

Office of the Ranchi Municipal Corporation, Ranchi

**REQUEST FOR PROPOSAL [RFP]
FOR
ENGAGEMENT OF SERVICE PROVIDER FOR OPERATION MANAGING,
AND MAINTENANCE
OF
NEW CITY BUSES PROCURED UNDER JnNURM AND OLD
BUSES ALREADY IN CITY BUS SERVICE
FOR
RANCHI CITY**

-: From:-

Municipal Commissioner,
Ranchi Municipal Corporation,
Kutchery Road, Ranchi-834001.





DATA-SHEET

Lt. No - 157/7842

Dt - 20/02/2018

Important Documents to be included with the tender

Sl. No.	Documents, Enclosures with Tender	Attached / Not Applicable
1	Duly filled Tender form in an envelope having two separate envelopes clearly marked "Technical Proposal" & "Financial Proposal".	
2	Technical Proposal should be clearly marked "Technical Proposal for operating buses under JnNURM" – do not open except in the presence of the evaluation committee".	
3	Bid Security of Rs. 2,00,000 (Two lakh) in Form of Bank Guarantee in favour of Municipal Commissioner, Ranchi Municipal Corporation, Ranchi payable at Ranchi of any scheduled bank and kept with the Technical Proposal.	
4	Performance Security (Guarantee) of Rs. 75,000/- (Seventy Five Thousand) per new bus & 15000 (Fifteen Thousand) old bus in Form of Bank Guarantee in favor of Municipal Commissioner, Ranchi Municipal Corporation, Ranchi, payable at Ranchi of any scheduled bank	
5	Financial Proposal in a separate enclosed sheet should be submitted clearly marked "Financial proposal for operating buses under JnNURM – do not open till technical evaluation is complete".	
6	Cost of Bidding & RFP document for Rs. 20,000/- (Twenty thousand) by crossed demand draft drawn in favor of Municipal Commissioner, Ranchi Municipal Corporation, Ranchi, payable at Ranchi of any scheduled bank has to be deposit for Purchase of Tender Document.	
7	Copy of Pan card, Income Tax, Labor License etc. to be enclosed with the Technical Proposal.	
8	Detailed financial statements (balance sheets, Profit & Loss A/c schedule notes on accounts to be enclosed with the Technical Proposal.	
9	Audit Report of last three accounting years to be enclosed with the Technical Proposal.	

Important Dates: -

1. Publication of RFP on RMC website 21.02.2018
2. Pre Bid Meeting Date 26.02.2018 Time 03:00 PM
3. Bid submission Date 06.03.2018 Time 03:00 PM
4. Date of Opening of Bid 06.03.2018 Time 05:00 PM
5. Financial Bid Opening To be decided letter

85

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1. PREAMBLE:-

- 1.1 Ranchi is the capital of Jharkhand, has a metropolitan area of 173 square kilometres with population of 146 lakhs. The city's population grew 30 per cent from 2001 to 2011, making it one of the fastest growing urban areas in India. Close to 70 per cent of the land (about 120 Sq. Km) within Ranchi Municipal Corporation (RMC) limits have been developed.
In the days when motorized vehicles were not commonplace, Ranchi was also a smaller city and it was easy to commute within most of Ranchi by foot or on a cycle. For longer distances, people used cycle rickshaws and rickety buses. Outward expansion of the city has led to an increase in travel distances and higher demand for motorised mobility. Poor quality public transport has not been able to fulfil this demand. As incomes rise, the use of personal motor vehicles, especially cars, is expanding rapidly, leading to congestion in central areas and safety challenges. Ranchi lacks a formalised public transport system and people are largely dependent on Para transit for their day-to-day travel.
- 1.2 To address these mobility issues, the RMC is interested in expanding the city's public transport system by providing more frequent service, modern rolling stock, and better connectivity throughout the city. The new bus fleet will serve the over 120,000 existing daily public transport passengers in the city as well as attract new users.
- 1.3 RMC has to operate, manage and maintenance city buses procured under JnNURM by Private Sector Participation (PSP) for Ranchi city. At present RMC has 26 New buses and 65 existing fleet of city buses.

