.20.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

## **2.21. Confidentiality**

- 2.21.1. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders and Short Listed Bidders shall not be disclosed to any Person who is not officially concerned with the process or is not a retained professional advisor advising to the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

## **2.22. Tests of Responsiveness**

- 2.22.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. The Bid shall be considered responsive (the “**Responsive**”) only if:
  - a) It is received before Cut-off Time on Bid Due Date, including any extension thereof pursuant to **Clause** Error! Reference source not found.;
  - b) It is received as per the contents and supporting documents stipulated in this RFP Document;
  - c) It is signed, as stipulated in provisions set out in this RFP Document;
  - d) it is accompanied by the Bid Security as specified in **Clause 1.2.7**;

- e) it contains all the information (complete in all respects) as requested in this RFP Document and/or Bid Documents (in formats same as those specified);
- f) It does not contain any condition on Application for Qualification and/or Financial Proposal; and
- g) It is not non-responsive in terms hereof.

2.22.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

### **2.23. Clarifications**

2.23.1. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek written clarifications or additional information or supporting information, from any Bidder regarding its Bid through email or fax. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. The extension for the clarification date will be at the sole discretion of the Authority. If the extension sought by the Bidder is beyond the due date, then the Authority may consider providing such extension, beyond the due date.

2.23.2. If the Bidder does not provide clarifications sought under **Clause 2.23.1** above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of the Authority's understandings, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

### **2.24. Short listing of Bidders**

2.24.1. The Bidder whose Bid is adjudged as Responsive in terms of Clause 2.22 shall be evaluated for declaring Short Listed Bidders.

2.24.2. The Authority shall notify Bidders on the status of their Application for Qualification. The Authority will not entertain any query or clarifications from Bidders, who failed to qualify as Short Listed Bidder.

### **2.25. Selection of Bidder**

2.25.1. The Authority shall open Financial Proposal of the Bidders, declared as the Short Listed Bidder. The Authority shall list all Short Listed Bidders in an descending order, with highest Financial Proposal for each Cluster at top, followed by other decreasing Financial Proposals. Short Listed Bidder, submitted the highest Financial Proposal for the respective Cluster shall be declared as the Preferred Bidder. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Short Listed Bidders to submit fresh Bids hereunder.

- 2.25.2. In the event, that two or more Bidders quote the same Financial Proposal for any one or more Clusters, and in turn becomes the Highest Bidder (the “**Tie Bidders**”), the Authority shall identify the Preferred Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders, who choose to attend.
- 2.25.3. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Preferred Bidder(s) and the Preferred Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by any of the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Preferred Bidder to acknowledge the LOA, and the next Highest Bidder may be considered.
- 2.25.4. After acknowledgement of the LOA as aforesaid by the Preferred Bidder, it shall become the selected Bidder (the “**Selected Bidder**”) to execute the Bus Operator Agreement within the period prescribed in **Clause Error! Reference source not found.**

**E. MISCELLANEOUS**

**2.26. Proprietary data**

- 2.26.1. All documents and other information supplied by the Authority or submitted by Bidder(s) to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

**2.27. Correspondence with Bidder**

- 2.27.1. The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid during the Bidding Process or in future.

### **3. Fraud and Corrupt Practices**

- 3.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 3.2. Without prejudice to the rights of the Authority under **Clause 3.1** hereinabove, if any Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3. For the purposes of this RFP Document, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Bus Operator Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Bus Operator Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Bus Operator Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **4. Pre-Bid Meeting**

**A pre-Bid meeting of the interested Bidders shall be held on the designated date, as mentioned in NIT of this RFP Document.**

- 4.1. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
  
- 4.2. During the course of pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **5. Miscellaneous**

- 5.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gwalior, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) Qualify or disqualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## **Appendix I: Letter comprising the Application for Qualification**

*[on letterhead of Bidder]*

Dated:

To:  
The Chief Executive Officer,  
Gwalior Smart City Development Corporation Limited  
Nagar Nigam Mukhyalay,  
Room No: 212, City Center,  
Gwalior, Madhya Pradesh  
Phone: 0751 2438386  
Email: gwaliorsmartcity@gmail.com

Subject: Application for Qualification – Technical Capacity and Financial Capacity for Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis (the “**Project**”)

Dear Sir,

With reference to your RFP Document for Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis, [dated \*\*\*\*\*, we, having examined the RFP Document and understood its contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as the Bus Operator for the aforesaid Project.
3. We shall make available to the Authority any additional information it may find necessary or require, to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, prior to Bid Due Date, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We declare that:

- a) We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority.
  - b) We do not have any conflict of interest in accordance with **Clauses 2.2.4** of the RFP Document; and
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 3.3** of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 3** of the RFP Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with **Clause 2.9** of the RFP Document.
  8. We declare that we are not a part of any other Bidder, participating in this Bidding Process.
  9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.
  11. We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our partners or any of our managers/ employees.
  12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  13. The Statement of Legal Capacity as per format provided at **Annex V** in **Appendix I** of the RFP Document, and duly signed, is enclosed.
  14. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

15. We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date: (Signature of the Authorized Signatory)

Place: (Name and designation of the Authorized Signatory)

Name and Seal of the Bidder

## **Annex I: Details of Bidder<sup>7</sup>**

### **1. The Bidder**

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (a) Date of incorporation and/ or commencement of business:

### **2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project[s]:**

### **3. Details of individual(s) who will serve as the point of contact/ communication:**

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

### **4. Particulars of the Authorized Signatory of the Bidder:**

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

**6.** A statement by the Bidder disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

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<sup>7</sup> Provide this information for all Consortium Members

## **Annex II: Technical Capacity of the Bidder**

Particulars	Details of the project
Name of the project	
Name of the project authority	
Entity claiming for the Technical Capacity – Bidder/ Associate	
If in case of Associate, then the relationship with the Bidder and details (Attach extra sheets, if necessary)	
Client name	
Period of the project construction and commencement	Construction period – from ddmmyyyy to ddmmyyyy Project commencement date – ddmmyyyy
Location	
Project cost, Rs crore	
Project scope	
Role played by the Bidder / Associate	
Equity holding of the Bidder/ Associate in the project executing company/ consortium	
Certificate provided by the Bidder/ Associate	

### **Instructions:**

1. The Bidder is expected to provide information in a format provided above for a project, matching Qualification criteria as stipulated in **Clause 2.4**, of this RFP Document.
2. Certificates from the Bidder’s statutory auditor or the client concerned must be furnished for the project. In jurisdictions, that do not have the statutory auditors, the auditors who audit the annual accounts of the Bidder should provide the requisite certification.
3. It may be noted that, in case of an absence of the proper certificate, as mentioned hereinabove, the information would be considered an inadequate and would lead to the exclusion of the project, in determining the Technical Capacity of the Bidder.

## Annex III: Financial Capacity of the Bidder

*In Rupees crore*<sup>8</sup>

Name of Bidder	Year 1	Year 2	Year 3
Net Worth			
Net Cash Accruals			

### Instructions:

1. The Bidder shall attach copies of the financial statements/ annual reports for the five financial years, preceding Bid Due Date. The financial statements/ annual reports, must:
  - i. Reflect the financial situation of the Bidder;
  - ii. Be audited by the statutory auditor;
  - iii. Be complete, including all notes to the financial statements; and
  - iv. Correspond to the accounting periods already completed and audited; no statements for partial periods shall be requested or accepted
2. Year 1 will be the latest completed financial year, preceding Bid Due Date. Year 2 will be the year, immediately preceding the Year 1, and so on. If in case the Bid Due Date falls within 3 months of the close of the latest financial year of the Bidder, refer **Clause 2.4.5**.

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<sup>8</sup> If in case the financial details are available in the foreign currency, other than Indian Rupee, then the same may be converted into Indian Rupee. The rate applicable for such conversion shall be the RBI Reference Rate, provided and published by the Reserve Bank of India, on its website [www.rbi.org.in](http://www.rbi.org.in) for ddmmyyyy. If in case, the financial details are available other than tradable currencies, i.e. USD, GBP, Euro or YEN, then the same may be converted first into these tradable currencies, before converting into Indian Rupee. For converting the financial data, into the tradable currency, the Bidder may consider the convertible rate provided and published by the central bank of the respective country for ddmmyyyy.