2. Procedure & Management

- 2.1 Minimum Premium Rate per day /bus inclusive of all operation & Maintenance charge as mentioned in clause 2.10 has to be submitted in financial bid. Separately for New Buses & Old Buses. minimum Reserve bid is Rs 400 per day for new Buses and Rs. 125 per day for old Buses to RMC besides the fixed cost such as road Tax, Fitness, Permit, Tyres & Tube, Battery replacement and all major & minor Repairing cost on fully mentioned in para 2.10.
- 2.2 The approved rate Premium for per bus per day will be valid for all the buses handed Over to operate, old & New buses (No of buses will be deputed by municipal commissioner after that finalization of tender and will be charged for 365 Days).
- 2.3 Successful bidder has to operate all buses handed over to him/her & he/she can not refuse to accept the number of Buses shall be given to him for operation.
- 2.4 Municipal Commissioner, Ranchi Municipal Corporation, Ranchi shall be entitled to exercise all powers for effective management of the proposal for Plying city buses under Public Private Partnership (PPP) Model.
- 2.5 The Ranchi Municipal Corporation, Ranchi is issuing the tenders on a two envelope system (technical & financial) to the interested operators to operate the buses on various bus routes in the form. The other infrastructural like bus queue shelters, etc will be administered & supported by RMC. Night Halting Space for buses will be not be provided by the Ranchi Municipal Corporation, Ranchi and if provided should exclusively be used for these buses and the rent will be charged extra on per month basis.
- 2.6 The bidder shall submit his/her bid for operation of per bus new buses Tata mid buses and for per bus Swaraj Mazda old Buses all ready in operation under Ranchi city Bus service.
- 2.7 The bus operators shall follow rules and regulations, decided by the RMC, as well as, shall also comply with local laws and traffic laws. The Ranchi Municipal Corporation, Ranchi will decide the total daily distance coverage by each bus, zones, parking place providing place, stoppage, Time Schedule and other maintenance procedure including Speed management norms. The driver, conductors and other staff will be employed by the bus operators and such staff will be in proper uniform as decided by the RMC. They shall operate from time to time at the expense born by the operator.
- 2.8 The service provider will be responsible for hiring drivers. Supervisors and maintenance crews.
- 2.9 The service provider will be responsibility for procuring tools and equipment for bus maintenance or having an annual maintenance contract with third party in concurrence with RMC.
- 2.10 All the operating and maintenance cost (Major & Minor repairing) including Premium of comprehensive insurance, road Tax, permit, fitness and daily running costs i.e. wages of driver, conductor etc. cost of fuel, lubricants of the reputed company and other cost required for operating the services and (toll tax, penalty, fines regarding violation of traffic rules) will be borne by the bus operators. However the operator have to deposit Rs. 3300/- P.M. for 24+1 seater Bus and Rs. 3850/- P.M. for 29+1 seater (can change depending on change in tax

- structure, insurance charges and other RMC may consider revision in the fare structure of tickets to accommodate the hike). Bus in R.M.C. (monthly in advance) to meet Premium of Insurance, Road Tax, Permit fee and Fitness charges beside the daily Premium of Buses. R.M.C. will deposit the Insurance Premium, Road Tax, Permit and Fitness fee of the buses. (above mentioned amount can change depending on changes in the tax and fee rates of the govt. and insurance company) The bus operators will issue tickets only from the Tickets Vending Machine System/cash as finalized by the RMC. Ticket vending machine shall be purchased by the bus operator.
- 2.11 The service provider will carry out bus clearing daily as per an agreement with RMC and will maintain a workshop & washing bay equipped with required equipment and trained skilled personnel for daily/periodically maintenance.
- 2.12 The service provider will operate bus services as per a daily schedule provided by the RMC.
- 2.13 RMC reserve the right to take decision on Bus routes, stoppage, and frequency based on the review and suggestion from the Transport planning Cell. The Transport planning cell will keep in mind public interest and trip demand while making suggestions.
- 2.14 The official from Transport planning cell within RMC will supervise the operation of the bus service and will ensure that bus operator shall follow the rules and procedures decided by the RMC and observe the law.
- 2.15 The successful bidder shall furnish and unconditional and irrevocable bank guarantee as a performance security deposit of Rs. 75,000 per bus for new Bus & Rs. 15,000/- Bus for old bus in the from prescribed at the time of agreement with the undertaking that in the event of default on the part of the operator of the Ranchi Municipal corporation, Ranchi shall be entitled to forfeit and recovers damages.
- 2.16 Amount to be quoted on daily basis per bus by the operator to operate manage maintenance the public transport system in Ranchi city, in the prescribed from of price Bid offer given in thaw tender/ offer document shall be firm and shall not be subjected to any change due to variations of labour conditions, fluctuations infighter, insurance premium and any conditions whatsoever, amount queered by the operator shall exclude expenditure for providing all the required staff, daily consolable, fuel issuing ticked, insurance, maintenance of bus to keep it in excellent condition, to fulfil all the mandatory and statutory requirements, etc. This price bid (Annexure VI) will be enclosed in a separate envelope and marked as "Financial Bid" which will be opened offer the technical bid is evaluated and will be opened only in case of the bidder clearing in the technical evolution.
- 2.17 RMC has taken due care in preparation of information contained in this document and believes it to be accurate. However, neither RMC or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors gives any warranty or make any representations, express, or implied as to the completeness or accuracy of the association with it. Furthermore, this information is not intended to be exhaustive. The information in the document is non-binding on RMC, any o9f its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Bidders are advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. Interested parties and respondent will be required to confirm in writing that they have done so. RMC requests the bidders to go through the RFP in detail and bring to notice (of RMC) any kind of error, misprint, inaccuracies, or omission in the document.
- 2.18 Before the submission of tender forms for any Query relating to the tender documents, Please contact the office of M.C. of the RMC at 0651-2211215.