## **Annex IV: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,  
The Chief Executive Officer,  
Gwalior Smart City Development Corporation Limited  
Nagar Nigam Mukhyalay,  
Room No: 212, City Center,  
Gwalior, Madhya Pradesh  
Phone: 0751 2438386  
Email: gwaliorsmartcity@gmail.com

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP Document.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory

For and on behalf of

## Annex IV: Check-list for Tender

S No.	List of Documents	File Name	Submitted (Y / N)	Description and Reference No
1	Proof of Tender Fee and EMD submitted			
2	Details of Bidder			
	As per format provided at Annex I			
3	Technical Capacity of the Bidder			
	As per format provided at Annex II			
4	Financial Capacity of the Bidder			
	As per format provided at Annex III			
5	Statement of Legal Capacity			
	As per format provided at Annex IV			
6	Power of Attorney for signing of Bid			
	As per format provided at Appendix II			
7	Letter of Undertaking			
	As per format provided at Appendix IVA			
8	Anti-Collusion Certificate			
	As per format provided at Appendix V			
9	Financial Proposal			
	As per format provided at Appendix VIII			
10	Technical Bid Cover Letter			-
	As per format provided at Appendix X			
11	Format for Declaration by the bidder for not being Blacklisted / Debarred			-
	As per format provided at Appendix XI			

## **Appendix II: Power of Attorney for signing of Bid**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [currently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our Bid for “Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis” (the “**Project**”), proposed or being developed by the Gwalior Smart City Development Corporation Limited, including but not limited to signing and submission of Bid, and other documents and writings, participate in Pre-Bid Meetings and other conferences and providing information/ responses to the Gwalior Smart City Development Corporation Limited, representing us in all matters before the Gwalior Smart City Development Corporation Limited, signing and execution of all contracts including the Bus Operator Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Gwalior Smart City Development Corporation Limited in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Bus Operator Agreement with the Gwalior Smart City Development Corporation Limited.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20---

FOR -----  
(SIGNATURE)  
(NAME, TITLE, ADDRESS)

WITNESS:

- 1.
- 2.

(ACCEPTED) \_\_\_\_\_ (SIGNATURE)  
(NAME, TITLE, ADDRESS OF THE ATTORNEY)

### **[NOTARIZED]**

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

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

## **Appendix III: Power of Attorney for Lead Consortium Member of Consortium**

*(To be executed on non-judicial stamp paper of appropriate value)*

Whereas Gwalior Smart City Development Corporation Limited has invited Bids from interested parties for an “Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis” (the “**Project**”).

Whereas, the Consortium Members are interested in submitting Bid for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and Bus Operator Agreement, and

Whereas, it is necessary for the Consortium Members to designate one of the Consortium Members as the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

We, ..... having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ....., having its registered office at .....

being one of the Consortium Members, as the Lead Consortium Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Bus Operator Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)  
(Executants)

For .....  
(Signature, Name & Title)  
(Executants)

(To be executed by all Consortium Members)

Witnesses:

- 1.
- 2.

Notes:

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

*Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## Appendix IV: Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....  
20... (the “**Jt. Bidding Agreement**”)

AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. .... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

- A. The Gwalior Smart City Development Corporation Limited, hereinafter referred to as the “**Authority**”) has invited Bids by its Request for Proposal Tender No. .... dated ..... (the “**RFP**”) for “Appointment of the Bus Operator For Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis” (the “**Project**”);
- B. The Parties are interested in jointly bidding for the Project as Consortium Members (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Jt. Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate the SPV as required by and in accordance with the Bidding Documents for performing all its obligations as the Bus Operator in terms of the Bus Operator Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead Consortium Member of the Consortium and shall have the power of attorney from Second Part for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Bus Operator Agreement when all the obligations of the SPV shall become effective;
- b. {Party of the Second Part shall be \_\_\_\_\_.}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Bus Operator Agreement and for the performance of the Bus Operator's obligations under the Bus Operator Agreement.

**6. Shareholding / ownership in the SPV**

(a) The Parties agree that the proportion of shareholding / ownership among the Parties in the SPV shall be as follows:

First Part:

Second Part:

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Bus Operator Agreement.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Jt. Bidding Agreement for the delegation of power and authority to execute this Jt. Bidding Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;



- ii. violate any applicable law presently in effect and having applicability to it;
  - iii. violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Bus Operator Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Selected Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

**9. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of [ABC].

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD CONSORTIUM MEMBER by:  
(Signature)

(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of

SECOND PART  
(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of

In the presence of:

- 1.
- 2.