3. OBLIGATION OF BIDDER / SERVICE PROVIDER

- 3.1 The Operator / Tenderer shall operate, maintain and manage the Bus Service and project facilities for the entire term safely, reliably, economically and efficiently. The Operator shall specifically:-
- 3.2 Maintain, operate and manage project and adhere to the requirements for implementation of the project;
- 3.3 Take possession of the Buses for the purpose of operating, maintaining and managing the Bus Service;
- 3.4 Operate the Buses only within the Bus Service area which has been allotted to the Operator;
- 3.5 Store, maintain and provide fuel and any other material such as engine oil, brake fluid etc. at its own cost and expenses for the operation and running of the Buses;
- 3.6 Provide any equipment, machine or material that is required for the operation, management and maintenance of the Bus Service and the implementation of the project;
- 3.7 Cooperate with the third part contractors appointed by RMC for the purpose of establishing and operating Intelligent Transport System, GPS tracking system, Information technology systems (including both hardware & software) for the monitoring of the Bus Service (including Project facilities) ;
- 3.8 Not to tamper with the JnNURM Logo, GPS System and the appearance of the Buses or the internal layout and design of the Buses;

- 3.9 Procure all applicable Permits at its own cost & expenses and be in compliance thereof at all times during the period of the Operator's Bus Contract Agreement;
- 3.10 Comply with applicable Laws in relation to implementation of the Project at all times during the term of the Bus Contract Agreement;
- 3.11 Adhere to all requirements relating to employees and labour, as per applicable Law;
- 3.12 The Operator shall have to report to the Workshop of authorized Service Centre of the Bus supplier once in a week for routine check-up of the buses
- 3.13 The Drivers of the buses shall have to undergo training for gathering engine, gear box and other components of the bus including ITS installed in the buses by supplier invariably before operation of the buses. The Operator shall be responsible for proper safety of ITS components, Camera, PA system etc. installed in the Bus along with other tools and accessories. In case of damage/ loss of components /accessories, the concerned Operator shall have to compensate of the said damage /loss of components / tools from his / their own source. If not complied equivalent amount of the damage/loss of the item shall be recovered from the security deposit
- 3.14 Maintain the vehicles in accordance with the provisions of the Motor Vehicles Act, 1988 applicable Rules made hereunder, as amended from time to time, and shall carry out necessary repairs & maintenance at its own cost
- 3.15 Throughout the term of the Agreement made in between RMC and Bus Operators, the cost, purchasing and maintaining the comprehensive Insurance of the Buses along with the equipment and material required for the implementation of the Project and those that may be required. applicable Law will have to be borne by the Operator;
- 3.16 Undertake the operation, maintenance and management of the individual Buses and the overall Bus Service in accordance with the terms of the Operator's Bus Contract Agreement;
- 3.17 Arrange for and ensure financing of the operation, maintenance and management of the Bus Service and the implementation of this project;
- 3.18 Provide all such equipments, machines or materials required for the operation, management and maintenance of the Bus Service and the implementation of the project;
- 3.19 Provide adequately trained Conductor and f or any other personnel / manpower required in the Buses and the Project Facilities for the operation, maintenance and management of fleet:, Services unless otherwise mutually agreed by the Parties;
- 3.20 Provide sufficient number of adequately trained Drivers with an authorized Driving License to ensure the continued and due operation of the fleet and each of the Buses; priority shall be given to the local youths particularly from the tribal community for which necessary training shall be given to the operator;
- 3.21 Not to tamper or interfere with the GPS tracking system and CCTV surveillance and any other IT and Bus monitoring devices provided in the Buses and the Project Facilities to enable provisioning of safer Bus Services to the passengers.
- 3.22 Ensure that the information such as transit route maps, timings, timetables regarding Routes and frequency of Buses on particular routes (including any changes) is made available to the public in a reasonably accessible manner;
- 3.23 Ensure that the operation and running of buses is manner(except as permitted under the terms & conditions the Bus Service is not disrupted;
- 3.24 Ensure that the notified Fare is collected in a proper manner and deposited in the Escrow Account to be set up for the purpose;
- 3.25 Ensure that an accurate and complete record of the tickets issued and amount collected is maintained on a daily basis as provided in the Bus Operator's Agreement through an Electronic Ticket Issuing Machine to be purchased by the Operator.
- 3.26 Procure and maintain all Applicable Clearances necessary for the implementation of the Project;
- 3.27 Abide by the terms specified in the approved Service Standards of the operation, maintenance and management of the Buses and the Bus Services in the Bus Service Area;
- 3.28 Ensure that timely monthly payment of salaries, wages and fringe benefits to all personnel and staff are given;
- 3.29 Ensure that an initial and refresher training to all personnel and staff is provided in relation to implementation of the Project;
- 3.30 Ensure that all personnel and staff are under constant supervision so as to provide best Service in a safe manner to the public;
- 3.31 Ensure that all Taxes and statutory dues are paid in a timely manner and there are no arrears in this regard;
- 3.32 Ensure that all rents and payments owed to any person is made in a timely manner and there are no arrears in this regard;