Notes:

1. *The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

## **Appendix IV-A: Letter of Undertaking**

(To be printed on the letterhead of the Bidder)

Date:

To,  
The Chief Executive Officer,  
Gwalior Smart City Development Corporation Limited  
Nagar Nigam Mukhyalay,  
Room No: 212, City Center,  
Gwalior, Madhya Pradesh  
Phone: 0751 2438386  
Email: gwaliorsmartcity@gmail.com

**SUBJECT:** Undertaking to form an SPV as per the terms of the RFP.

**REFERENCE:** Request for Proposal for the appointment of the Bus Operator for operation and maintenance of urban bus service in Gwalior city (on cluster basis) on net contract cost basis, bearing reference number [GSCDCL/0.../2018] (“**RFP**”).

Dear Sir,

I/We hereby undertake to form an SPV with shareholding/ ownership equity commitments in accordance with the RFP, which would enter into the Bus Operator Agreement and subsequently perform all the obligations of the Bus Operator in terms of the Bus Operator Agreement, if selected for award of the Project as the Selected Bidder in accordance with the provisions of the RFP.

Yours faithfully,

Date:

(Signature of the Authorized Signatory)

Place:  
Signatory)

(Name and designation of the Authorized

Name and Seal of the Bidder

## Appendix V: Anti-Collusion Certificate

*(To be executed on stamp paper of appropriate value)*

We undertake that, in competing for (and, if the award is made to us, in executing) the above Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and subsequent amendments thereof.

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

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

Dated this .....Day of .....,20

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder / Authorised Person)

.....  
(Name of the Authorised Person)

## **Appendix VI: Bank Guarantee for Bid Security**

B.G.No.

Dated:

1. In consideration of you, The Chief Executive Officer, Gwalior Smart City Development Corporation Limited having its office at [provide office address], State of Madhya Pradesh, India (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid, a Company registered under provision of the [Companies Act, 1956 / Companies Act, 2013] and having its registered office at [xx] and acting on behalf of its Consortium (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), to Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis, (hereinafter referred to as the “**Project**”) pursuant to the request for proposal document dated [xx] issued in respect of the Project (“**RFP**”), we [Name of the Nationalized Bank] having our registered office at [xx] and one of its branches at Gwalior (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of **Clause 1.2.7** the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of [provide Bid Security amount here] only as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding the Bid Security.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of Authority's notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding, any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Aurangabad shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Signed and Delivered by [xx] Bank  
By the hand of Mr./Ms. [xx], its [xx] and authorized official.

(Signature of the Authorized Signatory)  
(Official Seal)

## **Appendix VII: Clarifications**

<b>Sr. No</b>	<b>RFP Document – Clause reference</b>	<b>Comment or Clarification/ Change sought</b>
1		
2		
.		
N		



## **Appendix VIII: Financial Proposal**

Dated:

To,  
The Chief Executive Officer,  
Gwalior Smart City Development Corporation Limited  
Nagar Nigam Mukhyalay,  
Room No: 212, City Center,  
Gwalior, Madhya Pradesh  
Phone: 0751 2438386  
Email: gwaliorsmartcity@gmail.com

**Subject:** Financial Proposal for “Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis”

Dear Sir,

With reference to your RFP Document for “Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis”, dated \*\*\*\*\*, I/we, having examined the RFP Document and understood its contents, hereby submit my/our Financial Proposal for the aforesaid Project. The Bid is unconditional and unqualified.

1. The Financial Proposal is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bus Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Bus Operator for the “Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis” (the “**Project**”).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Financial Proposal.
5. I/ We acknowledge the right of the Authority to reject our Financial Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, prior to Bid Due Date, we/ any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been

expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
  - a) I/ We have examined and have no reservations to the Bid Documents, including any Addendum issued by the Authority; and
  - b) I/ We do not have any Conflict of Interest in accordance with **Clauses 2.2.4** of the RFP Document; and
  - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 3.3** of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 3** of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e) the undertakings given by us along with the Bid in response to the RFP Document for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with **Clause 2.9** of the RFP Document.
9. I/ We believe that we satisfy(s) the Net Worth and Average Cash Accrual and meet(s) the requirements as specified in the RFP Document.
10. I/ We declare that we or our Associates are not a part of any other Bidder submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Authority of the same immediately.
15. I/ We understand that the Selected Bidder shall incorporate SPV under the Indian Companies Act, 2013 or Limited Liability Partnership Act, 2008, prior to execution of the Bus Operator Agreement.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of our company being declared as the Selected Bidder, I/we agree to enter into a Bus Operator Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date [and Addenda thereof]. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bid Documents carefully. We understand that except to the extent as expressly set forth in the Bus Operator Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
19. I/ We offer a Bid Security of [provide amount here] to the Authority in accordance with the RFP Document.
20. The Bid Security in the form of a [Demand Draft/ Bank Guarantee] is enclosed.
21. I/ We agree and understand that the Financial Proposal is subject to the provisions of the Bid Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
22. The First Operation Year Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the project.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.
24. We shall be liable for all the obligations of the Bus Operator under the Bus Operator Agreement.
25. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