- 3.33 Ensure that the Bus Services are provided in safe and efficient manner and in accordance with Applicable Laws, to the public;
- 3.34 Ensure that the Bus Services are made available to the public without any undue disruption;
- 3.35 Ensure that it pays any fines or penalties that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service;
- 3.36 Any damages / losses of the Buses which to be borne by the Operator;
- 3.37 To schedule and dispatch Bus drivers and Buses as per the schedules given
- 3.38 That the Buses and Project Facilities are maintained in clean, safe and reliable condition during the term of the Agreement;
- 3.39 Adhere and enforce to all healthy, safety and environment standards as applicable in various legal provisions of the Applicable Laws;
- 3.40 Attend any meeting called by RMC in relation to the implementation of the Project;
- 3.41 To join, as account holder and beneficiary, to the escrow account agreement of RMC, with a Bank as and when required to do so by RMC;
- 3.42 For proper maintenance and operation, to take up repairs in the authorized workshop of the Company at his own expenditure. However, he may take the benefit of service provided by the Supplier as per the terms & conditions of the Purchase Order; and
- 3.43 The Bus Operators shall be held responsible for any type of lapses as made in connection with any irregularities either in operation & maintenance of Buses in scheduled routes and in depositing of advance monthly revenue or any other adverse activities / non-compliance of any guidelines as laid down in RFP which are against the interest of RMC shall be taken into account and shall be treated as disqualification for such lapses. In that event, the Municipal Commissioner shall have the right to take appropriate steps against the said Bus Operator by way of cancelling the Agreement / withdrawal of vehicles / forfeiture of Earnest Money and even recovery of Security Money deposited to RMC. And the decision of the Municipal Commissioner in that case shall be final and binding on the Service Provider and no excuse / plea shall be entertained under any circumstances.
- 3.44 The approved passengers fare chart shall be displayed in each Bus by the operators for convenience of passengers travelling the Bus
- 3.45 The RMC shall charge penalty or cost equivalent to the damage of any items / parts of JnNURM Bus done by the Operator or his /her authorized staff etc. from security Deposit of Operator or any other transaction mode.
- 3.46 The tenderer has to quote rate for both New & Old Buses. Separate or Condition of tender will not be accepted.
- 3.47 Buses will be handover to the successful Bidder on as is where is condition.
- 3.48 Selected operator has to intimate night shelter points of Buses. Bus Shelter should be within termination point of approved routes night shelter points should be maximum six.

4 PREQUALIFICATION FOR BIDDING:-

It shall be incumbent upon the tenderer to fulfil the following conditions:

- 4.1 Bidder should submit 5 years' experience in Transport/Bus operation and should have ownership of minimum 10 Buses.
- 4.2 Bidder should have minimum turnover of Rs. 50 LAKH in any financial year in last 3 years.
- 4.3 Bidder should submit following document along with the Bid.
- 4.4 Copy of owner Book of Buses owned.
 - 4.4.1 Copy of route permit on which bus services is/was operated.
 - 4.4.2 Balance sheet of previous 3 years duly certified by C.A.
 - 4.4.3 ITR return of 3 year.
 - 4.4.4 Copy of PAN No and Labour License should be attached.
 - 4.4.5 Consortium /joint venture of 2 firm and partnership firm are permitted to bid. In case of a consortium or joint venture at least one of the member of the consortium has to fulfil condition 4.1, 4.2 and 4.3 Both members of consortium will have to submit balance sheet, ITR & PAN No. as mentioned above. A family business can be considered as consortium provide that all family member will be severally and jointly liable for all contractual engagements.
 - 4.4.6 Financial bid will be opened to technically qualified Bidder.

5. GENERAL CONDITIONS

5.1 performance security

- 5.1.1 Performance Security (Guarantee) of Rs. 75,000/- (Seventy Five Thousand) per bus for new bus & 15,000/- (Fifteen thousand) per bus for old bus in Form of Bank Guarantee in favour of Municipal Commissioner, Ranchi Municipal Corporation, payable at Ranchi from any scheduled bank. RMC shall have the right to curtail agreement period for unsatisfactory performance. If any further instructions issued by the Urban Development Department, Govt. Of Jharkhand regarding this operation system Ranchi Municipal Corporation shall have its right to entail the period.
- 5.1.2 Successful bidder will have to enter in Agreement with R.M.C, where all the terms & condition will be laid down.
- 5.1.3 The bidder has to deposit basic premium amount and amount mentioned in Para 2.10 monthly in advance by 20th day of the preceding month.
- 5.1.4 Each bidder shall clearly disclose in the technical bid, through a statement, whether he has previously provided or is presently providing any bus operation services to any state government or the Union Government or any government organization or any government company or any company, wholly or partly, owned by local body and shall also specify whether any action has been taken up against him by such government, organization or such company for deficiency in service or violation of terms of contract. He shall also specify whether his contract has been suspended or terminated for deficiency in service or for violation of the conditions of such contract and shall provide the necessary documents in respect thereof.
- 5.1.5 The work will be awarded to the highest quoted bidder.

5.2 PERIOD OF CONTRACT

- 5.2.1 The Contract will be awarded for the period of five years, commencing from the date of agreement subject to review periodically. However, the Ranchi Municipal Corporation, Ranchi shall have the right to curtail such period for unsatisfactory performance at any given point of time.

5.3 NUMBER OF BUSES AND ROUTES

- 5.3.1 The selected bus operator will presently operate buses (no of buses will be decided by Municipal Commissioner after tender finalization) on prescribed Bus Route, specified timings, trip schedule and minimum travelling distance by each bus.
- 5.3.2 Transport Management Cell will decide number of Route and Number of Buses in each route time to time in consultation with advisor to RMC, operator & other stakeholders. This tender is invited for plying the buses on the routes in lots as decided by the traffic coordination committee time to time. The routes may increase or decrease subject to decision of the committee.
- 5.3.3 This tender is invited for plying the buses on the routes in lots as decided by the traffic coordination committee time to time. The routes may increase or decrease subject to decision of the committee.

6. TYPE OF BUSES: The buses 29+1 Seater and 24+1 Seater

7. FARE STRUCTURE Following fare structure has been decided by the Ranchi Municipal Corporation Ranchi;

Fare	Distance (KMs)
5/-	0-5
10/-	6-12

15/-	12-20
20/-	20+

8. MODIFICATION IN FARE STRUCTURE

RMC reserves the right to revise fare structure based on the suggestion from traffic coordination committee Transport Management Cell and inputs from advisor to RMC and will be communicated to operator through effective communication channel.

9. FARE COLLECTION

The operator has to collect the bus fare as fixed by the Ranchi Municipal Corporation, Ranchi operate and maintain the bus, earn the profit and pay the daily premium to the RMC on per bus per day basis. The fare shall be collected by the electronic ticket vending machine of which the specifications would be laid out by RMC. In Case Electronic machine are not used, the RMC reserves the right to implement the system and to recover 4 times the last borne by RMC as penalty from the operator.

10. TIMING OF BUS OPERATION

Operator has to operate the bus services daily 365 days in a year, from 5:00 am to 09:00 pm. However the Ranchi Municipal Corporation, Ranchi reserves the right to change the schedule depending on demand and traffic load.

11. FINES AND PENALTIES

The Ranchi Municipal Corporation, Ranchi believes in quality of service in terms of timings, cleanliness of vehicles and promptness in customer service. With the as the motto fines and suitable financial penalties will be imposed on the operator for various offences like but not limited to inebriated/intoxicated state of conductor/driver, misbehavior on the part of the conductor/ driver, overcharging, unable to prevent Eve teasing & pocketing, route deviation or not covering the full route, over speeding, skipping bus stops or making unauthorized stops etc. The details of such fines will be elaborated in the agreement with the successful bidder. Also penalties will impose for various offences as mentioned in this document.

12. DOWNTIME

Maximum 20 days will be allowed as down time in case of major breakdown/accident. In such cases the operator has to apply in writing to R.M.C. about the occurrence and matter will be decided by the committee established by RMC.

13. ADVERTISEMENT RIGHTS

The Advertisement rights throughout the contract period will remain with the Ranchi Municipal Corporation. It shall hold exclusive right to place advertisement in and outside the bus and no advertisement without prior permission shall be affixed or displayed on the body of bus or the uniform of staff or otherwise. RMC will share 25% of the revenue with the service provider as an incentive generated through advertisement.

14. GPS INSTALLATION AND RECURRING COST

The GPS installation to every city buses of RMC for the first time is responsibility of Ranchi Municipal Corporation. After installation of GPS and over of warranty period monitoring, operating and recurring cost of GPS will also be paid by the operator every year on yearly mode. Ranchi Municipal Corporation, (Municipal Commissioner) will not be liable to pay any monthly,

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quarterly or half- yearly recurring cost generated by GPS device for tracking the transportation of City Buses and GPRS cost. Failing in this duty; RMC (Municipal Commissioner) will have power to penalize fully as mentioned in this document.

15. electronic ticket machine

Operator should make sure availability of the electronic ticket machine. This device should have facility to connect with online data transfer system and it should provide all detail of ticket purchasing by the passenger of City Buses at regular intervals. The device should be enabled with feature of providing data like how many tickets sold, boarding alighting details of passenger etc. The detailed specifications of the device will be given by RMC later, which shall be only used for the purpose of issuing tickets to the passengers.

16. Reporting

The Service Provider shall submit regular weekly and monthly reports to the RMC on the operation of the Buses. The details required in the reports will be stipulated by RMC from time to time.

17. Security Deposit

The operator shall have to furnish performance Guarantee, Rs. 75,000/- (Seventy Five Thousand Rs only) per Bus for new buses & Rs 15,000/- (Fifteen thousand) per bus for old Buses which will have to be submitted at the time of agreement. The security deposit shall be retained with the Ranchi Municipal Corporation, Ranchi for the complete contract period. The security deposit does not carry any interest. If a bidder fails to furnish the performance guarantee in the stipulated time frame of 1 month after the selection of the operator then the EMD will be forfeited.

18. Agreement

Bidders should note that in the event of acceptance of its Bid, the Successful Bidder(s) would be required to execute the Service Provider Agreement, with such terms and conditions as may be considered necessary by the RMC at the time of finalization of the Service Provider Agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operation of the buses. The signing of the Service Provider Agreement shall be completed within 1 (one) month of the issuance of the Letter of Acceptance to the Successful Bidder or within such extended time frame as extended by RMC in its sole discretion.

19. EXPENSES FOR THE SERVICE PROVIDER AGREEMENT

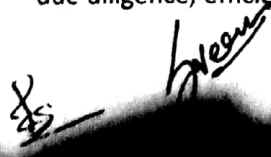
Any and all incidental expenses of execution of the Service Provider Agreement shall be borne by the Successful Bidder

20. FAILURE TO ABIDE BY THE AGREEMENT

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

21. STANDARD OF PERFORMANCE

The Service Provider shall perform the services and carry out its obligations under the agreement with due diligence, efficiency and economy; in accordance with generally accepted practices followed in the



industry and in a professional manner and shall observe sound management, technical and engineering practices. Service Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for the Bus System. In the event that RMC requires any interaction and / or arrangement with a third party in relation to the Bus System, Service Provider shall act as a faithful advisers to RMC in such process and shall, at all times, support and safeguard RMC's legitimate interests in this context.

22. ASSIGNMENT

Service Provider shall not assign, in whole or in part, any right or delegate any duty under the Service Provider Agreement to any third party without written consent of RMC.

23. RIGHT TO INSPECT

Service Provider shall make the Bus System and all support facilities along with all documents. Certificates as required to the Bus System available for inspection by RMC and its staff and authorized representatives from time to time.

RMC reserves the right to inspect / arrange inspection of any facility used by Service Provider in relation to the implementation of the Bus System, through an authorized agent / representatives. RMC shall do so after giving prior notice to Service Provider and make a visit during the office hours of Service Provider. Service Provider shall at all times assist RMC in such inspections.



RMC reserves the right to inspect / arrange inspection of any or all relevant documents/ records of business operations / records including the books of accounts of statutory payments like PF, ESIC, Service Tax, etc. of the Provider at any time to monitor compliance with Service Provider's obligations in relation to implementation of the Bus System, through an authorized agent or representatives. RMC shall do so after giving prior notice to Service Provider and make a visit during the office hours of Provider. Service Provider shall at all times assist RMC in such inspections.

24. RIGHT TO INSPECT / CHECK TICKETS IN BUSES

RMC reserves the right to inspect arrange inspection of ticket issued to the passenger in course of travel and shall penalize the defaulter (ticketless passenger or conductor or both) as per the penalty charges decided by the RMC time to time

25. OWNERSHIP AND PROTECTION OF PROPERTY AND DATA

1. RMC shall retain the title and ownership of any site allotted by RMC to Service Provider for purposes of carrying out Service Provider's obligations in relation to the Bus System. Such title and ownership of RMC in any such site shall not pass to Service Provider. However, RMC may enter an agreement to lease the premises to the Service Provider at a nominal rate.
2. RMC shall own any and all data created out of the Bus System at all times, during and after the expiry / termination of the Service Provider Agreement. Service Provider shall not have any claim on and for such data and shall not for any reason withhold such data from RMC.
3. Service Provider shall exercise all due caution to protect and maintain the data created out of this Bus System, including identification and financial data collected from Members. Service Provider shall not share, sell, or in any manner use the data created by Service Provider out of this Bus System otherwise than in accordance with the terms of the Service Provider Agreement.
4. After the expiry or termination of the Service Provider Agreement, Service Provider shall have no right, title, or interest in or to any work including without limitation the designs, software modifications

or facilities developed by RMC under the Bus System for any purpose whatsoever. The Service Provider shall hand over all identification and financial data about Members to RMC. The Service Provider's copy (copies) of Member data shall be destroyed.

26. ARBITRATION

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of one arbitrator to be appointed by both the parties through mutual consent. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Ranchi. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The costs of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however the parties can claim costs as part of the relief sought from the arbitration tribunal. Only the courts in Ranchi shall have jurisdiction to try all disputes and matters arising out of an under this Agreement.

27. Jurisdiction

Subject to section 24 only the courts in Ranchi shall have jurisdiction to try disputes and matters arising out of an under this agreement after reference to arbitration.

28. Date & Place issuing of from

Tender document can be purchase from RMC office on paying Rs. 20,000/- (non refundable)

29. Date & Place of submission of form

Duly filled tender form in an envelope having two separate envelopes clearly marked "Technical proposal" & "Financial Proposal" to be submitted at the office of Ranchi Municipal Corporation, Ranchi with the EMD shall be opened on to be decided Financial proposal will be opened same for day technically qualified bidders.

30. Evaluation of Bid

Average of Gross Revenue will be calculated on the basis of rate quoted in percentage for old Bus + New Bus.

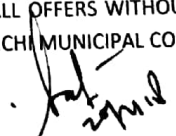
$$\text{Formula} = \frac{\text{Rate quoted/Bus} \times \text{no of old Bus} + \text{Rate quoted/Bus} \times \text{no of New Bus}}{\text{Total no of buses (old +new)}} = \text{Average quoted rate}$$

31. Tendere has to go through all the ANNEXURES which are the integral part of this tender.

1. Annexure I STANDARD OF SERVICE FOR BUS OPERATIONS.
2. Annexure II PENALTIES AGAINST DEFICIENCY/SERVICE NEGLECT/VOLITION

Note - Highest rate quoted will be awarded the contract.

THE RANCHI MUNICIPAL CORPORATION, RANCHI RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS WITHOUT ASSIGNING ANY REASON. ACCEPTANCE OF THE HIGHEST BID OFFER IS NOT BINDING ON PART OF THE RANCHI MUNICIPAL CORPORATION.


Municipal Commissioner
Ranchi Municipal Corporation, Ranchi

TECHNICAL BID FORMAT

Covering Letter

To,

The Municipal Commissioner

Ranchi Municipal Corporation

Ranchi Jharkhand

Subject: Technical Bid for the Operations of Public Transport Service (Ranchi Public Transport Service, RPTS) at Ranchi.

Dear Sir,

With reference to your Tender No.....dated.....I/we, having examined and thoroughly understood its contents, obligations and requirements, hereby submit my/our bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that Ranchi Municipal Corporation (RMC) will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided herein are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of the qualifying as a Successful Bidder for the aforesaid Project.
3. I/we shall make available to RMC any additional information it may find necessary or require to supplement or authenticate the submission.
4. I/we certify that in the last 3(three) years, I/we/any of the members have neither failed to perform on any contract as evidence by imposition of a penalty by an arbitral or 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.
5. I/We declare(s) that I/We have examined and have no reservations to the Tender Document including any Addendum issued by RMC.
6. 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, without incurring any liability to the bidders.
7. I/We believe that I/we/our group satisfy(ies) and meet(s) all the requirements as specified in the Tender Document and are/is qualified to submit a Bid.
8. I/We declare that I/we/any member, am/are not a member of a/any other
9. Group Submitting bid against this tender.
10. I/we or any Member has not been convicted by a court of law
11. I/we undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we/am/are attracted by the provisions of disqualification in terms of the provisions of this Tender Document, I/we shall intimate RMC of the same immediately.
12. I/We agree and undertake to abide by all terms and conditions of the Tender Document.
13. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.
14. As per provision of Clauses of the Tender Document, I/We enclose herewith the following documents.

(List of documents)

- 1.
- 2.
- 3.

Place:

(Signature of the authorized signatory)

Name and seal of Bidder

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line.A handwritten signature in black ink, consisting of the word 'Bauer' written in a cursive style.

FORMAT FOR BIDDER INFORMATION

Details Required	
Name of the Firm/Agency (Lead Member in case of Consortium):	
Organization (Lead Member in case of Consortium) Type (Individual/ Partnership/ Pvt. Limited/ Public Limited)	
Name of the Consortium Member:	
Address of Registered Office of Lead Firm/Agency:	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover* in last three years (Rs in Lakhs) FY 2014-15: FY 2015-16: FY 2016-17: Average Annual Turnover for above three Financial Years:	
*Audited Statements to be enclosed	
Net worth of Agency :	
Current Contract Commitments: (Rs in Lakhs)	
Experience: ◆ Number of years: ◆ Total assignments: ◆ Assignments completed in last 3 years: ◆ Similar Assignments in last 3 years:	
Any Award or Felicitation received by your Agency:	
PAN No.	
GST No.	

Details Required	
Attach Organization Structure	
Any Other Relevant Details:	

DETAILS OF BUS OWNERSHIP

Sl No.	Bus Registration No.	Make / Model	Year	Present Fitness Status	Owner Book Copy

DETAILS OF ROAD PERMIT

Sl No.	Name of Route	Number of Permit	Validity	Permit Copy

BIDDER FINANCIAL CAPABILITIES

Sl No.	Financial Information	Financial Year 2014 – 15	Financial Year 2015 – 16	Financial Year 2016 – 17
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Loan / Borrowings			
6	Profit Before Tax			
7	Profit After Tax			
8	Net worth			
9	Liquid Assets			
10	Solvency Certificate from Banker			

[Signature]

[Signature]

To,

The Municipal Commissioner
Ranchi Municipal Corporation
Ranchi Jharkhand

Subject: Financial Bid for the Operations of Public Transport Service (Ranchi Public Transport Service, RPTS) at Ranchi.

Dear Sir,

With reference to your Tender No.....dated.....I/we, having examined and thoroughly understood its contents, obligations and requirements, hereby submit my/our Financial bid as detailed in the table below for the aforesaid project. The Bid is unconditional and unqualified and as per the terms and conditions of the RFP document

Sl No.	Item Head	Percentage of Revenue share per Bus per day
1	Basic premium	
2	Old Bus, Capacity (24+1) Seats and (29+1) Seats	
3	New Bus, Capacity (29+1) Seats	

Place:

(Signature of the authorized signatory)

Name and seal of Bidder



ANNEXURE-1 STANDARD OF SERVICE FOR BUS OPERATIONS

The minimum service quality levels (average per month per Bus Service quality parameter wise) in respect of various quality parameters, shall be maintained as under:-

Sl No.	Parameters	Measurement	Acceptable Limit
1	Fleet Utilization	No. of Buses operated * 100 / No. of Buses Scheduled	90
2	Bus Utilization	Km operated by all buses / Total no. of buses held	200
3	Trip Efficiency	No. of Trips operated *100/No. of Trips Scheduled	95
4	Reliability of Buses	Total no of Break downs*10,000/ Total Kms operated	Less than 5
5	Punctuality (Adherence to the Time schedule)	No .of Trip on Time at Start *100/Total no. of trips operated	Within 5 minutes of schedule in any location
6	Cleanliness of Buses	No. of buses observed/ reported dirty*1000/Total no. of Trips operated	NIL
7	User Satisfaction	No. of Complaints*1000/No. of Trips operated	Less than two
8	Non stoppage at designated point	No. of stops where the bus stopped*100/Total no. of stops in the route	100%
9	Non completion of entire trip	Total Kms operated per trip*100/Total route length	95%

[Signature]

[Signature]

ANNEXURE-2 PENALITES AGAINST DEFICIENCY/ SERVICE NEGLECT/ VIOLATION

Sl No	Details	Fine (Rs.)
Vehicle related breaches – Applied per bus per day		
	Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights at the time of bus operations	500
	Dirty vehicle, inside or outside, at the time of start of first shift in the morning	500
	Broken/damaged windows, fixed glass, front windshield or rear windshield	500
	Fire extinguisher missing or beyond expiry date	500
	Malfunctioning passenger door	500
	Broken/loose/missing passenger seat	500
	Loose handrails, roof grab rails and/or with Sharp edges	500
	Visible dents on the bus exterior	1000
	Malfunctioning/broken light in the passenger compartment	1000
	Placing any decorative article/religious figure or symbol inside or outside the bus	1000
	Placing any poster/advertisement stickers or similar items inside or outside the bus which may or may not generate any revenue for the Service Provider unless authorized by RMC	1000
	Modification of the design or paintwork of the exterior or interior of the bus without the authorization of RMC	1000
	Missing bus body panels on the exterior/interior of the bus	5000
	Damage to the vehicle location unit or fare collection and validation equipment installed by RMC or its agents on the bus	5000
Bus operations: Applied per breach		
	Delay of more than 20 min beyond the end of shift.	500
	Arriving for a shift more than 10 min late than as given in Operating Plan for a given route for a given bus	500
	Driver not responding to more than 3 consecutive directions sent by RMC Control Centre	500
	Stopping at Bus Stop for longer than authorized by RMC	500
	Letting passengers access bus at locations other than Bus Station and Terminals or as designated by RMC	500
	Not stopping at Station designated as per Operating Plan unless authorized by RMC	1000
	Stopping at Station not designated as per Operating Plan unless authorized by RMC	1000
	Changing bus route without authorization of RMC	1000
	Operating bus with defective/broken headlights, rear lights, brake lights, turning indicators, parking lights	1000

85 *Green*

Sl No	Details	Fine (Rs.)
	Use of unauthorized electronic equipment such as radios or music players	1000
	Use of mobile phone by Driver while driving	1000
	Driver not wearing clean uniform as designed by RMC	1000
	Misbehavior by driver with RMC officials	1000
	Drive above speed limit set by RMC	1000
	Incorrect docking of Bus at a Bus Terminal platform more than 5 times in a day	1000
	Bus breakdown while in Service	5000
	Cause accident due to irresponsible driving	5000
	Driver in drunken state	5000
	Causing minor damage to Bus Station, Bus Terminal or other infrastructure	5000
	Abandoning Bus during operating hours	5000
	Unauthorized driver driving bus	5000
	Not issuing ticket to passengers	5000
	Overcharging from passengers	5000
	GPS Tempering/GPS not working	1000

- During the term, the Service Provider shall operate the Bus Service as per the requirements and schedule provided. In case of non-availability of fleet, no penalty will be imposed on the Service Provider for fleet utilization up to 95 %. After that the following penalties will be payable by Service Provider.
- Rs. 500/- (Rupees Five hundred) only per Bus per shift for first day of non-availability of Bus. The above penalty shall increase @ 1% from each day of default from the next day on compounding basis.

[Signature]