**26. I/ We hereby submit our Bid and [offer a Premium/ seek a Grant], applicable for Year 1 of the Operations Period, of:**

Sr. No	Cluster Number	Year 1 of Operations Period [Premium/ Grant], in INR
1	Cluster I	
2	Cluster II	

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

## Appendix IX: Cluster Details

### Cluster 1

Route No	Origin	Destination	Type of Services	Number of Buses	Route Distance, in Kms	Type of Buses
1	Gwalior	Indore	Intercity	6	580	Standard Bus AC
2	Gwalior	Datia	Intercity	6	85	Standard Bus Non-AC
3	Air Force Station	Girwai Naka via (DD nagar main gate, In between hanuman nagar petrol pump, Mrignayani tiraha, Between ADM & Central park, Between vivekanand & chetakpuri gate, Amkho bus stand, Guda gudi	Intra-City	5	18	Midi
4	Maharajpura	Vicky Factory Via (Birla Hospital, Hurawali Tiraha, VC Bungalow, AG office, Science college)	Intra-City	5	15	Midi
5	Moti Jheel	Bela ki Bawdi Via (Moti jheel, Laxmiganj, Murgi farm)	Intra-City	4	15	Midi
6	IIITM	Collectorate Via (P.H.E colony, Shyam vatika, 7 no.reservation office, Infront of murar hospital, Thatipur chouraha, Highcourt tiraha)	Intra-City	4	13	Midi
<b>Total</b>				<b>30</b>	<b>726</b>	

### Cluster 2

*Appointment of the Bus Operator for Operation and Maintenance of Urban Bus Service in Gwalior City  
(on cluster basis) on Net Contract Cost Basis*

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Route No	Origin	Destination	Type of Services	Number of Buses	Route Distance, in Kms	Type of Buses
1	Gwalior	Bhopal	Intercity	4	423	Standard Bus AC
2	Gwalior	Sheopur	Intercity	4	298	Standard Bus Non-AC
3	Gwalior	Bhind	Intercity	5	78	2 AC & 3 Non AC Standard Bus
4	DD Nagar	Inderganj Chouraha Via (DD nagar main gate, Gola ka mandir, Mrignayani tiraha, Infront of silver estate, Anupam nagar extension, Between vivekanand & chetakpuri gate, Inderganj chouraha	Intra City	4	11.6	Midi
5	IIITM	Nadi Gate Terminal Via (P.H.E. colony, NE railway colony, Padav park hotel, Fulbag chouraha)	Intra City	6	10	Midi
<b>Total</b>				<b>23</b>	<b>820.6</b>	

## Appendix X - Technical Bid Cover Letter

(To be submitted on the Letterhead of the Sole Bidder or Lead Member's Firm in case of consortium)

Date:

dd/mm/yyyy

To

### Executive Director

#### Gwalior Smart City Development Limited (GSCDCL)

**Subject: Bid for** "Appointment of the Bus Operator For Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis"

RFP Reference No:

XXXX Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of "RFP for Appointment of the Bus Operator For Operation and Maintenance of Urban Bus Service in Gwalior City (on cluster basis) on Net Contract Cost Basis" do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that I / We are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Authority, Government of Madhya Pradesh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 8 of the RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days from the last date of online submission of bid. We shall extend the validity of the bid if required by Authority.

Thanking you,

Yours sincerely,

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address



## **Annexure XI - Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the responding company (Sole Bidder or each member of consortium in case of Consortium))

**Date:**

**dd/mm/yyyy To**

**Executive Director**

**Gwalior Smart City Development Limited (GSCDCL)**

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

**RFP Reference No: XXXX**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name: Designation: Address: Telephone & Fax: E-mail address: