PUBLIC PRIVATE PARTNERSHIP (PPP) REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF BUS OPERATOR FOR PROCUREMENT, OPERATION AND MAINTENANCE OF FULLY BUILT 30 AC AND 70 NON-AC BS-VI DIESEL MIDI BUSES FOR OPERATING IN JAIPUR CITY

JAIPUR CITY TRANSPORT SERVICES LIMITED

Regd. Off. 2nd Floor Old Working Women Hostel, Near Police Head Quarter, Lal Kothi Tonk Road, Jaipur
Office ph. 0141 – 2744562 Pin Code – 302015
e-mail - jctsl.bus@gmail.com, website: transport.rajasthan.gov.in/jctsl
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<th>Page No.</th>
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Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders / Bidder(s), whether verbally or in documentary or any other form, by or on behalf of JCTS (the Authority) or any of its employees or advisors, is provided to Bidders 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 not an offer 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 Proposals pursuant to this RFP (the “Proposal”). 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 investment objectives, 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, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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 qualification of Bidders for participation in the Bidding Process.

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

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 qualify the Proposals for opening of Financial Bids or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.
The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will be borne by 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 a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.
RFP for selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS-VI Diesel Midi Buses for Operating in Jaipur City

**Critical Dates**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>1.</td>
<td>Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal, e-procurement Portal and JCTSL Portal</td>
<td>20-03-2020</td>
</tr>
<tr>
<td>2.</td>
<td>Date from which Bidding Document can be downloaded from State Public Procurement Portal and e-procurement Portal and JCTSL Portal</td>
<td>20-03-2020</td>
</tr>
<tr>
<td>3.</td>
<td>Date upto which queries for clarifications on Bidding Document can be sent to JCTSL</td>
<td>31-03-2020</td>
</tr>
<tr>
<td>4.</td>
<td>Date of Pre-bid conference</td>
<td>01-04-2020 at 2.30 PM</td>
</tr>
<tr>
<td>5.</td>
<td>Date from which bids can be uploaded on e-Procurement Portal</td>
<td>From 06.00 PM of 03-04-2020</td>
</tr>
<tr>
<td>6.</td>
<td>Last time and date upto which Bids can be submitted electronically on e-procurement Portal to JCTSL</td>
<td>Upto 06.00 PM of 15-04-2020</td>
</tr>
<tr>
<td>7.</td>
<td>Time span and date of physical submission of instruments of Bid Security, Processing Fee and Price of Bidding Document in the office of JCTSL</td>
<td>Between 10.00 AM to 01 PM of 16-04-2020</td>
</tr>
<tr>
<td>8.</td>
<td>Time and date of opening of Technical Bids</td>
<td>03.00 PM of 16-04-2020</td>
</tr>
<tr>
<td>9.</td>
<td>Time and date of opening of Financial Bids</td>
<td>To be notified</td>
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Directions for e-Procurement

1) The Bidder or his authorised signatory shall submit his Proposal for RFP / Technical and Financial / Price Bids / Proposals only in electronic format through on-line submission on e-Procurement Portal, http://eproc.rajasthan.gov.in However, the Banker’s Cheque/ Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker’s Cheque/ Demand Draft/ Bank Guarantee for Bid Security should be submitted physically also at the office of the procuring entity of JCTSL who invited the bids within the time specified in the Notice Inviting Bids/ Bidding Document but scanned copies of the same must be uploaded along with the Technical Bid in its cover or a separate cover on e-Procurement Portal.

2) In case, a Bidder fails to physically submit the Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL and Banker’s Cheque/ Demand Draft/ Bank Guarantee for Bid Security within the specified time as stated in para 1 above, its Bid shall not be accepted.

3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II or III) as per Information Technology Act, 2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on the e-Procurement Portal (Bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) JCTSL shall not be responsible for any delay in online submission of Bid/ Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc. Therefore, the Bidders are advised to upload their complete Bids well in advance.

5) Bidders are also advised to refer "Bidders Manual Kit" available on e-Procurement Portal for further details about the e-procurement process.

6) Training for the bidders on the usage of e-procurement system (e-Procurement) is also being arranged by Department of Information Technology & Communication, Government of Rajasthan on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No of e-Procurement Cell: 0141-4022688 (Help desk 10 am to 6 pm on all working days), e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
NOTICE INVITING BIDS

NIB No. 09/2019-20 Date 20-03-2020

1. Single stage Two Parts e-Bids (Technical & Financial) are invited from OEMs or Operators or JVs/Consortiums for Selection of Bus Operator for Procurement, Operations and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City. It will be on Gross Cost Contract (GCC) basis.

2. This invitation is under Smart City Project.

3. The OEM shall be an Indian manufacturer of Diesel Buses having manufacturing facility in India.

4. The estimated cost of project of Rs. 40 Crore (INR Forty Crore).

5. A Pre-bid Conference will be held in the office of JCTSL at 02.30 PM on 01-04-2020.

6. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.


8. Techno-commercial (Technical) and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate covers, and a third cover (or in the cover of Technical Bid) containing scanned copies of documents of payment of price Rs.25000/- (INR Twenty Five Thousand) of Bidding Document, electronic bid processing fee of Rs.1000/- (both being non-refundable) and Bid Security of Rs. 80,00,000 (INR Rupees Eighty Lacs) must be submitted electronically to the JCTSL on the e-procurement portal http://eproc.rajasthan.gov.in by using your ID, password and digital signature certificate, latest upto 06.00 PM of 15-04-2020.

9. The instruments of payment of price of the Bidding Document and the amount of Bid Security must be in the form of two separate bank demand drafts/ banker’s cheque of a Scheduled Bank in India drawn in the name of Managing Director, JCTSL, payable at Jaipur (Bid Security may also be deposited in the form of bank guarantee issued by a Scheduled Bank in India in the specified format on non judicial stamp paper of appropriate value purchased in the name of concerned bank). The electronic bid processing fee of Rs.1000/- must be paid by another bank demand draft/ banker’s cheque of a Scheduled Bank in India drawn in the name of Managing Director, RISL payable at Jaipur. All these three original instruments of payment must be submitted...
physically also in a sealed cover by the Bidder to the office of the JCTSL between 10 A.M. to 01 P.M. on the date of opening of the Bids.

10. The procedure for submission of bids including payment of price of Bidding Document, RISL processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and in Section-II: Instructions to Bidders of the Bidding Document.

11. Bids received after the specified time and date shall not be accepted.

12. The Technical Bids shall be opened at 03.00 PM on 16-04-2020 in the office of JCTSL in presence of the Bidders or their representatives who wish to be present.

13. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.

14. The Bidders shall have to submit a valid 'GST' registration certificate issued by the concerned authority and the 'PAN' issued by Income Tax Department.

Managing Director,
Jaipur City Transport Services Limited (JCTSL),
Jaipur
NOTICE INVITING BIDS

NIB No. 09/2019-20 Date 20-03-2020

UBN No. JCT1920SLOB00014

1. Single stage Two Parts e-Bids (Technical & Financial) are invited upto 06.00 PM of 15-04-2020 from OEMs or Operators or JV/Consortiums for Selection of Bus Operator for Procurement, Operations and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City. It will be on Gross Cost Contract (GCC) basis.

2. This invitation is under Smart City Project.

3. The OEM shall be an Indian manufacturer of Diesel Buses having manufacturing facility in India.

4. The estimated cost of project of Rs. 40.00 Crore (INR One Forty Crore).

5. The Technical Bids shall be opened at 03.00 PM on 16-04-2020 in the office of JCTSL in presence of the Bidders or their representatives who wish to be present.


Managing Director,
Jaipur City Transport Services Limited (JCTSL),
Jaipur
SECTION – I

Brief Description of the Project, Qualification Criteria and Bidding Process
Brief Description of the Project, Qualification Criteria and Bidding Process

1. About JCTSL:

1.1 The Jaipur City Transport Services Limited (JCTSL) (the “Authority”) is a Government Company registered under the Indian Companies Act, 1956. It works under Local Self Government Department of Government of Rajasthan and is engaged in providing intracity transport service in the City of Jaipur and nearby sub-urban areas of Jaipur District (Rajasthan). Presently JCTSL is operating about 300 diesel buses. 100 electric buses are also expected to ply in near future.

2. The Project:

2.1 In view of minimising pollution and noise in operation of buses, on Public-Private Partnership basis (the “PPP”), JCTSL has decided to introduce 100 Midi Fully Built 30 AC and 70 Non-AC BS VI Diesel Buses on Procurement, Operations and Maintenance for Operating in Jaipur City. It will be on Gross Cost Contract (GCC) basis (the “Project”). The Concessionaire shall bear all expenses like purchase cost of buses, cost of operation, management of fleet, maintenance of vehicles etc. Drivers and Conductors on the buses will be deputed by the authority who will collect the bus fares from the passengers. The salary etc. of the drivers and conductors will be borne by the JCTSL.

2.2 The Concessionaire shall have to abide by all the applicable labour laws like Minimum Wages Act, 1948, Payment of Wages Act, Workmen Compensation Act etc. The Concessionaire shall pay EPF and ESI contribution to respective authorities every month and proof of payment shall be submitted monthly to JCTSL alongwith claim for Payment of Fee.

2.3 The project shall be under Smart City Project under which demand incentive on procurement of buses will be provided.

2.4 The Estimated cost of the project is Rs.40 crores for eight years period and the project is to be operated as wet lease on Gross Cost Contract (GCC) and the Bidder shall be required to quote GCC per kilometer rate in Indian Rupees in his financial bid for minimum assured run of 76650 kilometer per year for a contract period of 08 years (total assured run 6132 lakh kilometer for the contract period).

2.5 The minimum assured run of 210 KM per day for a bus will be calculated annually but payment for actual run will be done monthly. However, if a bus runs more than 210 kilometer on a particular day, the calculation of payment of per kilometer fee will be reduced to 75 percent of the accepted rate.

2.6 JCTSL has got sufficient space/location for parking in its existing depots for the new 100 BS-VI diesel Midi buses to be supplied and operated.

2.7 The project will be operated on operating cost model basis (OPEX Model).

2.8 The main objective of extending demand incentive for BS-VI diesel Midi buses is to reduce the upfront capital cost of the buses. As such, the incentive amount will be released by Jaipur Smart City Ltd. to the selected bidder on the strength of Bank Guarantee of equivalent amount. The amount of this Bank Guarantee will be allowed to be reduced successively by 25 percent after every 2 years.

2.9 The entire subsidy amount shall be released by JCTSL in following installments:
The demand incentive will be 45% of the actual purchase cost of a BS VI diesel Midi bus subject to maximum Rs.25.00 lakh per bus.

2.10 **Performance Monitoring Mechanism:** Each bus will have to be provided with GPS. JCTSL will develop an online platform for monitoring the performance of the buses deployed under this scheme. The online platform developed by JCTSL will monitor relevant parameters, including but not limited to, daily running kilometer, fuel saved in liters per day, CO₂ reduction per day.

3 **Timeline for Selected Bidder**

The selected bidder shall have to abide by following timeline for procurement

<table>
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<tr>
<th>S. No</th>
<th>Activity</th>
<th>Time Line in days</th>
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<tbody>
<tr>
<td>1</td>
<td>Signing of Bus Operator Agreement</td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>Prototype delivery and Inspection</td>
<td>X+30</td>
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<tr>
<td>4</td>
<td>Delivery of 50% of the Total Buses</td>
<td>X+90</td>
</tr>
<tr>
<td>5</td>
<td>Initiation of 50% of Bus Operation</td>
<td>X+100</td>
</tr>
<tr>
<td>6</td>
<td>Delivery of 100% of the Total Buses</td>
<td>X+160</td>
</tr>
<tr>
<td>7</td>
<td>Initiation of 100% of Bus Operation</td>
<td>X+180</td>
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</tbody>
</table>

If the Bus operator delays the delivery of the prototype or the buses over the above mentioned timeline then JCTSL may levy Liquidated Damages upto 1 percent of the amount Performance Security for each for each week (a period of 7 days) of delay in delivery of each bus. However, maximum penalty would be 10% of total cost of the buses.

**Note:** If all the buses are not delivered and operated as per the above schedule, JCTSL will be free in taking decision on procurement and operation of remaining buses at the risk and cost of the selected bidder.

4 The bidders are invited to examine the project site in greater detail and to carry out, at their own cost, such studies as may be required for submitting their respective bids.

5 The JCTSL may appoint a third party for inspection and appraisal of performance and quality of the work done by the Concessionaire under the conditions of the contract.

6 The Concessionaire shall have to abide by the provisions of labour laws like; hours of duty in taking work from Drivers and other staff employed on the project.
Any liability arising out of any accident or damages shall be entirely of the Concessionaire and JCTSL shall not be liable in any case.

The buses shall have to be operated as per the route chart and the time schedule given by JCTSL.

**Eligibility and Qualification Criteria for the Bidders**

9.1 The Original Equipment Manufacturer (OEM) shall be an Indian Manufacturer of the BS VI diesel buses having a manufacturing facility in India.

9.2 OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of the Midi Buses to be procured for the project from the designated testing center in India i.e. CMVR type approval.

**Bidding Process and Selection of Successful Bidder:**

10.1 The JCTSL is inviting single stage two parts bidding process from OEMs or Operators or JVs (not more than 3 members). The OEM shall be Indian manufacturers of BS-VI diesel midi buses having manufacturing facility in India. The bidding shall be through open competitive bidding process for awarding the Project to the lowest responsive bidder in accordance with the procedure set out herein.

10.2 The cost of bidding document shall be Rs.25000/- (Rupees Twenty Five Thousand), the bid security shall be Rs.80 Lakh- (Rupees Eighty Lakh) and the amount of bid processing fee Rs.1000/- (Rupees One Thousand).

10.3 In the first part, which will be techno commercial bid, the Bidder shall submit documents regarding his eligibility and qualifications for the project and technical specifications of the BS VI diesel midi bus. The Bidders who fulfill the qualification criteria will be entitled to opening of the second part of their bid in the form of financial bid.

10.4 In the financial bid, the bidder shall quote the Gross Cost Contract rate for running of diesel midi buses in Rupees Per Kilometer for the minimum assured run of 76650 kilometer per year and for a contract period of 08 years (total contract period kilometer run 6.132 lakh). GST, if applicable, will be paid extra by JCTSL to the Concessionaire.

10.5 While bidding, the operator will take into account all expenses like purchase cost of buses, cost of operation, management of fleet, maintenance of vehicles etc. required to run the buses for the contract period and quote certain amount as Rupees Per Kilometer rate as Gross Cost Contract (GCC) Rate.

10.6 The successful bidder will be one who quotes minimum per kilometer GCC rate. If two or more bidders quote the same per kilometer rates in their financial bids, then negotiations will be conducted with each of them separately and the bidder quoting the minimum negotiated rate will be the successful bidder. Even after negotiations two or more bidders quote same per kilometer rate then selection of successful bidder will be done by draw of lots.

10.7 While quoting the rates in financial bid, the Bidders should take into consideration the amount of demand incentive to be given by JCTSL under Smart City Project.

10.8 The successful Bidder selected for the Project shall have to execute an Agreement in given format (draft included in this RFP in Section VI) within 30 days of the issue of the Letter of Acceptance and deposit Performance Security of the 05 percent amount of the estimated value
of the Project, that is to say, Rs.2.00 Crore within the same period. The Performance Security shall be refunded after 120 days of close of the Project and on completion of all obligations by the Concessionaire under the Contract.

The selected bidder will be required to sign a tripartite agreement as per advisory no.15(2(v) issued by Ministry of Urban Development, GOI, New Delhi.

Any queries or request for additional information concerning the RFP shall be submitted in writing by speed post/courier or e-mail so as to reach the Nodal Officer of the project on following address:

Chief Financial Officer, JCTSL, 2nd Floor, Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur 302015. Office Ph. 0141-2744562. Email – jctsl.bus@gmail.com.
SECTION-II

INSTRUCTIONS TO BIDDERS
INSTRUCTIONS TO BIDDER

Important Instruction:- *The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force with effect from 26 January, 2013 which are available on the website of State Public Procurement Portal http://sppp.rajasthan.gov.in Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.*

<table>
<thead>
<tr>
<th>1. General</th>
<th>1.1 Scope of Bid</th>
<th>1.1.1</th>
<th>In support of the Invitation of bid for selection of Bus Operator for Procurement, Operations and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership Basis. The Jaipur City Transport Services Limited (JCTSL), the Procuring Entity, issues this RFP.</th>
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<tr>
<td>1.1.2 Throughout this Bidding Document:</td>
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<tr>
<td>i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt;</td>
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<td>ii. if the context so requires, singular means plural and vice versa; and</td>
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<td>iii. “Day” means a calendar day.</td>
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<td>1.2 Code of Integrity</td>
<td>1.2.1</td>
<td>Any person participating in the procurement process shall—</td>
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<tr>
<td>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;</td>
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<td>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</td>
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<td>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;</td>
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<td>(d) not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</td>
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| (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or
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<th>1.3</th>
<th>Conflict of Interest</th>
<th>1.3.1</th>
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<td></td>
<td>A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</td>
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<tr>
<td>i.</td>
<td>Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</td>
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<td></td>
<td>a. has controlling partners/shareholders in common; or</td>
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<td></td>
<td>b. receives or have received any direct or indirect subsidy from any of them; or</td>
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<td>c. has the same legal representative for purposes of this Bid; or</td>
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<td>d. has a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or</td>
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<td>e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same sub contractor, not otherwise participating as a Bidder, in more than one Bid; or</td>
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<td>f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or</td>
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<td>g. the Bidder or any of its affiliates has been hired (or is proposed to be hired) by JCTSL as engineer-in-charge/</td>
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</table>

indirectly, to any party or to its property to influence the procurement process;  
(f) not obstruct any investigation or audit of a procurement process;  
(g) disclose conflict of interest, if any; and  
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
consultant for the contract.

1.3.2 ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its bid in the format specified in Section IV- Bidding Forms.

**Breach of Code of Integrity by the Bidder:**

1.3.3 Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by the Bidder or prospective Bidder, as the case may be, the JCTSL may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46 of the Act.

**1.4 Eligible Bidders**

1.4.1 The Bidder may be a natural person, private Entity, government-owned Entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] / Consortium.

In the case of a Joint Venture / Consortium:

(a) all parties to the Joint Venture / Consortium shall sign the Bid and they shall be jointly and severally liable; and

(b) a Joint Venture / Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture / Consortium during the Bidding process. In the event the Bid of Joint Venture/ Consortium is accepted they shall form a registered Joint Venture/ Consortium as a limited liability company under Companies Act 2013. The company shall sign the Agreement.

1.4.2 The nationality of the Bidder and all parties constituting the Bidder shall be of India. Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.

1.4.3 The Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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</table>
| 1.4.4   | The Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by -  
(a) any Procuring Entity, if debarred by the State Government; and  
(b) entire JCTSL if debarred by any Procuring Entity of JCTSL.  
The Bidder must disclose if he had any previous transgression with any entity in India or any other country during the last three years or was debarred by any other procuring entity. |
| 1.4.5   | The OEM must be manufacturer of BS VI diesel buses and shall furnish necessary proof for the same. |
| 1.4.6   | i. Any change in the constitution of the Bidder shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.  
ii. The status of the lead partner/ representative of the Joint Venture/ Consortium, as a major stake holder shall not change without the consent of the JCTSL. New major stake holder must agree to abide by all terms and conditions of the Contract. |
| 1.4.7   | The Bidders shall provide such evidence of their continued eligibility satisfactory to the JCTSL, should the JCTSL request. |
| 1.4.8   | In case a prequalification or empanelment process has been conducted prior to the Bidding process, this Bidding will be open only to the pre-qualified and empanelled Bidders. |
| 1.4.9   | Each Bidder shall submit only one Bid. |
| 1.4.10  | The Bidder in the RFP shall be required to obtain Goods and Services Tax (GST) number and PAN from Income Tax Department. |
| 1.5     | Eligible Procurerment, Operation and Maintenance of BS VI diesel buses on  
<p>| 1.5.1   | All Buses and Related Services to be procured under the Contract shall have India as their country of origin. |</p>
<table>
<thead>
<tr>
<th>BOOT Basis</th>
<th>1.5.2</th>
<th>For purposes of this Clause, the term “Buses” includes machinery, equipment; and “Related Services” includes services such as insurance, installation, transportation, testing, commissioning, training, and mandated maintenance, as applicable.</th>
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<tr>
<td>1.5.3</td>
<td>The term “country of origin” means the country where the Buses have been manufactured.</td>
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</table>

2. **Contents of Bidding Document**

2.1 **Sections of the Bidding Document**

| 2.1.1 | The RFP, which includes all the Sections indicated below, and should be read in conjunction with any Addendum/Corrigendum issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document]. |

**Part 1: Bidding Procedures**

Section I - Brief Description of the Project, Qualification Criteria and Bidding Process

Section II. Instructions to Bidders (ITB)

Section III. Evaluation and Qualification Criteria

Section IV. Bidding Forms

**Part 2: Supply Requirements**

Section V. JCTSL’s Requirements and Specifications

**Part 3: Contract**

Section VI Concession Agreement for Public Private Partnership in Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur city including conditions of contract.

The Notice Inviting Bids issued by the JCTSL and shall also be a part of the Bidding Document.

<p>| 2.1.2 | The sale of RFP Document shall be commenced from the date of publication of Notice Inviting Bids on SPPP and e-Procurement Portal and shall be stopped one day prior to the date of opening of Bids. The complete Bidding Document shall be placed on the websites of State Public Procurement, <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> and e-procurement portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and <a href="http://transport.rajasthan.gov.in/jctsl">http://transport.rajasthan.gov.in/jctsl</a>. The Bidders may download the Bidding Document from these portals. The non-refundable price of the Bidding Document may be paid along with the Bid Security, as indicated in ITB para 2.1.5. |</p>
<table>
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<tbody>
<tr>
<td>2.1.3</td>
<td>Bidding Document purchased by Principal of any concern may be used by its authorized agents or vice versa.</td>
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<tr>
<td>2.1.4</td>
<td>The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-Procurement Portal.</td>
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<tr>
<td>2.1.5</td>
<td>The instruments of payment of price of the RFP Document of Rs. 25000/- and the amount of bid security of Rs. 80 Lakh must be in the form of two separate bank demand draft/banker’s cheque of a Scheduled Bank in India drawn in the name of the JCTSL payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified format). These two original instruments of payment and another bank demand draft/banker’s cheque of Rs. 1000/- must be in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee must be submitted in a sealed cover in the office of the JCTSL between 10.00 AM to 01:00 PM on the date for opening of Bids.</td>
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<tr>
<td>2.1.6</td>
<td>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.</td>
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<tr>
<td>2.2</td>
<td>Clarification of Bidding Document and Pre-Bid Conference</td>
<td></td>
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<tr>
<td>2.2.1</td>
<td>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the technical specifications, drawings etc., it shall, before submitting the Bid, refer the same to the JCTSL and get clarifications. The Bidder requiring any clarification of the Bidding Document shall contact the JCTSL in writing or e-mail in format given in the Section-IV - Bidding Forms. The JCTSL will respond in writing to any request for clarification which is received within 07 days from the date of issue of RFP. The clarification will be placed on the websites of State Public Procurement Portal, e-Procurement Portal and JCTSL website. Should the JCTSL deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment</td>
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<tr>
<td>2.2.2</td>
<td>The Bidder or his authorized representative is invited to attend the Pre-Bid Conference to be held at 2.30 PM on 01-04-2020. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.</td>
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<tr>
<td>2.2.3</td>
<td>The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than two days before the Pre-Bid Conference. The queries may also be sent by e-mail to the JCTSL from his official e-mail ID in format given in the Section IV- Bidding Forms. The query must be in word format.</td>
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<tr>
<td>2.2.4</td>
<td>Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal and e-Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the JCTSL exclusively through the issue of an addendum/ corrigendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.</td>
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<td>2.2.5</td>
<td>Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of the Bidder.</td>
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<td>2.3</td>
<td>Amendment of Bidding Document</td>
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<tr>
<td>2.3.1</td>
<td>Any corrigendum/ addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal and e-Procurement Portal for prospective Bidders to download.</td>
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<tr>
<td>2.3.2</td>
<td>At any time prior to the deadline for submission of the Bids, the JCTSL, suo motto, may also amend the Bidding Document, if required, by issuing a corrigendum/ addendum which will form part of the Bidding Document.</td>
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<td>2.3.3</td>
<td>To give prospective Bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids, the JCTSL may, at its discretion, extend the deadline for submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], by uploading it on the website of State Public Procurement Portal and e-Procurement Portal.</td>
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<tr>
<td>3. Preparation of Bids</td>
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</tr>
<tr>
<td>3.1 Cost of Bidding</td>
<td>3.1.1</td>
<td>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the JCTSL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</td>
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<tr>
<td></td>
<td>3.1.2</td>
<td>The Bidder shall furnish the attested copies of following documents with its Bid:-</td>
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<tr>
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<td>i. GST registration certificate from the concerned Officer and Permanent Account Number (PAN) issued by Income-Tax Department and Adhar Numbers (for Indian company) of all partners linked with PAN.</td>
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<td></td>
<td>iii. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority, power of attorney in favour of the person signing the Bid.</td>
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<td>v. In case of Joint Venture / Consortium letter of formal intent to enter in to an agreement or an existing agreement in the form of a Joint Venture / Consortium.</td>
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<td></td>
<td>vi. Addresses and contact details and name of contact persons including mobile number, telephone number, e-mail addresses of office and factory premises of the Bidder.</td>
</tr>
<tr>
<td>3.2 Language of Bid</td>
<td>3.2.1</td>
<td>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the JCTSL, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in English language, in which case, for purposes of interpretation of the Bid, such translation</td>
</tr>
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</table>
shall govern.

3.3 Documents Comprising the Bid

3.3.1 The Bid shall comprise of two covers, one containing the Technical Bid and the second containing the Financial Bid, and the third cover or in the cover containing the technical bid shall contain scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in these ITB, shall be enclosed.

All documents enclosed in the above covers must be converted into pdf format and digitally signed by the Bidder or its authorized signatory.

3.3.2 The Technical Bid shall contain the following:

i. Technical Bid submission sheet and the filled up Technical Bidding Forms and Declarations related to RFP and Code of Integrity given in Section IV- Bidding Forms;

ii. proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.11;

iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.13;

iv. documentary evidence in accordance with ITB Clause 3.6 establishing the Bidder’s eligibility to bid;

v. documentary evidence in accordance with ITB Clauses 3.8, that the Buses and Related Services conform to the Bidding Document;

vi. documentary evidence in accordance with ITB Clause 3.9 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;

vii. Technical details and drawings/ designs in support of the buses to be supplied;

viii. The technical bid must not contain rates per kilometer. If it is done, the bid of the bidder shall be rejected.

ix. Others considered necessary otherwise to strengthen the Bid submitted.

3.4 Financial Bid Submission Sheet and Price Schedule

3.4.1 The Bidder shall submit the Financial Bid Submission Sheet and Financial Bid in Rupees Per Kilometer in xls format directly on the e-procurement portal as provided in Section-IV - Bidding Forms. These forms must be completed without any
| 3.5 | Currencies of Bid. | 3.5.1 | In the Financial Bid the unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). |
| 3.6 | Documents Establishing the Eligibility of the Applicant / Bidder | 3.6.1 | To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall:  
i. complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV- Bidding Forms;  
ii. if the Bidder is an existing or intended JV/ Consortium in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV/ Consortium; and  
iii. the existing or intended JV/ Consortium shall authorize an individual/ partner in one of the firm of the JV/ Consortium to act and commit all the partners of JV/ Consortium for the Bid. |
| 3.7 | Documents Establishing the Eligibility of the Buses and Related Services | 3.7.1 | To establish the eligibility of the Buses and Related Services, in accordance with ITB Clause 1.5 [Eligible Buses and Related Services], Bidders shall complete the country of origin declarations in the Forms included in Section IV- Bidding Forms. |
| 3.8 | Documents Establishing the Conformity of the Buses and Related Services to the Bidding Document | 3.8.1 | To establish the conformity of the Buses and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and its conformance to the given specifications in Section - V). |
| | | 3.8.2 | The documentary evidence may be in the form of literature, design/ drawings or data etc., and shall consist of a detailed description of the essential technical and performance characteristics of the Buses and Related Services, demonstrating substantial responsiveness of the Buses and Related Services to those requirements, and if applicable, a duly signed statement of deviations and exceptions. |
### 3.8.3 Standards
Standards for workmanship, process, material and maintenance and equipment, as well as references to catalogue numbers specified by the JCTSL are the minimum acceptable standards and are intended to be descriptive only and not restrictive. The Bidder may offer other standards of better quality, and/or catalogue numbers, provided that it demonstrates, to the JCTSL's satisfaction, that the substitutions ensure substantial equivalence or are superior.

### 3.9 Documents Establishing the Qualifications of the Bidder
3.9.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of Bid the documentary evidence indicated for each qualification criteria specified in Section III- Evaluation and Qualification Criteria.

### 3.10 Period of Validity of Bids
3.10.1 The Bid shall remain valid for 180 days after the bid submission deadline date as specified. A Bid valid for a shorter period shall be rejected by the JCTSL as non-responsive.

3.10.2 In exceptional circumstances after opening of the Applications for Qualifications but prior to the expiration of the Bid validity period, the JCTSL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 3.11 [Bid Security] it shall also be extended for a corresponding period. The Bidder may refuse the request without forfeiting its Bid Security. The Bidder accepting the request shall not be required or permitted to modify its Bid.

### 3.11 Bid Security
3.11.1 The Bidder shall furnish as part of its Bid, a Bid Security in original form.

3.11.2 Bid Security shall be Rupees 80 lakh.

3.11.3 The Bid Security may be given in the form of banker's cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India.

3.11.4 In lieu of Bid Security, a Bid Securing Declaration shall be taken from the:-
(i) Departments of the State Government or Central Government;
(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

| 3.11.5 | Scanned copy of the instrument of Bid Security shall necessarily be uploaded with the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected. |
| 3.11.6 | Bid Security of the Bidder lying with the JCTSL in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for the this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited. |
| 3.11.7 | The issuer of the Bid Security and the confirmers, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the JCTSL. |
| 3.11.8 | Prior to presenting a submission, the Bidder may request the JCTSL to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmers, if required. The JCTSL shall respond promptly to such a request. |
| 3.11.9 | The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmers does not preclude the JCTSL from rejecting the Bid Security on the ground that the issuer or the confirmers, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy. |

<p>| 3.12 | Refund of Bid Security |
| 3.12.1 | The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Agreement and submission of Performance Security by the successful Bidder pursuant to ITB Clause 6.5 [Performance Security]. |</p>
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<tr>
<th>Section</th>
<th>Description</th>
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<tr>
<td>3.12.2</td>
<td>In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the JCTSL on the amount of Bid Security.</td>
</tr>
<tr>
<td>3.12.3</td>
<td>The Bid Security of a Joint Venture / Consortium must be in the name of the Joint Venture / Consortium that submits the Bid. If the Joint Venture / Consortium has not been legally constituted at the time of Bidding, the Bid Security may be submitted in the name of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 3.6.1 [Documents Establishing the Eligibility of the Bidder] or any one partner.</td>
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<tr>
<td>3.13</td>
<td>Format and Signing of Bid</td>
</tr>
<tr>
<td>3.13.1</td>
<td>All pages of the Bid shall be digitally signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid.</td>
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<tr>
<td>4. Submission and Opening of Bids</td>
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<tr>
<td>4.1</td>
<td>Sealing and Marking of Bids</td>
</tr>
<tr>
<td>4.1.1</td>
<td>The Bidders shall submit their e-Bids to the JCTSL electronically only on the e-procurement portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.</td>
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<tr>
<td>4.1.2</td>
<td>The Bidder shall enclose the Bid, the proofs of payment of price of Bidding Document, processing fee and Bid Security and upload them in one cover or they may be placed in the cover for Technical Bid.</td>
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<tr>
<td>4.2</td>
<td>Deadline for Submission of Bids</td>
</tr>
<tr>
<td>4.2.1</td>
<td>Bid shall be submitted electronically only upto the time and date specified in the Notice Inviting Bid or an extension issued thereof.</td>
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<td>4.3</td>
<td>Withdrawal, Substitution and Modification of Bids</td>
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<tr>
<td>4.3.1</td>
<td>The Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. notice duly digitally signed by the Bidder or his authorised representative, and shall include a scanned copy of the authorisation. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the</td>
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respective written notice. All notices must be received by the JCTSL on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2 [Deadline for Submission of Bids].

4.3.2 No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.10 [Period of Validity of Bids] or any extension thereof.

4.4 Bid Opening

4.4.1 The electronic Technical Bid shall be opened by the Bids Opening Committee constituted by the JCTSL at the time, date and place specified in RFP in the presence of the Bidders or their authorised representatives, who choose to be present.

4.4.2 The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

4.4.3 The Bidders may choose to witness the electronic Bid opening procedure online.

4.4.4 The Financial Bid shall be opened at the later stage after evaluation of the technical bids.

4.4.5 The Bids Opening Committee shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative’s name and telephone number and corresponding Bidders’ names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids Opening Committee with date and time of opening of the Bids.

4.4.6 First, covers marked as “WITHDRAWAL” shall be opened, read out, and recorded and the covers containing the corresponding Technical Bid shall not be opened. No Technical Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.

Next, covers marked as “SUBSTITUTION TECHNICAL
BID shall be opened, read out and recorded. The covers containing the Substitution Technical Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bid shall be opened, read out, and recorded. No Technical Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Technical Bid opening.

Covers marked as "MODIFICATION TECHNICAL BID" shall be opened thereafter, read out and recorded with the corresponding Technical Bid. No Technical Bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bid. Only the Technical Bids, Original as well as Modification, are to be opened, read out, and recorded at the opening.

4.4.7 All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded-
   i. the name of the Bidder;
   ii. whether there is a modification or substitution;
   iii. whether proof of payment of Bid Security or Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed;
   iv. any other details as the Bids opening committee may consider appropriate.

After all the Technical Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Technical Bid by the members of the Bids Opening Committee.

4.4.8 Only Technical Bids which are read out and recorded at the bid opening shall be considered for evaluation. No Technical Bid shall be rejected at the time of opening except the Bids not accompanied with the proof of payment or instrument of the required price of Bidding Document, processing fee and Bid Security.

4.4.9 The Bids Opening Committee shall prepare a record of opening of Technical Bids that shall include, as a minimum:
   the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the proof of
payment of price of Bidding documents, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. The members of the Bids Opening Committee shall also sign the record with date.

| 4.4.10 | After completion of the evaluation of the Technical Bids, the JCTSL shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be advised in writing by the JCTSL. Bidders shall be given reasonable notice of the date of opening of Financial Bids. |
| 4.4.11 | The JCTSL shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document and keep their Financial Bids unopened. |
| 4.4.12 | The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the JCTSL. |
| 4.4.13 | All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-  
  i. the name of the Bidder;  
  ii. whether there is a modification or substitution;  
  iii. the Bid Prices;  
  iv. any other details as the Bids opening committee may consider appropriate.  
  After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters shall be initialled and dated by the members of the committee. Key information such as prices, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of |
the Bids opening committee.

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<th>Section</th>
<th>Subsection</th>
<th>Description</th>
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<td>4.4.14</td>
<td></td>
<td>The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. The members of the Bids opening committee shall also sign the record with date.</td>
</tr>
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</table>

5. Evaluation and Comparison of Bids

5.1 Confidentiality

5.1.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

5.1.2 Any attempt by a Bidder to influence the JCTSL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the JCTSL under the Act and the Rules.

5.1.3 Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the JCTSL on any matter related to the Bidding process, it should do so in writing.

5.1.4 In addition to the restrictions specified in section 49 of the Act, the JCTSL, while procuring a subject matter of such nature which requires the JCTSL to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.2 Clarification of Technical or Financial Bids

5.2.1 To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of
the Bidder shall be in writing.

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<th>Section</th>
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<tr>
<td>5.2.2</td>
<td>Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.</td>
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<tr>
<td>5.2.3</td>
<td>No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.</td>
</tr>
<tr>
<td>5.2.4</td>
<td>No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.</td>
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</tbody>
</table>

### 5.3 Deviations, Reservations and Omissions in Technical and Financial Bids

**5.3.1** During the evaluation of Bids, the following definitions shall apply:

i. “Deviation” is a departure from the requirements specified in the Bidding Document;

ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

### 5.4 Nonmaterial Nonconformities in Bids

**5.4.1** Provided that a Bid is substantially responsive, the JCTSL may waive any nonconformity (with recorded reasons) in the Bid that does not constitute a material deviation, reservation or omission.

**5.4.2** Provided that a Bid is substantially responsive, the JCTSL may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the price part of the Bid. Failure of the Bidder to comply
with the request may result in the rejection of its Bid.

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<th>Subsection</th>
<th>Details</th>
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<tr>
<td>5.5</td>
<td>5.5.1</td>
<td>Provided that a Financial Bid is substantially responsive, the Bid Evaluation Committee will correct arithmetical errors during evaluation of Financial Bid on the following basis:</td>
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<td>i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Bid Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</td>
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<td>ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</td>
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<td>iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.</td>
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<td>5.5.2</td>
<td>If the Bidder that submitted the lowest rate per kilometer of running of a Bus at the time of evaluations of Financial Bid does not accept the arithmetical correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.</td>
</tr>
<tr>
<td>5.6</td>
<td>5.6.1</td>
<td>The JCTSL shall examine the Technical and Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.</td>
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<td>5.6.2</td>
<td>The JCTSL shall confirm, following the opening of the Technical Bids, that the following documents and information have been provided:</td>
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<tr>
<td>i</td>
<td>Technical Bid is signed, as per the requirements listed in the Bidding Document;</td>
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<td>ii</td>
<td>Bid has been given in one or two covers as per instructions provided in the Bidding Document;</td>
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<td>iii</td>
<td>Bid is valid for the period, specified in the Bidding Document;</td>
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<td>iv</td>
<td>Technical Bid is accompanied by Bid Security or Bid Securing Declaration;</td>
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<td>v</td>
<td>Technical Bid is unconditional and the Bidder has agreed to give the required performance Security;</td>
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<td>vi.</td>
<td>Bid is submitted in the required Bidding Forms as per Section IV [Bidding Forms];</td>
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<td>vii.</td>
<td>Price Schedules in the Financial Bid are in accordance with ITB Clauses 3.4 [Bid Submission Sheets and Price Schedules];</td>
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<td>viii.</td>
<td>written confirmation of authorization to commit the Bidder;</td>
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<td>ix.</td>
<td>Declaration by the Bidder in compliance of Section 7 and 11 of the Act;</td>
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<tr>
<td>x.</td>
<td>other requirements, as specified in the Bidding Document are fulfilled.</td>
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<th>5.7</th>
<th>Responsiveness of Technical or Financial Bids</th>
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<td>5.7.1</td>
<td>The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Clause 3.3 [Documents Comprising the Bid].</td>
</tr>
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<tr>
<th>5.7.2</th>
<th>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</th>
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<tr>
<td>(a)</td>
<td>if accepted, would-</td>
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<tr>
<td>i.</td>
<td>affect in any substantial way the scope,</td>
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### 5.7.3 The JCTSL shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, JCTSL's Requirements and Specifications have been met without any material deviation or reservation.

### 5.7.4 If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the JCTSL and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### 5.8 Tests of Responsiveness

#### 5.8.1 Prior to evaluation of Bids for Qualification, the JCTSL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if:

- (a) it is received as per format as given in Section-IV – Bidding Form;
- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is digitally signed as stipulated in the bidding document.
- (d) it is accompanied by the Power of Attorney as specified in Section-IV - Bidding Forms, and in the case of a Joint Venture/Consortium, the Power of Attorney as specified in Section-IV – Bidding Forms.
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats as specified in this RFP;
- (g) it contains certificates from its statutory auditors in the formats specified in the bidding forms of the RFP;
- (h) it contains proof of payment of price of RFP.
(i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specified in the Bidding Forms;
(j) it does not contain any condition or qualification; and
(k) it is not non-responsive in terms hereof.

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<tr>
<th>Section</th>
<th>Heading</th>
<th>Subsection</th>
<th>Description</th>
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<tbody>
<tr>
<td>5.9</td>
<td>Examination of Terms and Conditions of the Technical or Financial Bids</td>
<td>5.9.1</td>
<td>The JCTSL shall examine the Bids to confirm that all terms and conditions specified in the Bidding document have been accepted by the Bidder without any material deviation or reservation.</td>
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<td>5.9.2</td>
<td>The JCTSL shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and 3.8 [Documents Establishing the Conformity of the Buses and Related Services to the Bidding Document], to confirm that all requirements specified in Section IV- Bidding Forms and all amendments or changes requested by the JCTSL in accordance with ITB Clause 2.3 [Amendment of Bidding Document], have been met without any material deviation or reservation.</td>
</tr>
<tr>
<td>5.10</td>
<td>Evaluation of Qualification of Bidders in Technical Bids</td>
<td>5.10.1</td>
<td>The determination of qualification of a Bidder in evaluation of Technical Bid shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 3.9 [Documents Establishing the Qualifications of the Bidder], and in accordance with the qualification criteria indicated in Section III- Evaluation and Qualification Criteria. Factors not included in Section III, shall not be used in the evaluation of the Bidder’s qualification.</td>
</tr>
<tr>
<td>5.11</td>
<td>Evaluation of Financial Bids</td>
<td>5.11.1</td>
<td>The JCTSL shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.</td>
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</table>

To evaluate a Financial Bid, the JCTSL shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

To evaluate a Financial Bid, the Procuring Entity shall consider the following:
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<th>Section</th>
<th>Subsection</th>
<th>Description</th>
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<tbody>
<tr>
<td>5.12</td>
<td>Post qualification of the Bidder</td>
<td>5.12.1 The JCTSL shall determine to its satisfaction that the Bidder that is selected as the successful Bidder is qualified to perform the Contract satisfactorily.</td>
</tr>
</tbody>
</table>
| 5.13 | Exclusion of Bids | 5.13.1 The JCTSL shall exclude a bid if:  
(a) the Bidder is not qualified;  
(b) the Bid materially departs from the requirements specified in the Bidding Document or it contains false information;  
(c) the Bidder submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the JCTSL or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process.  
(d) the Bidder, in the opinion of the JCTSL, has a conflict of interest materially affecting fair competition. |
| 5.13 | | 5.13.2 A bid shall be excluded as soon as the cause for its exclusion is discovered. |
| 5.14 | Cancellation of Procurement Process | 5.14.1 The JCTSL may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -  
(a) at any time prior to the acceptance of the successful bid; or  
(b) after the successful bid is accepted. |
| 5.14 | | 5.14.2 The JCTSL shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals. |
| 5.14 | | 5.14.3 The decision of the JCTSL to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process. |
### 5.14.4
If the Bidder whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the JCTSL may cancel the procurement process.

### 5.14.5
If a Bidder is convicted of any offence under the Act, the JCTSL may-
- (a) cancel the relevant procurement process if the Bid of the convicted Bidder has been declared as successful but no procurement contract has been entered into;
- (b) rescind the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the JCTSL and the convicted Bidder.

### 5.15
**JCTSL's Right to Accept Any Bid, and to Reject Any or All Bids**

#### 5.15.1
The JCTSL reserves the right to accept any Bid or reject any or all Bids, and to annul the Bidding process at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

### 6. Award of Contract

#### 6.1
**JCTSL's Right to Vary Quantities**

##### 6.1.1
If the JCTSL does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

##### 6.1.2
Orders for additional quantities may be placed on conditions given in the Contract. The limits of orders for additional quantities shall be 50% of the value of Buses and Related Services of the original Contract. Delivery period of buses and related services may also be proportionately increased.

#### 6.2
**Dividing quantities among more than one Bidder at the time of award**

##### 6.2.1
As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the next lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder,
### Acceptance of the successful Bid and award of contract

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<tr>
<td>6.3</td>
<td>6.3.1 The JCTSL after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.</td>
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<td>6.3.2 Before award of the Contract, the JCTSL shall ensure that the price of successful Bid in evaluation of RFP is reasonable and consistent with the required quality.</td>
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<td>6.3.3 A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.</td>
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<td>6.3.4 The JCTSL shall award the contract to the Bidder whose offer has been determined to be the lowest fee per kilometer of running of a Bus in accordance with the evaluation criteria set out in Section III- Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.</td>
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<td>6.3.5 Prior to the expiration of the period of validity of Bid, the JCTSL shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.</td>
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<td>6.3.6 If the issuance of formal Letter of Acceptance (LoA) is likely to take time, in the meanwhile a Letter of Intent (LoI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the successful Bidder given in its Bid.</td>
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<td></td>
<td>6.3.7 The selected Bidder, shall be responsible for financing, procurement, construction and maintenance of the Project under and in accordance with the provisions of a long term 08 years concession agreement (the &quot;Concession Agreement&quot;) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Contract Forms pursuant hereto.</td>
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<td>6.3.8 After completion of the project period of 08 years, the ownership of the Diesel buses and other facilities (Machinery and Equipments) provided in the depots will be transferred to the Authority.</td>
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<tr>
<td>6.4</td>
<td><strong>Signing of Contract</strong></td>
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<td>6.4.2</td>
<td>If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the JCTSI. shall forfeit the Bid Security of the successful bidder/execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.</td>
</tr>
<tr>
<td>6.4.3</td>
<td>The Bid Security of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.</td>
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<td>6.5</td>
<td><strong>Performance Security</strong></td>
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<td>Sub-Clause</td>
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<td>6.5.2</td>
<td>The amount of Performance Security shall be Rs. 2.00 Crore (Rupees Two Crore). The currency of Performance Security shall be Indian Rupees.</td>
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| 6.5.3 | Performance Security shall be furnished in one of the following forms-  
  i. deposit through net banking (if facility is Available); or  
  ii. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or  
  iii. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the JCTSL with the approval of Head Post Master; or  
  iv. Bank guarantee of a scheduled bank in India. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Clause 3.11 [Bid Security]; or  
  v. Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the JCTSL on account of Bidder and discharged by the Bidder in advance. The JCTSL shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the JCTSL without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. |
| Validity of Performance Security | 6.5.4 | Performance Security furnished in the form of a document mentioned at options (ii) to (v) of Sub-Clause 6.5.3 above, shall remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and/or maintenance and defect liability period, if any. No interest shall be payable on the amount of Performance Security. |
6.5.5 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the JCTSL may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of lowest Bidder’s per kilometer rate of running of Buses, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the JCTSL to be qualified to perform the Contract satisfactorily.

6.5.6 Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases:

i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time period; after issue of letter of acceptance; or

ii. when the Bidder fails to commence the commercial operation of the project within the time specified; or

iii. when Bidder fails to complete the project satisfactorily within the time specified; or

iv. When any terms and conditions of the contract is breached; or

v. Failure by the Bidder to pay the JCTSL any established dues under the contract; or

vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document in execution of the contract.

Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the JCTSL in this regard shall be final.

7. Grievance Handling Procedure during Procurement Process (Appeals)

| 7 | Grievance handling procedure during procurement process | 7.1 | Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First Appellate Authority: Principal Secretary/Secretary, Local Self Government Department, Government of Rajasthan (GOR) Second Appellate Authority: Secretary Finance (Budget) Department, GOR |
as the case may be, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.
Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the Bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the JCTSL, as the case may be, may file a second appeal to the Second Appellate Authority as specified in clause-7 of ITB, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases

No appeal shall lie against any decision of the JCTSL relating to the following matters, namely:-

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the bidding process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.
(3) **Form and procedure of filing an appeal**

(a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) **Fee for filing appeal**

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of JCTSL, Jaipur.

(5) **Procedure for disposal of appeals**

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.
FORM No. 1
[See rule 83]

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

Appeal No ...........of .............

Before the ................................ (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................ (Supported by an affidavit)

7. Prayer:

   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................

Place ........................................

Date ...........................................

Appellant's Signature
Section – III

QUALIFICATION AND EVALUATION CRITERIA
Eligibility and Qualification Criteria for the Bidders

1. General

1.1 The Original Equipment Manufacturer (OEM) shall be an Indian Manufacturer of the BS VI diesel buses having a manufacturing facility in India.

1.2 OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of the buses to be procured from the designated testing center in India i.e. CMVR type approval of at least one model diesel bus.

2. Eligibility of Applicants

2.1 For determining the eligibility of the Bidder for their pre-qualification hereunder, the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the “Joint Venture (JV)/Consortium”), coming together to implement the Project. However, no bidder applying individually or as a member of a JV/Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a JV/Consortium.

(b) The Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

(c) 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 shall be disqualified (The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies). An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (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 of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the 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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) 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 (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) 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

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

(vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. 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.

Explanation: In case an Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.

(e) Other eligibility conditions shall be as per para 1.4 of ITB
2.2 To be eligible for qualification, a Bidder shall fulfill the following conditions:

Qualification Criteria for Bidders

Qualification criteria pertaining to Bidder are presented below:

a. Qualifications Criteria for OEM
   i. The OEM of buses to be procured must be a registered diesel bus manufacturer in India having experience of manufacture and delivery of at least fully built 50 diesel buses in India in last 3 years.

Documentary evidences:
   - License to manufacture BS VI diesel buses and Evidence of bus manufacturing facilities in India.
   - Details of at least 50 diesel buses manufactured and supplied in India in last three years in terms of number, year of supply and names of customers to whom supplied.

b. Qualifications Criteria for Diesel bus Operation and Maintenance:
   i. The Bidder must have a Net worth equivalent to at least Rs. 05 Crore as on 31st March, 2019 as per Auditor’s certificate.
   ii. The Bidder must have an average annual turnover of Rs.10 Crores in last three financial years.
   iii. The Bidder must have experience of at least one project reference of operation and maintenance of minimum 100 Diesel, CNG, Alternate Fuel, Hybrid buses in India for at least 24 months in last five financial years.
   iv. Aggregation of the Ownership of Partners/Associates of JV/ Consortium Bidder for the purpose of meeting the average annual turnover and Net worth criteria shall be permitted.
   v. Operational experience must include Planning, Managing and Monitoring of day to day bus/passenger vehicle operations and maintenance. Such experience must be demonstrated through an explicit contract/concessionaire Agreement of operations with a public sector entity/Government or semi Government Department or a private sector organization of repute and which has been in successful operation for a period on at least 24 months.
   vi. Bidder must have valid license for providing of technical personnel for operation and maintenance of diesel buses and must be registered for EPF and ESI.

Documentary evidences:
   - Certificate from the employer whose diesel buses were operated and maintained during a period of 24 months in last 5 five financial years.
   - Statement from the statutory auditor as prescribed in the Section-IV, Bidding Forms certifying the Net Worth and average annual turnover of the Bidder, also specifying that the methodology adopted for calculating net worth and average annual turnover.
   - Copies of valid license of employing technical personnel for maintenance of diesel buses.
and registration certificates for EPF and ESI contribution.

2.3 The Bidder shall enclose with its Bid, to be submitted as per the format at Section-IV - Bidding Form, complete with its Annexes, the following:

(i) Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments received, during at least one year in last three preceding years from the Bid Due Date in respect of Net Cash Accruals. In case a particular job/contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/contract by producing a certificate from its statutory auditor; and

(ii) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

2.4 The Bidder should submit a Power of Attorney as per the format at Section-IV - Bidding Forms, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Section-IV - Bidding Forms.

2.5 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle (SPV), incorporated under the Indian Companies Act, 2013 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed 3 (three).

(b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;

(c) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Section-IV - Bidding Forms, signed by all the other members of the Consortium;

(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

(e) an individual Bidder cannot at the same time be member of a Consortium applying for Bidding. Further, a member of a particular Consortium cannot be member of any other Consortium applying for bidding;

(f) the members of a Consortium shall form an appropriate SPV to execute the
Project, if awarded to the Consortium;

(g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Section -IV - Bidding Forms (the "Joint Bidding Agreement"), for the purpose of making the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this Bidding Document, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

(ii) clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) commit the minimum equity stake to be held by each member;

(iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV;

(v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

(h) except as provided under this Bidding Document, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.6 The Bidder including any JV/Consortium Member or Associate 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 authority or a judicial pronouncement or arbitration award against the Bidder, JV/Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, JV/Consortium Member or Associate. An Affidavit in this regard shall have to be submitted by the Bidder.

B. Evaluation Criteria for Bidders

1. The qualification of Bidders shall be evaluated on each of the Qualification Criteria narrated in part-A of this section.

2. The Qualification Criteria narrated are minimum which are required for eligibility of an applicant for consideration of qualification.

3. In the financial bid, the bidder shall quote the Gross Cost Contract rate for running of diesel buses in Rupees Per Kilometer for the minimum assured run of 76650 kilometer
per year and for a contract period of 08 years (total contract period kilometer run 6.132 lakh).

4. While bidding, the operator will take into account all expenses like purchase cost of buses, cost of operation, management of fleet, maintenance of vehicles etc. required to run the buses for the contract period and quote certain amount as Rupees Per Kilometer as Gross Cost Contract (GCC) Rate. Drivers and conductors will be deputed by JCTSL and JCTSL will bear their cost.

5. The successful bidder will be one who quotes minimum weighted average per kilometer GCC rate. The rate quoted by a bidder shall be arrived at by given 30% weight-age to the rate quoted by the bidder for AC diesel Midi buses and 70% weight-age to the rate quoted by the bidder for Non AC diesel Midi buses. If two or more bidders quote the same per kilometer rates in their financial bids, then negotiations will be conducted with each of them separately and the bidder quoting the minimum negotiated rate will be the successful bidder. If even after negotiations two or more bidders quote same rate of per kilometer then selection of successful bidder will be done by draw of lots.

6. While quoting the rates in financial bid, the Bidders should take into consideration the amount of demand incentive to be given by JCTSL under Smart City project.
SECTION-IV
BIDDING FORMS
Managing Director,
Jaipur City Transport Services Limited,
Jaipur

Sub: Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC 85 VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis.

Dear Sir,

1. With reference to your RFP document dated .........., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in subsequent Forms Tech II to Forms Tech XIV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true.

3. This statement is made for the express purpose of qualifying as a Bidder Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC 85 VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their 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.

6. I/ We declare that:
   (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
   (b) I/ We do not have any conflict of interest in accordance with RFP document;
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice etc. as detailed in The Rajasthan Transparency in Public Procurement Act, 2012 (RTPP Act) and The Rajasthan
Transparency in Public Procurement Rules, 2013 (RTPP Rules) and the RFP document, in respect of any Bid 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 RTPP Act and RTPP Rules and this RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and have complied with and shall continue to comply with the provisions of the Code of Integrity as prescribed by RTPP Act and RTPP Rules and the RFP document in submission of our Bid and execution of the contract.

7. I/We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive for the Project without assigning any reason whatsoever and without incurring any liability to the Bidders.

8. I/We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the qualification requirements as specified in the RFP document and am/are qualified to submit the Bid.

9. I/We declare that we/any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for the Project.

10. I/We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court 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.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

13. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not debarred by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOOT or otherwise), and no bar subsists as on the date of Application.

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 provisions of this RFP, we shall intimate the Authority of the same immediately.

15. The Statement of Legal Capacity as per format provided in these bidding forms of the RFP document, and duly signed, is enclosed. The power of attorney for signing of
the Bid and the power of attorney for Lead Member of consortium, as per format provided in these bidding forms of the RFP document, are also enclosed.

16. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

17. I/ We hereby confirm that we shall comply with the Operation and Maintenance requirements as specified in RFP document.

18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

19. Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

20. If our Bid is accepted, we commit to submit a Performance Security of the amount mentioned in the Bidding Document or, if applicable shall submit the Performance Security Declaration for the due performance of the Contract;

21. I/ We, including our JV/Consortium Partners, have nationalities of India;

22. We are not participating, as Bidder in more than one Bid for this project in this bidding process;

23. We declare that we did not have any previous transgression with any entity in India or any other country during the last three years or were debarred by any other procuring entity.

24. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement;

25. We agree to permit JCTSL or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

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 Authorized Signatory)

Place: ____________________________ Name and seal of the Bidder/ Lead Member
Form Tech - II

Particulars of the Bidder

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

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/communication for the Applicant:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:

5. In case of a JV/Consortium:
   (a) The information above (1-4) should be provided for all the Members of the JV/Consortium.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in RFP document should be attached to the Bid.
   (c) Information regarding the role of each Member should be provided as per table below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Role</th>
<th>Percentage of equity in the Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. The following information shall also be provided for the Bidder, including each
Member of the Consortium:

Name of Bidder/member of Consortium:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder/ constituent of the Consortium been debarred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOOT or otherwise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to 1 is yes, does the debarment subsist as on the date of submission of Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Has the Bid/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member
Form Tech - III

Experience of Manufacture and Delivery of Buses

Name of Bidder (Manufacturer):

<table>
<thead>
<tr>
<th>Year of Manufacture</th>
<th>No. of Diesel buses manufactured</th>
<th>No. of Diesel buses delivered</th>
<th>Documentary Evidence Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member
## Form Tech - IV

**Financial Capacity of the Bidder**  
(Rupees in Crore)

<table>
<thead>
<tr>
<th>Applicant type</th>
<th>FINANCIAL YEAR</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2016-17</td>
<td>2017-18</td>
</tr>
<tr>
<td></td>
<td>Cash Accruals</td>
<td>Cash Accruals</td>
</tr>
<tr>
<td>Single entity Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Name & address of Bidder’s Bankers:**

Date: ____________________________  
(Signature, name and designation of the Authorized Signatory)  
Place: ____________________________  
Name and seal of the Applicant/ Lead Member

**Notes:**

1. For conversion of other currencies into rupees, the selling rate of that currency declared by the RBI on date of issue of RFP by JCTSL shall be taken.

2. A Bidder consisting of a single entity should fill in details as per the row titled Single entity and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity may be ignored.

**Instructions:**

1. The Bidder its constituent JV/Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
(a) reflect the financial situation of the Bidder or JV/Consortium Members and its/their Associates where the Applicant is relying on its Associate’s financials;

(b) be audited by a statutory auditor;

(c) be complete, including all notes to the financial statements; and

(d) correspond to accounting periods already completed and audited.

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with the Bidding Forms.

5. The Bidder shall provide an Auditor’s Certificate specifying the Net Worth and Turn Over of the Bidder and also specifying the methodology adopted for calculating such Net Worth and Turn Over in accordance with the RFP document.
Form Tech - V

Experience of Operation and Maintenance of Diesel buses

<table>
<thead>
<tr>
<th>Applicant type</th>
<th>Operation and Maintenance Experience</th>
<th>Documentary Evidence Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2016-17</td>
<td>FY 2017-18</td>
</tr>
<tr>
<td>Single entity Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Any one Partner)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: ________________________  (Signature, name and designation of the Authorized Signatory)

Place: ________________________ Name and seal of the Bidder/ Lead Member

Notes

1. A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

2. Operation and Maintenance Experience must include Planning, managing, operating and monitoring of day to day bus operation and maintenance.
Form Tech – VI

Bid Security (Bank Guarantee Unconditional)

Form of Bid Security

[insert Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: Managing Director, Jaipur City Transport Services Limited, Jaipur

Date: [insert date]

BID GUARANTEE No.: [insert number]

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

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

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

(a) has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Request For Proposal (hereinafter “the RFP”); or
(b) having been notified during the period of bid validity specified in the RFP, about the acceptance of its Bid by you,
   (i) failed or refused to execute the Contract Agreement within the time period specified in the RFP, or
   (ii) failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the RFP, or
(c) has not accepted the correction of arithmetical errors in accordance with the ITB; or
(d) has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

The payment against this guarantee shall be made by us to you without questioning your demand or without referring it to the Bidder.

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

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

Signed: ____________________________________________________________

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

Name: ____________________________________________________________

[insert complete name of person signing the Bid Security]

In the capacity of: ____________________________________________________

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank]

Dated on ________ day of ________,

[insert date of signing]

Bank’s Seal _________________________________________________________

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security may be in the name of all partners to the Joint Venture that submits the bid or any one partner.]
Form Tech – VII

Bid Securing Declaration
(If applicable)

Form of Bid Securing Declaration
(To be issued on Non Judicial Stamp Paper of Rs.100)

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

Bid No.: [insert number of NIB] Title of Bid [insert subject matter of procurement]

Managing Director,
Jaipur City Transport Services Limited,
Jaipur

We, the undersigned, declare that:

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

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

(a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Request for Proposal (hereinafter “the RFP”); or

(b) having been notified during the period of bid validity specified in the RFP, about the acceptance of our Bid by you,

(i) fail or refuse to execute the Contract Agreement within the time period specified in the RFP,

(ii) fail or refuse to furnish the performance security/ performance security declaration, as the case may be, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the RFP,

(c) not accept the correction of arithmetical errors in accordance with the ITB; or

(d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder and his having executed the contract agreement and furnishing of performance security; or (ii) thirty days after the expiration of our Bid.

Signed: ________________________________

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

67
Name: _________________________________

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

In the capacity of: _________________________________

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

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

[insert complete name and address of the Bidder]

Dated on ........ day of _________________

[insert date of signing]

Corporate Seal _________________________________

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration will not be applicable]
Declaration by the Bidder under Section 7 and 11 of the Act

Declaration by the Bidder

In relation to our Bid submitted to Managing Director, Jaipur City Transport Services Limited, Jaipur for Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis in response to their Notice Inviting Bids No. .......... Dated .......... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. We declare that we did not have any previous transgression with any entity in India or any other country during the last three years or were debarred by any other procuring entity.

Date: 
Place: 
Signature of Bidder 
Name: 
Designation: 
Address: 

---

Form Tech – VIII

Declaration by the Bidder under Section 7 and 11 of the Act

Declaration by the Bidder

In relation to our Bid submitted to Managing Director, Jaipur City Transport Services Limited, Jaipur for Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis in response to their Notice Inviting Bids No. .......... Dated .......... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. We declare that we did not have any previous transgression with any entity in India or any other country during the last three years or were debarred by any other procuring entity.

Date: 
Place: 
Signature of Bidder 
Name: 
Designation: 
Address: 

---
Form Tech – IX

Format for seeking clarifications

Name of the Bidder:
Address:
Telephone Nos.:
Fax No:
Mobile No:
Email ID:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Section No. – Clause No. – Paragraph/ Bullet No.</th>
<th>Corresponding page no in the RFP Document</th>
<th>Particulars of the query/ clarification</th>
<th>Clarification/ comments by JCTSL</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Authorized Signatory
Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to JCTSL within 07 Days from the date of issue of RFP. The Bidder should send the queries through official e-mail IDs only.]
Ref. Date:

To,
Managing Director,
Jaipur City Transport Services Limited,
Jaipur

Dear Sir,

We hereby confirm that we/ our members in the JV/Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ....................... (insert member’s name) will act as the Lead Member of our JV/Consortium.

We have agreed that ....................... (insert individual’s name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the Bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of..........................................

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Know all men by these presents, We……………………………………………………………..
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ……………………… son/daughter/wife of …………………………… and presently residing at ……………………., who is presently employed with us/ the Lead Member of our Consortium 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 Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis Project proposed by the Jaipur City Transport Services Limited (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority 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 Concession Agreement with the Authority.

AND we 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.

IN WITNESS WHEREOF WE, ………………………………………, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ………. DAY OF ………… 2…….

For ………………………………………
(Signature, name, designation and address)
Witnesses:
(Notarised)

1.
2.
Accepted ………………………………………(Signature)

(Name, Title and Address of the Attorney)
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 executants (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 Applicant.
Form Tech – XII

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the Managing Director, Jaipur City Transport Services Limited, Jaipur ("the Authority") has invited Bids from interested parties for Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis. (the “Project”).

Whereas, .................................................. and .................................................. (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s.................................................. having our registered office at .................................................. M/s.................................................. having our registered office at .................................................. M/s.................................................. having our registered office at .................................................. and .................................................. 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 Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) 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 concession/contract, 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 Concession 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..................2019
For ................................ (Signature)
................................ (Name & Title)

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

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

Witnesses:
1.
2.

(Executants)
(To be executed by all the Members of the Consortium)

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.
• Also, 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 Applicant.
Form Tech – XIII

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...

AMONGST
1. ............. Limited, a company incorporated under the Companies Act, 1956/2013 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 company incorporated under the Companies Act, 1956/2013 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)

AND
3. ............. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at .......... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) Jaipur City Transport Services Limited, Jaipur established under the Companies Act, 1956, represented by its Managing Director and having its principal offices at 2nd Floor, Old Working Women Hostel, Behind Nehru Place, Lal Kothi, Tonk Road, Jaipur (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bids”) by its Request for Proposal No. ............ dated ............. (the “RFP”) for Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City on Public Private Partnership basis. (the “Project”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint 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. JV/Consortium

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

2.2 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 this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession 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 member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be the ................. Member of the Consortium; and

(c) Party of the Third Part shall be the ................. Member of the Consortium.

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 and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.
6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:
Second Party:
Third Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the Project, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession 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 organized, 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 authorized 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 Agreement for the delegation of power and authority to execute this 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 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, judgement, 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; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or 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 Associates 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 until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.
9. **Miscellaneous**

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

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

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 MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED
SECOND PART
For and on behalf of
THIRD 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 the 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.
TECHNICAL DETAILS OF THE DIESEL BUSES OFFERED IN THE BID AND DEVIATIONS FROM TECHNICAL SPECIFICATIONS GIVEN IN RFP

A. Technical Details of the Diesel buses Offered in the Bid

[Give data of Technical details of the Diesel bus offered. May attach literature, photographs etc.]

B. DEVIATIONS FROM TECHNICAL SPECIFICATIONS GIVEN IN THE RFP

<table>
<thead>
<tr>
<th>Section and specification No.</th>
<th>Specification as per RFP</th>
<th>Specification of the product as quoted by the Bidder</th>
<th>Impact of Deviation</th>
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It is certified that, there is no deviation in the technical specification other than those quoted above in the product offered by us.

Yours faithfully.

(Signature, name and designation of the authorised signatory)

For and on behalf of...........................................
FINANCIAL BID

[The Financial Bid is to be submitted online in Excel Sheet provided on e-procurement portal in cover assigned for Financial Bid only and nowhere else. If a Financial Bid is given in Technical Bid’s cover, the entire Bid submitted by the Bidder shall be cancelled forthwith.]

1. In the financial bid, the bidder shall quote the Gross Cost Contract rate for running of diesel buses in Rupees Per Kilometer for the minimum assured run of 76650 kilometer per year and for a contract period of 08 years (total contract period kilometer run 6.132 lakh). GST, if applicable, will be paid extra by JCTSL to the Concessionaire.

2. While bidding, the operator will take into account all expenses like purchase cost of buses, cost of operation, electricity, drivers, management of fleet, charging infrastructure, replacement of batteries, maintenance of vehicles etc. required to run the buses for the contract period and quote certain amount as Rupees Per Kilometer as Gross Cost Contract (GCC) Rate.

3. While quoting the rates in financial bid, the Bidders should take into consideration the amount of demand incentive to be given under Smart City Project.

INDICATIVE FORMAT OF FINANCIAL BID

<table>
<thead>
<tr>
<th>Name of the Bidder/ Bidding Firm / Company:</th>
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<tbody>
<tr>
<td>Name of the Bidder/ Bidding Firm / Company:</td>
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<tr>
<td>Name of the Bidder/ Bidding Firm / Company:</td>
</tr>
</tbody>
</table>

PRICE SCHEDULE

<table>
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<tr>
<th>TEXT #</th>
<th>NUMBER #</th>
<th>TEXT #</th>
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<tbody>
<tr>
<td>Rate Per km per bus for BS-VI Midi Diesel Buses excluding GST (Rs. in INR)</td>
<td>TOTAL AMOUNT excluding GST (Rs. in INR)</td>
<td>TOTAL AMOUNT in Words</td>
</tr>
<tr>
<td>Rate Per Kilometer Per AC Bus</td>
<td>0.60</td>
<td>INR Zero Only</td>
</tr>
<tr>
<td>Rate Per Kilometer Per Non AC Bus</td>
<td>0.60</td>
<td>INR Zero Only</td>
</tr>
</tbody>
</table>

Note:

1. Each Bidder must quote per Kilometer rates after thorough reading of the RFP document, Draft Agreement and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.

2. The Bidder may be asked to submit component wise break-up of the quoted rate.
SECTION-V
JCTSL's REQUIREMENTS AND SPECIFICATIONS
The Project shall include following components :-

A. Procurement of buses conforming to the Specifications and Standards set forth in this Section-V.

B. Setting up of the Maintenance Depots. Out of the depots at Bagarana, Vidhyadhar Nagar, Sanganer and Todi required depots will be allowed to be partially used by the Operator along with the Authority.

C. Operation, Maintenance and Monitoring of operation of BS VI diesel midi buses. Drivers and Conductors will be provided by the Authority and the expenses on their salaries etc. will be borne by the Authority.

D. While the JCTSL will focus on planning, service standards setting, monitoring and control of quality of services; bus operator will focus on purchase of buses, repair and maintenance, availability, cleanliness and deployment and operations (including but not limited to purchase of fuel, tyres, batteries and other consumables, hiring, training and deploying drivers), for per kilometer fee. Bus operator will also be responsible for all statutory, regulatory and legal requirements associated with the bus transport system. Drivers and Conductors for the buses will be provided by JCTSL at its cost. The fare-box revenue collection shall be done by the JCTSL or Collection Agency assigned by JCTSL.

E. ITS and Passenger Information System
   While the pre-recorded & GPS enabled micro-processor based audio-video Passenger Information System (PIS) is planned for "on-board" application, GIS based system is planned for vehicle tracking, operations monitoring for "off-board" PIS.

   The above system would also be used for data acquisition & processing, bill payments, and MIS. Manually steered and optically guided system is planned to be used for bus guidance and alignment with the platform. The aforesaid ITS will be installed on buses by the JCTSL or any other agency assigned by JCTSL. The bus operator also has the discretion to install a GPS on the bus at his own cost, as per the specification given by the JCTSL.

F. Total fleet availability should be 98% upto three years of the project and 96% for rest of the contract period.

G. **DEFICIENCIES IN SERVICE TO JCTSL FOR DIESEL BUSES AND BUS OPERATIONS**
<table>
<thead>
<tr>
<th>S.N.</th>
<th>Deficiencies</th>
<th>Fine in Terms of Rupees Per Day Per Bus</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>BUS OPERATIONS VEHICLE FINE PER DEFICIENCIES PER BUS</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Fleet Utilization</td>
<td>If fleet utilization is not maintained then fine of Rs. 1000 per day per bus.</td>
</tr>
<tr>
<td></td>
<td>No. of buses operated 100 for service quality level for 1st to 3 years 98% and for remaining period of the project 96% is to be maintained</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non painting of any repaired work inside/ outside the bus etc prescribed by JCTSL.</td>
<td>500</td>
</tr>
<tr>
<td>3.</td>
<td>Dirty Vehicle (i.e. dusty handrails, chairs and floor, litter of any kind on floor, foul odour, dirty windows and glass panels, spots) inside or outside, at the time of start of first shift in the morning.</td>
<td>500</td>
</tr>
<tr>
<td>4.</td>
<td>Driving with a Defective Number Plate.</td>
<td>500</td>
</tr>
<tr>
<td>5.</td>
<td>Defective or malfunctioning headlights, rear lights, brake light, turning indicators and parking lights, broken mirrors at the time of bus operations.</td>
<td>500</td>
</tr>
<tr>
<td>6.</td>
<td>Broken/ Loose/ Missing Passenger Seat / Visible dents on the bus exterior, loose handrails, roof grabs, rails and/or with sharp edges.</td>
<td>250</td>
</tr>
<tr>
<td>7.</td>
<td>Malfunctioning/ Broken Light in the passenger compartment Broken/ damaged windows, fixed glass, front windshield or rear windshield.</td>
<td>500</td>
</tr>
<tr>
<td>8.</td>
<td>Cracked/broken/ damaged windows, fixed glass, front windshield or rear windshield</td>
<td>250</td>
</tr>
<tr>
<td>9.</td>
<td>Fire Extinguisher missing or beyond expiry date</td>
<td>250</td>
</tr>
<tr>
<td>10.</td>
<td>Malfunctioning of passenger door</td>
<td>500</td>
</tr>
<tr>
<td>11.</td>
<td>Visible dents more than 6&quot; on the bus exterior</td>
<td>250</td>
</tr>
<tr>
<td>12.</td>
<td>Placing any decorative article/ religious figure or symbol or political symbol inside or outside the bus without prior approval of the JCTSL</td>
<td>250</td>
</tr>
<tr>
<td>13.</td>
<td>Placing any poster/ advertisement/ stickers or similar items inside or outside the bus which may or may not generate any revenue for the Operator unless authorized by JCTSL</td>
<td>250</td>
</tr>
<tr>
<td>14.</td>
<td>Damage to the any vehicle tracking equipment or any Intelligent Transport Management System installed by JCTSL</td>
<td>500</td>
</tr>
<tr>
<td>15.</td>
<td>Deterioration of Bus Speed due to inefficiency/ malfunctioning of Battery Pack AND/OR Any other System, sub system, part</td>
<td>500</td>
</tr>
<tr>
<td>S.N.</td>
<td>Deficiencies</td>
<td>Fine in Terms of Rupees Per Day Per Bus</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>16</td>
<td>Defective brake</td>
<td>500</td>
</tr>
<tr>
<td>17</td>
<td>Damaged Tyre</td>
<td>250</td>
</tr>
<tr>
<td>18</td>
<td>ACs not running up to design capacity and /or any stoppages and/or leakages of water in AC.</td>
<td>500</td>
</tr>
<tr>
<td>19</td>
<td>Not operating, causing it to not operate any passenger information system, gadgets, devices etc.</td>
<td>100</td>
</tr>
<tr>
<td>20</td>
<td>The driver is not carrying a proper driving license/ Driver in Drunken state.</td>
<td>1000</td>
</tr>
<tr>
<td>2</td>
<td><strong>BUS OPERATION FINE SHALL BE APPLIED PER INCIDENT</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Use of Cell phone by Driver while driving.</td>
<td>1000</td>
</tr>
<tr>
<td>2</td>
<td>Driver not wearing uniform as designed by JCTSL.</td>
<td>1000</td>
</tr>
<tr>
<td>3</td>
<td>Misbehaviour with JCTSL officials/ staff/ public, specially with women per incident</td>
<td>1000</td>
</tr>
<tr>
<td>4</td>
<td>Driver not following speed limit set by Traffic Police/ JCTSL or unsafe driving.</td>
<td>1000</td>
</tr>
<tr>
<td>5</td>
<td>Not stopping at Station designated as per Operating Plan unless authorized by JCTSL</td>
<td>250 per stand</td>
</tr>
<tr>
<td>6</td>
<td>Stopping at Station not designated as per Operating Plan unless authorized by JCTSL</td>
<td>250 per station</td>
</tr>
<tr>
<td>7</td>
<td>Schedule curtailment / Bus breakdown on route</td>
<td>Recovery of Full Route income for the day on the basis of average income of current month and no payment for minimum assured kilometer shall be made for that day.</td>
</tr>
<tr>
<td>8</td>
<td>Insurance policy not in force</td>
<td>Liable for termination of agreement</td>
</tr>
<tr>
<td>9</td>
<td>Any other offence</td>
<td>As fixed by the MD JCTSL</td>
</tr>
</tbody>
</table>

H.
Site Plans of the Depots at: Bagarana, Vidhyadhar Nagar, Sanganer and Todi
The Deployment Plan including list of routes, frequencies, headway, number of buses likely to be deployed on each route, are given below:

**JCTSL ROUTES FEB 2019**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ROUTE NO.</th>
<th>From</th>
<th>Via</th>
<th>To</th>
<th>Headway (Minutes)</th>
<th>Number of Schedule/Buses</th>
<th>Span of operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AC1</td>
<td>SANGANER</td>
<td>Ajmeri Gate</td>
<td>KUKAS</td>
<td>16</td>
<td>12</td>
<td>06.14 am to 21.55 pm</td>
</tr>
<tr>
<td>2</td>
<td>AC2</td>
<td>JOSHI-MARG-</td>
<td>Ajmeri Gate</td>
<td>M.GANDHI</td>
<td>10</td>
<td>22</td>
<td>05.40 am to 22.00 pm</td>
</tr>
<tr>
<td>3</td>
<td>AC5</td>
<td>AMER-</td>
<td>Ajmeri Gate</td>
<td>AGRWAL FARAM</td>
<td>16</td>
<td>12</td>
<td>06.00 am to 21.00 pm</td>
</tr>
<tr>
<td>4</td>
<td>16</td>
<td>AJMERI GATE</td>
<td>Sanganer</td>
<td>CHAKSU</td>
<td>15</td>
<td>13</td>
<td>05.45 am to 21.40 pm</td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>CHANDPOLE</td>
<td>Chomu Pulia</td>
<td>CHOMU</td>
<td>20</td>
<td>6</td>
<td>05.35 am to 21.55 pm</td>
</tr>
<tr>
<td>6</td>
<td>14</td>
<td>CHOMU PULIA</td>
<td>Ajmeri Gate</td>
<td>BASSI</td>
<td>15</td>
<td>17</td>
<td>05.45 am to 21.40 pm</td>
</tr>
<tr>
<td>7</td>
<td>23 A</td>
<td>AJMERI GATE</td>
<td>Gurjar Ki Thadi</td>
<td>PATKAR, COLANY</td>
<td>120</td>
<td>1</td>
<td>06.00 am to 19.00 pm</td>
</tr>
<tr>
<td>8</td>
<td>26</td>
<td>CHANDPOLE</td>
<td>Sodala</td>
<td>BAGRU</td>
<td>20</td>
<td>9</td>
<td>05.40 am to 21.30 pm</td>
</tr>
<tr>
<td>9</td>
<td>27</td>
<td>GONER</td>
<td>Ajmeri Gate</td>
<td>VATIKA</td>
<td>30</td>
<td>9</td>
<td>06.45 am to 22.00 pm</td>
</tr>
<tr>
<td>10</td>
<td>18</td>
<td>CHOMU PULIA</td>
<td>Khatipura</td>
<td>KALWADA</td>
<td>150</td>
<td>1</td>
<td>06.00 am to 15.30 pm</td>
</tr>
<tr>
<td>11</td>
<td>AC6</td>
<td>JAWAHAR NAGAR</td>
<td>Ajmeri Gate</td>
<td>KHIRNIPHATA K</td>
<td>20</td>
<td>9</td>
<td>05.40 am to 22.25 pm</td>
</tr>
<tr>
<td>12</td>
<td>30</td>
<td>BADI CHOPAR</td>
<td>Ramgarh mode</td>
<td>RAMGARH</td>
<td>20</td>
<td>7</td>
<td>05.45 am to 21.25 pm</td>
</tr>
<tr>
<td>13</td>
<td>28</td>
<td>AJMERI GATE</td>
<td>Sanganer</td>
<td>RAINWAL</td>
<td>20</td>
<td>9</td>
<td>05.30 am to 21.40 pm</td>
</tr>
<tr>
<td>14</td>
<td>32</td>
<td>NAYLA</td>
<td>Ajmeri Gate</td>
<td>NARAYAN VIHAR</td>
<td>20</td>
<td>13</td>
<td>05.50 am to 22.40 pm</td>
</tr>
<tr>
<td>15</td>
<td>9A</td>
<td>DADI KA PHATAK</td>
<td>Ajmeri Gate</td>
<td>AGRWAL FARAM</td>
<td>7</td>
<td>28</td>
<td>05.30 am to 23.03 pm</td>
</tr>
<tr>
<td>16</td>
<td>33</td>
<td>GALTA</td>
<td>Chandpole</td>
<td>GIRDHARIPURA</td>
<td>20</td>
<td>5</td>
<td>05.30 am to 22.00 pm</td>
</tr>
<tr>
<td>17</td>
<td>34</td>
<td>JAISINGHPURA</td>
<td>Ajmeri Gate</td>
<td>RICCO KANTA</td>
<td>16</td>
<td>12</td>
<td>05.30 am to 22.12 pm</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>TODI</td>
<td>Chandpole</td>
<td>GALTA</td>
<td>30</td>
<td>7</td>
<td>06.00 am to 22.30 pm</td>
</tr>
<tr>
<td>19</td>
<td>35</td>
<td>RAILWAY STATION-METRO</td>
<td>Ajmeri Gate</td>
<td>MALVIYA NAGAR-</td>
<td>20</td>
<td>5</td>
<td>05.30 am to 19.50 pm</td>
</tr>
<tr>
<td>20</td>
<td>37</td>
<td>RAILWAY STATION-METRO</td>
<td>Madhyam Marg</td>
<td>KAPURAHALA</td>
<td>24</td>
<td>6</td>
<td>06.00 am to 22.00 pm</td>
</tr>
<tr>
<td>21</td>
<td>6A</td>
<td>MALVIYA NAGAR</td>
<td>Ajmeri Gate</td>
<td>KHIRNI PHATK</td>
<td>11</td>
<td>12</td>
<td>06.00 am to 21.47 pm</td>
</tr>
<tr>
<td>22</td>
<td>3</td>
<td>DWARAKPURI</td>
<td>Ajmeri Gate</td>
<td>TRANSPORT NGR</td>
<td>6</td>
<td>20</td>
<td>06.00 am to 23.07 pm</td>
</tr>
<tr>
<td>23</td>
<td>3A</td>
<td>SANGANER</td>
<td>Ajmeri Gate</td>
<td>CHOTI-CHOPER.</td>
<td>6</td>
<td>17</td>
<td>06.09 am to 22.22 pm</td>
</tr>
<tr>
<td>24</td>
<td>3 C</td>
<td>AJMERI GATE-</td>
<td>Rambagh Circle</td>
<td>MGH-</td>
<td>10</td>
<td>12</td>
<td>06.20 am to 21.25 pm</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Route No.</td>
<td>Source/ Destination</td>
<td>Departure Time</td>
<td>Arrival Time</td>
<td>Remarks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-----------</td>
<td>---------------------</td>
<td>----------------</td>
<td>--------------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>7</td>
<td>TP NAGAR Narayan Singh Circle</td>
<td>06.00 am to 21.55 pm</td>
<td>21.25 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>11</td>
<td>GONER Ajmeri Gate SIWAD</td>
<td>05.40 am to 21.10 pm</td>
<td>21.10 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>3B</td>
<td>SANGANER Ajmeri Gate KUNDA</td>
<td>06.00 am to 22.10 pm</td>
<td>22.10 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>9</td>
<td>AGRAWAL FARM Ajmeri Gate GOVINDPURA</td>
<td>06.00 am to 21.30 pm</td>
<td>21.30 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>9B</td>
<td>MAHATMA GANDHI Sanganer Thana HEERA PURA</td>
<td>05.50 am to 21.15 pm</td>
<td>21.15 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>8A</td>
<td>JAGATPURA Ajmeri Gate CHOMUPULIA</td>
<td>06.00 am to 22.00 pm</td>
<td>22.00 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>10B</td>
<td>GALTA GATE Railway Station NIWARU</td>
<td>05.50 am to 22.00 pm</td>
<td>22.00 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>13A</td>
<td>AJMERI GAT Gandhi Nagar Station CBI PAHATAK</td>
<td>06.00 am to 21.25 pm</td>
<td>21.25 pm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Route and Scheduled Km depend on Existing /available Buses*

### Actual Buses/Allotted Schedule Kms -FEB 2019

<table>
<thead>
<tr>
<th>Morning to Evening Night</th>
<th>Number of Buses Peak Requirement</th>
<th>Daily Scheduled Bus Kilometers*</th>
<th>Numbers of Days/Nights</th>
<th>Total Scheduled Bus Kilometers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allotted Vehicle</td>
<td>Allotted Schedule**</td>
<td>Days shift I / II/Nights</td>
<td>Days/ Night</td>
</tr>
<tr>
<td>Monday to Sunday/Public Holiday</td>
<td>369</td>
<td>339</td>
<td>88196</td>
<td>365</td>
</tr>
<tr>
<td>Total</td>
<td>369</td>
<td>339</td>
<td>88196</td>
<td>365</td>
</tr>
<tr>
<td>Total Scheduled Bus Kilometers</td>
<td>88196</td>
<td>88196</td>
<td>365</td>
<td>88196x365</td>
</tr>
</tbody>
</table>

* Daily Scheduled Bus Kilometers are changed on requirement/Public Demand/ Load factor
** Allotted Schedule and Schedule Km are dependent on existing /available Buses.

**NOTE:**
- Each bus will be given 210 Km. assured run.
- Penalties for various defaults in operation of buses are given in Annexure A to this Section V
Technical Specifications of Diesel buses

GENERAL DESIGN: The bus shall be designed and manufactured in accordance with the specifications as per urban bus specification—II April 2013 and addendum issued on 7th Nov. 2013 by MoUD, GOI copy is available on MoUD website www.moud.gov.in. and 'Code of Practice for Bus Body Design and Approval' of AIS 052 standards, prevailing Central Motor Vehicle Rules, State MV Rules and Urban Bus Specifications issued by Ministry of Urban Development. The bus design shall have type approvals from CMVR designated testing centre in India and State Transport Authority. The bus shall be designed to carry passengers with ease of boarding and alighting especially for ladies, children senior citizens and physically challenged persons.

Some important features in the specification of the buses required by JCTSL shall be as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Midi Bus Specification (31-35 Seater) with ITMS Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bus Floor heights mm</td>
<td>900 mm floor height</td>
</tr>
<tr>
<td>2.</td>
<td>Propulsion System</td>
<td>Propulsion System – Diesel</td>
</tr>
<tr>
<td>3.</td>
<td>Fuel-options</td>
<td>Fuel to be compatible with propulsion system &amp; prescribed emission Norms</td>
</tr>
<tr>
<td>4.</td>
<td>Emission Type</td>
<td>BSVI</td>
</tr>
<tr>
<td>5.</td>
<td>Engine</td>
<td>Fuel compatible engine</td>
</tr>
<tr>
<td>6.</td>
<td>Cylinder</td>
<td>4</td>
</tr>
<tr>
<td>7.</td>
<td>Torque</td>
<td>200-450</td>
</tr>
<tr>
<td>8.</td>
<td>Horse Power</td>
<td>70-200</td>
</tr>
<tr>
<td>9.</td>
<td>Steering system</td>
<td>Hydraulic Power Steering</td>
</tr>
<tr>
<td>10.</td>
<td>Suspension System Front/ Rear</td>
<td>Optional (Semi Elliptical Multi leaf with Shock absorber /Parabolic/weveler)</td>
</tr>
<tr>
<td>11.</td>
<td>Braking System</td>
<td>Dual circuit full air/hydraulic brakes, with drum at front and rear brakes. Graduated /Mechanical hand controlled, spring actuated parking brakes acting on rear wheels</td>
</tr>
<tr>
<td>12.</td>
<td>Electrical system</td>
<td>12 v to 24 volt DC</td>
</tr>
<tr>
<td>14.</td>
<td>Self- Starter/ Alternator</td>
<td>12v - 24V</td>
</tr>
<tr>
<td>15.</td>
<td>Door Position</td>
<td>Double Door position one ahead of front tyre and second between the front tyre and the rear tyre</td>
</tr>
<tr>
<td>16.</td>
<td>Tyre/Type</td>
<td>As per CMVR/ Nylon/Tubeless</td>
</tr>
<tr>
<td>17.</td>
<td>Fuel Tank</td>
<td>Capacity of Diesel fuel tank adequate to enable bus operation of up to 300 km between consecutive fillings</td>
</tr>
<tr>
<td>18.</td>
<td>Overall Length(Over Body excl bumper)</td>
<td>9000mm - 10500mm As per CMVR</td>
</tr>
<tr>
<td>19.</td>
<td>Overall Width(sole bar/Floor level- extreme pts)</td>
<td>2200mm - 2350mm</td>
</tr>
<tr>
<td>20.</td>
<td>Overall Height (unladen)-(At extreme point)</td>
<td>≤ 3800 mm</td>
</tr>
<tr>
<td>21.</td>
<td>Wheel-base</td>
<td>4000mm - 5200mm</td>
</tr>
<tr>
<td>22.</td>
<td>Front Overhang</td>
<td>As per CMVR</td>
</tr>
<tr>
<td>23.</td>
<td>Turning circle radius (m)- Minimum</td>
<td>6-9.5 m</td>
</tr>
<tr>
<td>24</td>
<td>Min. Ground Clearance (un-kneeded) at GVW</td>
<td>Within the wheelbase not less than 180mm.</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>25</td>
<td>Material of Body and Body Building</td>
<td>As per the AIS 052 compliance (as per applicable CMV rules in the state of Rajasthan)</td>
</tr>
<tr>
<td>26</td>
<td>Body Builder</td>
<td>Approved by Certifying Authority like ARAI, CRIT etc. as per CMVR</td>
</tr>
<tr>
<td>27</td>
<td>Electronics/ telematics</td>
<td>The vehicle should have 4 electronic route destination board - LED based as per specifications - Day light viewable LED route display system with PC interface. LED displays synchronizing with audio messaging through vehicle mounted speakers. The bus architecture should be compatible with ITS, the system on the bus should be such that a single controller should be able to control PIS (Audio &amp; Visual), cameras, VTS, Driver bus route guidance. The bus shall have Three cameras (2 inside and 1 on front road mounted) with 5 days backup.</td>
</tr>
</tbody>
</table>

**Bus Body**

(i) Dimension of the bus as per CMVR in mm
(ii) Overall length of the fully built bus should not be less than 9.00 meters.
(iii) Galvanized steel tubular structure with anti-corrosive painting/treatment.
(iv) Front and Rear panels should be of aesthetically designed with aerodynamic features.
(v) Inner panels- light weight PVC laminated.
(vi) Bus should be painted with 2k paint as per colour choice/graphics provided by JCTSL.
(vii) Emergency exit door/window should be provided as per AIS 052.
(viii) Bus body should have type approval as per AIS 052.
(ix) Roof grab rail in two rows to be provided with U bent at front.
(x) Spare Tyre position to be provided as per OE standard fitment confirming to AIS 052 or as loose fitment
(xi) Retro reflective 50 mm tape white at front, yellow on side, red at rear should be provided.

**Bus should be fitted with**

(i) Fire extinguisher conforming to CMVR as per AIS 052 to be provided.
(ii) First Aid Box.
(iii) Jack and wheel spanner. Tommy for lifting the bus to change tyre and tool kit.
(iv) Binding type full width sun visor for front windshield glass should be provided. Two Passenger doors-Single Flap type/ JK type doors should be provided. Width of aperture should be as per UBS II specifications.
(v) Manual adjustable two rear view mirror (one left hand side and one right hand side) to be provided. Passenger saloon area mirror to be provided.
(vi) Manufacturer should make alterations/modifications if suggested by the JCTSL.
(vii) All the other mandatory accessories as per CMVR shall be provided.
(viii) Arm rest should be fitted for seat opposite to passenger doors.
(ix) Seats Nos. stickers should be on side walls in red colour.
(x) Safety belt to be provided as per CMVR.

**OTHER REQUIREMENTS**

1. The operator shall ensure ready stock of critical components such as battery etc. so that the daily operation of buses is not affected and the maintenance work can be easily done.
2. Top speed of the vehicle should not be less than 75 KMPH. Suitable speed governance mechanism to be fixed in bus.
3. Tyres will be ARAI approved.
4. Regenerative braking system required.
5. Provision of passenger information system with destination boards and announcements.
6. All lights including headlamps and interiors should be LED.
7. These diesel buses shall comply with the BS VI Emission norms and relevant tests clearances should be received by the Supplier from relevant authorities as mentioned in the MVA/CMVR/AIS 131. Relevant environmental clearance Certificates should be submitted by the Supplier to the Authority.
8. Operator may be required to provide training to the drivers and other personnel of JCTSL for operation and maintenance.
9. The right of Advertisements on the Buses, Depots and Bus Shelters shall vest in the Authority.

Model should comply with certificates: Fully built buses should comply to the requirement as per bus body code (AIS 052) and CMVR regulation for operating of bus on hilly terrain.

<table>
<thead>
<tr>
<th>Passenger Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Seating layout 2X2 for fixed seats as per AIS 023.</td>
</tr>
<tr>
<td>(ii) Seats upholstery should be of fire retardant as per bus body code. Passenger seat should be placed in such a way that passenger sitting on seat should be able to peep out.</td>
</tr>
<tr>
<td>(iii) Number of seats = 30-34 + D</td>
</tr>
<tr>
<td>(iv) Width of seats : As per UBS-II Specification – AIS 052</td>
</tr>
<tr>
<td>(v) Gang way should be as per Bus Body Code.</td>
</tr>
<tr>
<td>(vi) Leg space should be as per bus body code.</td>
</tr>
<tr>
<td>(vii) Seat pitch should be as per bus body code.</td>
</tr>
<tr>
<td>(viii) Driver seat + belt as per bus body code.</td>
</tr>
<tr>
<td>(ix) Tool box be provided as per OE standard fitment.</td>
</tr>
</tbody>
</table>

Spares, After sale service: The Applicant / Bidder shall confirm in writing adequate availability of spare parts and after sales services within Jaipur city including remote areas in the bid by furnishing an undertaking on their official letter head.

Guarantee/Warranty: Manufacturer shall give the warranty of the bus for its structure and chassis aggregates minimum 05 years or 04 lacs kms whichever is later.

Logo/Markings – (Subject to final approval by JCTSL)
City logo – To be decided by the JCTSL at later stage Logo size should be minimum 1000 mm x 250 mm (length x height), in English language on one side and Hindi on the other and in the front (in English only) below the windscreen. The logo should be a permanent sticker type of reflective material (radium). The material needs to be UV resistant and water proof. Also, the front and rear of the bus to have white and red UV resistant /waterproof reflector strips affixed width wise respectively and yellow reflector on the body sides throughout the body length of the bus.

Also markings in the interior of the saloon such as “No Smoking”, Emergency Exit, Fire Extinguisher, seats reserved for Women Only, For Senior Citizen /Specially abled, Keep Bus Clean, Wishing you a Happy Journey, Don't travel on foot board, For complaints /suggestions Contact (No. to be provided) Please buy tickets. Travelling without ticket is a punishable offence as per MVAct etc. on sticker type material to be made in English and Hindi. In the exterior of the bus markings such as Exit, Entry, Emergency Exit, Stop etc. are to be made. Few of the Strikers to be provided are as under.
(1) (Red & Black) to be provided on conductor and driver sides on fixed glass of 2nd window.

(2) (Red & Black) to be provided on passenger's entry gate on both the glass panels.

(3) Sticker of "No Smoking" to be provided in the saloon both side (Black Colour).

(4) Sticker of "First Aid Box" to be provided behind the driver seat on partition on the First Aid Box (Black Colour).

(5) Sticker of "Fire Extinguisher" at the location of fire fighter equipment to be provided (Red Colour).

(6) Sticker of (महिला सीट) with photo of "Mahila" to be provided behind 10 seats starting from front (Black Colour).

(7) The sticker of (विभाग सीट) to be provided on first two seats on conductor side.
SECTION – VI

PROPOSED CONCESSION AGREEMENT INCLUDING CONDITIONS OF CONTRACT
Conditions of Contract
1 CONDITIONS OF CONTRACT

1.1 Application
These Conditions of Contract shall apply to Bus Operator to the extent that provisions in the Bus Operator Agreement do not supersede them.

1.2 Standard of Performance
Bus Operator shall perform the services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted practices used in the industry and in a professional manner and shall observe sound management, technical and engineering practices.

1.3 Performance Guarantee
The successful operator shall be required to pay at the time of signing of this agreement an amount equal to 5% of the estimated Project Cost as Interest free performance guarantee deposit against the obligations towards JCTSL hereunder or otherwise for each bus. The JCTSL may, but shall not be obliged, to adjust this deposit against any sum payable by the Bus operator hereunder, in which event the operator shall immediately restore the performance deposit to the full amount specified above. Upon successful completion of their agreement, the JCTSL shall return after 120 days to the Bus operator the amount of the above deposit, less the amount, if any, which has been adjusted against any due receivable by the JCTSL from or on behalf of the operator. The performance guarantee shall not bear any interest.

1.4 Representations and Warranties
The Operator represents and warrants to the JCTSL that

1) Bus Operator hereby represents and warrants that the buses and the services implemented under the Bus Transport System shall be in accordance with the standards laid out in the RFP by JCTSL and those provided during the term of the agreement;

2) Bus Operator hereby agrees that the above stated Representations and Warranties (i) shall survive the inspection, acceptance and use of buses for the Bus System by JCTSL or any other authorized agency; (ii) are for the benefit of JCTSL; and (iii) are in addition to any warranties and remedies to which JCTSL may otherwise agree or which are provided by law.

3) Bus Operator agrees that nothing herein contained shall be construed to constitute a partnership between JCTSL and the Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

4) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

5) No representation or warranty by it contained herein or in any other document furnished by it to the JCTSL or to any JCTSL Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

6) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or
entering into this Agreement or for influencing or attempting to influence any officer or employee of the JCTSL in connection therewith.

7) The selected bidder/ Consortium Members and its/ their associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement.

8) The Bus Operator shall agree that all the operation, maintenance and other expenses must be shared with JCTSL. The bus operation data like maintenance, breakdown, fuel, inventory, tyre and any other data as required by JCTSL must be shared with JCTSL on regular basis.

9) The Bus Operator agrees to use and integrate the bus operation MIS software of JCTSL. The Bus operator must appoint a nodal person for coordinating with JCTSL.

The JCTSL represents and warrants to the Operator that:

1) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

2) It has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;

3) It has the financial standing and capacity to perform its obligations under this Agreement;

4) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

5) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any JCTSL Instrumentality which may result in any material adverse effect on the JCTSL’s ability to perform its obligations under this Agreement;

6) It has complied with Applicable Laws in all material respects;

7) It has good and valid right to the Site, and has power and authority to grant a license in respect thereto to the Operator.

1.5 Assignment

The Bus Operator shall not assign the Project to any other entity to carry out the obligations under this contract.

1.6 Provision of the buses

1) The Bus operator shall ensure that the buses are as per the specifications given by the JCTSL in the RFP and are operated and maintained, on the basis as per directed in the bus operator Agreement and/or any amendment/s is/are directed by the JCTSL to ensure proper upkeep of buses and timely operation of buses.

2) If at any time during performance of the Bus Operator Agreement, Bus Operator should encounter conditions impeding the timely performance of the services under the Bus Operator Agreement, Bus Operator shall promptly notify JCTSL in writing of the fact and reasons for such occurrence. As soon as practicable after receipt of Bus Operator’s notice in this behalf, JCTSL shall evaluate the situation and may at its discretion extend Bus Operator’s time for performance of Bus Operators obligations under the Agreement. or
may take any appropriate measures to ensure successful performance of the bus services. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Bus Operator Agreement as may be mutually agreed to between the parties.

1.7 Quality Check & Acceptance of buses
The buses offered by the Successful Bidder shall be inspected, in accordance with the Quality Check/Specializations as mentioned in the RFP, by JCTSL or its authorized agency before initiating the operations of the Bus Service as mentioned in the contract. The prototype inspection and pre delivery inspection of the buses shall be carried out by JCTSL or any authorized agency of JCTSL. The bus operator shall coordinate for the same. The modifications and mandatory changes as instructed by JCTSL shall be incorporated by the OEM/Bus operator before final acceptance by JCTSL.

1.8 Revenue Sources
The Operator will receive premium(revenue) per kilometer as per the quotations submitted by the operator, for 8 years and can be extended further up to 2 years, as per the decision of the competent authority of the State/ JCTSL.

Fare collected from the users on the buses will be retained by the JCTSL, or any authority/collection agency assigned by JCTSL; and the operator will have no share in such revenue.

1.8.1 Calculation of Kilometers
i. The JCTSL shall pay hire charges through Escrow Account for the actual effective kilometers at the rate determined through the Bid process.
   1) Distance operated for making payment will be reckoned from the nearest bus stop on the designated route point for plying vehicles as per the kilometers of the trip distance as per time table.
   2) Distance travelled by the Contracted Bus from the Bus Depot/Parking Space to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot/Parking Space at the end of the day’s service shall not be considered.
   3) Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the JCTSL for specific and special requirements, shall be considered.

ii. The Operator shall make available the bus for minimum service hours as decided by JCTSL. In case a bus is not made available for service hours as decided by JCTSL in a day, it will not be counted as a day for the purpose of reckoning the number of days operated in a month.

iii. In case of cancellation of kilometers trips for any reason payment shall be made for actual km operated.

iv. Bus Kilometers shall not constitute the following:
   1) Any kilometres travelled by the Contracted Bus to a maintenance facility set up by the Operator at the Bus Depot/Parking Space provided by JCTSL or for any travel not authorized by JCTSL.
   2) Distance travelled by a Contracted Bus to fueling facility set up by the Operator at the
Bus Depot/Parking Space provided for by JCTSL.

3) Kilometres from the point of the breakdown to the destination point in case of breakdown wherein JCTSL can divert the passengers to any other hired bus of JCTSL.

v. Increase in route kilometer due to enforcement of law and order shall not be reckoned for hire charges where JCTSL has not changed its fare structure.

vi. Operator is free to keep spare diesel buses for smooth running of contracted Diesel Buses. The Operator shall at all times during the contract period maintain 96% of the buses every day excluding 2 days in a month for maintenance. If it fails to provide, additional penalty will be charged as per mentioned in the RFP for Deficiency and Incident Wise Damages/ Fines of the agreement.

vii. In case of an accident where the bus is detained by police authorities or impounding of vehicle by any other statutory authority, penalty will be imposed for the period for which the vehicle is detained or impounded by the authorities.

1.8.2 Payment of Bills

The JCTSL shall compute and provide payment to the Operator through Escrow Account for every Payment Period, from when the first of the Contracted Buses commences service. The data of total number of kilometers that the Contracted Buses have travelled for the aforesaid period will be collected from all Depot Managers at Traffic Manager Level. Such calculation shall be made using actual survey manually with the supervision of the JCTSL’s staff / Global Positioning System (GPS).

1.8.3 Basis for Payments

The bidder shall quote his rate per kilometer charge per bus in “INR per km.” for operation of buses to be given to JCTSL “On hire” as per the terms and conditions specified in the contract. The charges quoted will be effective for the contractual period from the date of operation under the contract with the provision for revision in the Hiring Charges to cover the upward price escalation annually from 3rd year of contract.

1.8.4 Payment Terms

a) Invoicing Period

i. Monthly(s) Bills for the payment of hire charges as per provision laid above shall be prepared by the Operator and submitted with receipt along with the certificate of authorized official of the JCTSL on every 5th day of succeeding month. The Operator shall submit an invoice specifying:

ii. Registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,

iii. Bus Kilometers travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)

iv. Applicable Kilometer Charge for the period for the particular type of Contracted Bus.

v. GST tax, and any applicable surcharge on it, if any, payable on the amount as per provision of sub clause below.

vi. The Operator shall submit invoice strictly for the operated kms after deducting, if any, fines imposed under agreement by JCTSL, for the payment period provided by JCTSL (here in together referred as “Invoice Amount”).
b) Payment Period
i. The JCTSL shall, within a period of 5 (Five) days of the receipt of invoice, will check JCTSL’s internal record and make payment of the total invoiced amount through Escrow Account. In case of expiry of the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.

ii. All payments shall be made by the JCTSL to the Operator after making any tax deductions at source under Applicable Law.

c) Method for Calculation of Payment - The Escrow payment for Bus Kilometers for actual Bus Kilometers per each Contracted Bus deployed shall be calculated as:

Payment = Applicable Kilometer Charge for Contracted Bus \times Operated KM

(Where Operated KM is Bus Kilometers Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)

- Any Fines levied shall be adjusted from the Payment subject to provisions of this Agreement.
- The GST as applicable shall be payable extra by the JCTSL

Any increase in the unit price of the Diesel shall be regulated by the formula mentioned below:
Jaipur City Transport Services Limited, Jaipur shall not be liable to make any other payments such as those arising from maintenance or operations of buses.

\[ R = [R\text{-base}] + [R\text{-base} \times 0.45 \times (F - F\text{-base})/F\text{-base}] + [R\text{-base} \times 1.2 \times 0.35 \times (W - W\text{-base})/W\text{-base}] \]

Where
- \( R \) is Applicable Kilometre Charge for the payment period
- \( R\text{-base} \) is the Base Kilometre Charge
- \( F \) is present Price of Diesel/Unit
- \( F\text{-base} \) is Base Year Price of Diesel/Unit
- \( W \) is Present Year Wholesale Price Index.
- \( W\text{-base} \) is base year whole sale price Index.

d) Guarantee to operate particular number of kilometers - The JCTSL hereby assures the Operator that the Operating plan will be formulated so as to ensure that the Bus Kilometres travelled by each of the Contracted Buses, in daily basis is 210 Kms at annual assured fleet level. The Total kms shall be calculated as per the fleet size at the end of each month.

e) Assured Payment after Reconciliation
i. Payment for Unutilised Kilometers

In the event that the JCTSL is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of kilometers operated per Contracted Bus is not equal to the Assured Bus Kilometers, JCTSL will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices
presented by the Operator, an amount which shall be determined as follows:

Assured Payment Amount for Unutilised Kms = 0.75 x (Tm - Ta) x Applicable Kilometer Charge

Where,

Tm = Assured Bus Kilometers
Ta = Actual Bus Kilometers Operated by the Contracted Bus during the relevant period that has triggered this provision.

It should be noted that the Assured Payment Amount will not be payable for any shortfall in Kilometers of the Fleet that arises due to:

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

ii. Payment for Excess Kilometers

If the Contracted Buses operated under this Agreement exceed the Assured Bus Kilometers, then the Kilometer Charge payable applicable for such additional kilometers in excess of the Assured Bus Kilometers shall be calculated as follows;

Assured Payment Amount for Excess Kms = 0.75 x (Ta - Tm) x Applicable Kilometer charge

Where

Ta = Actual Bus Kilometers Operated by the Contracted Bus during the relevant period that has triggered this provision
Tm = Assured Bus Kilometers

iii. The JCTSL shall provide the Operator with a notice of the calculation with the supporting data (the kilometers travelled by each of the Contracted Buses comprising the Available Fleet).

iv. The JCTSL shall have right to compute on its own and verify the Assured Kilometers. The JCTSL shall compute and provide to the Operator, every quarter from the COD for the respective lot of buses, the total number of Kilometers that the Available Fleet has travelled for the aforesaid period. Such calculation shall be made manually or using GPS.

v. With respect to sub clauses (iii) and (iv) herein above, the provision of clause 1.8.4 shall be also used to determine Assured kilometers.

vi. Any dispute regarding kilometers operated/payments received shall be taken up with the Depot Manager of respective depot within one month from date of receipt of payment. Claims raised after one month shall be treated as null and void. The disputes shall be heard and settled by Regional Manager.

vii. Income tax at source would be deducted from the payment made to the Operator as per rules in force from time to time.

1.9 Implementation

Operator shall make the buses available after due inspection, registration etc. complete with all documents, certificates as required as per the schedule given in the agreement, and shall
commence their operations as per the duty schedule, on routes, trips etc. as directed by JCTSL or authorized representative from time to time. Coownership of the Buses will not be allowed.

1.10 **Right to Inspect buses, Support Facilities and Documents/Records**

1) JCTSL reserves the right to inspect/arrange inspection through an authorized agent of any bus and support facility used/provided by Bus Operator

2) JCTSL reserves the right to inspect/arrange inspection through an authorized agent of any all relevant documents/records of bus operations / records including the books of accounts of statutory payments like, PF, ESIC, Service Tax, etc. of Bus Operator at any time to monitor compliance with Bus Operator obligations.

1.11 **Ownership & Protection of Property**

JCTSL shall retain the title and ownership of any site/land allotted by JCTSL to Bus Operator for purposes of carrying out Bus Operators obligations in relation to bus operation. Such title and ownership of JCTSL in respect of any such site/land shall not pass to Bus operator.

1.12 **Intellectual Property Rights**

JCTSL may in its sole discretion allow the use of any and all buses used specifically for JCTSL in relation to the bus operations by bus Operator to a third party for the purpose of advertisements etc. inside/outside the buses. However, the Bus Operator will have no share in such revenue.

The Operator undertakes that it shall not, in any manner, use the name or identity of the Project shareholders to advertise or display its own identity, brand equity or business interests, including those of its shareholders.

1.13 **Suspension**

On the occurrence of any of the following events, JCTSL shall by 15 days written notice of suspension, suspend any agreements as set forth in the Bus Operator Agreement which may have been granted to the Bus Operator there-under:

1) In the event and to the extent JCTSL is required to do so by any direction/instruction of the authority or any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), Guideline (s) or court order.

2) In the event Bus Operator fails to perform any of its obligations under the Bus Operator Agreement as required (including the carrying out of any services there-under).

3) if the direction, instruction, or order issued by JCTSL related to bus operation and maintenance is not complied/adhered with

Any such notice of suspension issued by JCTSL to Bus Operator shall specify the nature of the failure and may request the Bus Operator to remedy such failure within a specified period, as stated in the suspension notice, JCTSL may remove any such suspension after remedying by the operator or after imposing penalty or taking other appropriate actions as per provisions of the RFP.

Failure to remedying by the operator may lead to termination of the contract and on termination of contract performance guarantee and bank guaranty towards VGF may be forfeited.
1.14 Term of Bus Operator Agreement
The total term of the bus operator agreement shall be 8 (eight) years and can be extended further, as per the decision of JCTSL, commencing from the date of execution of Bus Operator Agreement between JCTSL and Operator.

1.15 Termination for Default
1) Without prejudice to any other rights available to JCTSL for breach of contract or otherwise JCTSL may in its sole discretion terminate the Bus Operator Agreement in whole or in part if:
   i. Bus Operator fails to perform any of Bus Operator's obligations set forth in the Bus Operator Agreement; and / or
   ii. Bus Operator fails to adhere to the timelines set forth in the Bus Operator Agreement for performance of Bus Operator's obligations thereunder; and / or
   iii. Bus Operator fails to comply with the applicable laws, rules, regulations, and directions by the JCTSL. JCTSL shall however issue a 15 days show cause notice before actually terminating the contract and will allow the Bus Operator to respond to such show cause notice.

2) In any of the above-mentioned conditions, JCTSL shall have the right to invoke the Performance Guarantee and bank guarantee towards VGF, or take any other action including provisioning of buses through another bus operator agreement with any replacement Bus Operator selected by JCTSL in its sole discretion. Upon expiry or earlier termination of the Bus Operator Agreement, Bus Operator shall transfer free of cost the possession of any equipment installed on the bus depot by JCTSL for the Bus operations.

3) If Bus Operator, having been notified, fails to remedy the defect(s) within a timeframe specified in the RFP towards Service Level, JCTSL may proceed to take such remedial action as may be necessary, at Bus Operator's risk and expense and without prejudice to any other rights which JCTSL may have against the Bus Operator under the Bus Operator Agreement. The Operator shall also be black listed, if the Agreement is terminated because of fault or insolvency of the Operator.

At any time during the Validity Period, the Performance Security is partially or completely encashed by the JCTSL in accordance with the provisions of this Agreement, the Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which the JCTSL will be entitled to terminate this Agreement.

1.16 Termination for Insolvency, Dissolution etc.
JCTSL may at any time terminate the Agreement by giving written notice to Bus Operator without any compensation to Bus Operator, if Bus Operator becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the JCTSL, provided that such termination will not prejudice any other rights of JCTSL. In the case of such an event, provisions of this section shall be applicable.

This agreement shall be executed on the understanding that there will be no change in the legal
and beneficial ownership of the Operator. If the Operator is a partnership firm or corporate body and there is any change in the composition of partners/directors or their profit-sharing ratio/shareholding pattern, the Operator shall be required to intimate of such change to the JCTSL. in case of failure to obtain the permission, the same shall be treated as default by Operator and the consequences for non-fulfilment of obligations shall follow.

1.17 Force Majeure
1) JCTSL shall not forfeit Bus Operator’s Performance Guarantee or charge liquidated damages or terminate the Bus Operator Agreement for default, if and to the extent that delay in performance or failure to perform Bus Operator’s obligations under the Bus Operator Agreement is the result of an event of Force Majeure.
2) For purposes of this Clause, “Force Majeure” means an event beyond the reasonable control of Bus Operator. Such events may include wars or revolutions, fires, floods, heavy rains, epidemics, quarantine restrictions and freight embargoes etc.
3) If a Force Majeure situation arises, Bus Operator shall promptly notify JCTSL in writing of such conditions and the cause thereof with supporting documents. Unless otherwise directed by JCTSL in writing, Bus Operator shall continue to perform its obligations under the Bus Operator Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

1.18 Surrender of Cluster(s)/Route(s) by the Operator
Any way surrender of Cluster(s) / Route(s) shall not be permitted. If any specific Route(s) is surrendered, it will also lead to surrender of all Route(s) and agreement will be terminated. In case an Operator chooses to surrender the Route(s) allotted as per the Agreement before completion of the term then the Performance Guarantee and VGF Guarantee given by the Operator shall be invoked and amount forfeited.

1.19 Preference to the operator
In case of increase in number of buses during the tenure of this agreement period, the successful bidder shall be given preference to operate the buses on the Route(s) awarded to him under this agreement, on the same terms and conditions as floated in RFP for New Buses, with a provision of first right to accept or reject the offer.

1.20 Bus Operator not to benefit from Commissions Discounts etc.
The payment to the Bus operator shall constitute the Bus operator’s only payment in connection with this Contract and Bus operator shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bus operator shall use its best efforts to ensure that any Sub-contractor, staff, etc. of the bus operator shall not receive any such additional payment.

1.21 Bus Operator and affiliates not to engage in certain Activities
The Bus operator agrees that, during the term of this Contract and after its termination, the Bus operator and any entity affiliated with the Bus operator as well as any Sub-contractors only for maintenance purposes shall be disqualified from providing bus related services which may
affect smooth execution of the services. Encumbrances on buses shall not allowed without prior permission from the JCTSL.

1.22 Notification of Claims
The Operator and JCTSL shall give each other prompt notice of any claim relating to any Insurance affecting the Project Facilities and Buses together with full details of the incident giving rise to such claim.

1.23 Representation and Warranties of Operator
The Operator hereby represents, assures, confirms and undertakes to JCTSL as follows:

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

2) That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement;

3) The each of its employees, workmen, personnel and staff (including sub-contractor) assigned to perform services as enshrined in this Agreement shall have proper skill, training and background for his/her level of competence so as to be able to perform and fulfill his/her responsibilities in a competent and professional manner. Further, all remuneration, salary, costs and expenses of such employees, workmen, personnel and staff shall be borne solely by the Operator;

4) Nothing in this Agreement conflicts with its memorandum and articles of association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and

5) This Agreement will be valid, legal and binding against it under the Indian Law.

1.24 Severability
If any provision of this Agreement shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

2 SCOPE OF SERVICES

2.1 Duties/ responsibilities of bus operator towards operation of buses

1) The operator has to deploy new fleet of buses.

2) All operating and maintenance cost, registration, road tax, permits, insurance, PUC and other cost required for operating the services will be borne by the bus operator. if, after the date of this Contract, there is any change in the Applicable Laws in Rajasthan and in India with respect to taxes and duties, it shall be completely borne by the Bus Operator.

3) The JCTSL shall ensure that vehicles are pld by authorized drivers holding heavy Commercial Vehicle Driving License and other conditions laid down by State Transport Authority/MV Act/ JCTSI/ Traffic Police.

4) The driver shall deployed by JCTSL will be required to wear the uniform as approved by JCTSL, with the JCTSL badge displayed on the left side of his chest.

5) JCTSL logo, Bus route map will have to be displayed on the vehicle along with route
by JCTSL, with the JCTSL badge displayed on the left side of his chest.
5) JCTSL logo, Bus route map will have to be displayed on the vehicle along with route descriptions.
6) The drivers deployed shall bear high moral character and shall be courteous and polite to the commuter and other competent authority.
7) All drivers shall be required to undergo regular training and/or refresher courses as prescribed by JCTSL. The cost and expenses in respect of such refresher courses for drivers shall be borne by the JCTSL.
8) The operator shall exercise such supervision as is necessary to ensure that the vehicle is operated in conformity with the Motor Vehicles Act/Rules/Instruction issued by the JCTSL/competent authority with due regard for the comfort, convenience and safety of passengers carried and shall not use or cause or allow to use the vehicle in the commission of an offence under the Indian Penal Code or local or special laws or any statutory control order and rules made thereunder. The vehicle shall be kept neat and clean at all times during the operation. In case of noncompliance of the same by the operator, a fine shall be imposed on the operator as per clause stated in the RFP.
9) The Operator shall ensure that the vehicle stops to pick up and allow the passengers to get off at the designated Bus Stop.
10) First Aid Box and two fire extinguishers shall be provided and made available during full contract duration in the buses, as per applicable rules in the vehicle and shall be maintained and kept up to date.
11) All statutory obligations under Labour laws and any enactments for benefit of employees of the operator shall be scrupulously observed by the operator. The operator shall abide by and comply with all the relevant laws and statutory requirements covered under various laws and act as applicable from time to time with regard to the Labour/personnel engaged by the operator.
12) Routes once granted shall be subject to change at any time during the term of the Contract as per the requirement of JCTSL.
13) The staff employed by the operator shall not be construed to be the employees of JCTSL and as such shall have no rights and / or claims against JCTSL and JCTSL shall not be liable for any acts or omissions on the part of the staff/employee of the successful operator.
14) To arrange for regular preventive maintenance and break down repairs as per Service Schedule of the original equipment manufacturer etc. through an annual maintenance contract with the bus manufacturer or his authorized dealers or through other well-equipped workshops maintained at his own cost. If the operator maintains on his own, then for every group of Route(s), Operator will have to engage minimum 5 staff comprising of 1 electrician 2 mechanics and 2 helper for every 50 buses.
15) The Bus Operator must deliver to JCTSL every six month, on February 1st and July 31st each year, and during the term of this contract, a certification issued by the supplier or his dealers authorized and accredited by JCTSL. The certification for each vehicle must include the following:
   i. that the maintenance procedures recommended by the suppliers have been carried out, on the conditions and with the regularity recommended, indicating date, number of kilometers, work done, spare parts used and cost, according to
ii. That the quality of the maintenance work done is adequate in terms of the needs of the vehicle for its optimum operation in conditions of consistency and safety for users.

iii. The bus operator will guarantee the sound mechanical condition of the vehicles which comprise its fleet. For this reason, the preventive and corrective maintenance must meet minimum standards of frequency and qualification of procedures regarding the technology of the vehicles which comprise the fleet, which in any case, may be monitored and supervised by JCTSL. For this purpose, the bus operator is obliged to make available to JCTSL or its assignee, the vehicles in order to make the technical checks to ensure that they are in good condition as and when required.

16) In addition to above, JCTSL will conduct frequent checks for compliance of the maintenance & roadworthiness of each contracted bus. This evaluation may be done by the JCTSL or/and its authorized representative. The schedule of the routine checks* will be as follows:
   i. In first year of contract: once in a year
   ii. 2nd, 3rd and 4th years of contract: twice in a year
   iii. 5th year and onwards of contract: thrice in a year
   iv. A log will be maintained by the JCTSL and copy shall be made available to the Operator in format as prescribed by JCTSL. JCTSL can check the fleet, as and when, it feels so to ensure proper upkeep and maintenance of the fleet.

17) After evaluation of the buses, JCTSL will issue a status report and instructions for the maintenance of each bus and direct operator to take necessary action on these instructions. If instructions are not complied then penalty under clause stated in the RFP will be imposed.

18) Operator will have to comply with various instructions issued by the JCTSL within the stipulated time frame as decided mutually by the Operator and JCTSL; any extension in the compliance duration will be on mutual agreement. In case of non-compliance of such instructions within the stipulated time frame, it will attract penalties as per clause stated in the RFP.

In case of non-compliance of instructions regarding maintenance of the fleet the JCTSL may carry out such maintenance activity at its own cost which shall be recovered from the operator which shall not be subject to any dispute. In case of non-payment of such expenses, appropriate action will be taken under the suspension and termination clause of the RFP.

19) All cost / penalties, if any imposed for committing Traffic/Tax Offences shall be borne by the Operators.

20) To keep the Buses road-worthy in accordance with the provisions of the Central/State Motor Vehicles Acts/Rules and other applicable regulations the operator shall carry out necessary repairs and maintenance at his cost and expenses. The record of all preventive maintenance activities shall be kept in the bus maintenance log book and duly authenticated by the person in charge of carrying out bus maintenance on behalf of the JCTSL. The log books shall be produced for inspection to the officials of the JCTSL as
authenticated by the person in charge of carrying out bus maintenance on behalf of the JCTSL. The log books shall be produced for inspection to the officials of the JCTSL as and when demanded.

21) To ensure the Insurance of the Buses is kept alive including covering third party and commuter risk during the entire terms of the Contract.

22) To produce the Buses for inspection by JCTSL officials at the time of Selection and also subsequently as and when required by JCTSL.

23) In the event of vehicle getting damaged beyond repair, to arrange for replacement of vehicle.

24) To display the photographs of the authorized drivers with particulars/antecedents inside the vehicle.

25) To ensure the proper speed limits for different routes as may be notified by the competent authority.

26) To ensure compliance with the scheduled operation as prescribed by JCTSL from time to time.

27) To ensure that the personnel engaged by the operator do not involve in any subversive activities, disruption in normal services and inconvenience or and harassment to the commuters. The personnel engaged by the operator are required to be police verified.

28) To abide by all statutory provisions including those made under various labour enactments.

29) JCTSL shall not be liable for any criminal and/or civil liability arising out of any accident or any action of sort arising out of this Bus operation and in such cases the operator shall be responsible for defending in the criminal and/or civil court. The operator will indemnify JCTSL against any such act. Proper records shall be maintained by operator and yearly certificate submitted to JCTSL.

30) To meet all stipulated inspection schedules by JCTSL/State Transport Authority etc. from time to time.

31) Payment for Comprehensive Insurance Policy will be made by the Bus Operator, where all risk of vehicles, passengers, drivers & conductors will be covered. Any claim related to bus operation of any kind shall be covered in the Comprehensive Insurance Policy.

32) To submit, information, data, returns, reports, certificates etc. as per the requirements of JCTSL, from time to time at the defined place and within the stipulated time in relation to provisioning and operation of buses.

33) To allow adequate supervision of the execution of the contract by JCTSL or by the auditors, inspectors and supervisors appointed by JCTSL allowing full and unrestricted access to any installation, equipments, buses and information by personnel authorized by JCTSL.

34) To maintain adequate conditions of cleanliness and security of the buses. The bus operator shall also ensure that:

i. There is no discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non-painting of any repaired work inside and outside the bus and the advertisement displayed on the buses. In order to avoid discoloration etc., he will have to paint the bus (inside & outside) at least once in two years.

ii. There is no fixing of any additional lights, gadgets, guards, fixtures, etc. on the
exterior of the bus without prior approval of JCTSL. The Bus signages inside and outside the buses shall be maintained by the Bus operator.

iii. There is no alternation, missing/defective/damaged/otherwise inoperative part or sub system of bus inside as well as outside related to the passenger comfort and safety.

35) All passenger information system, devices, gadgets are in perfect functional condition.

36) The visits by JCTSL authorized representative to the bus parking/holding/workshop areas for inspection of buses/ premises are conducted without any hindrance and the bus operator provides all the supports for such visits.

37) Buses are not transferred to any other person/owner/agency without written permission of JCTSL; and benami operations are not performed.

38) The constitution/provision of the entity providing buses/services as agreed are not amended without express and written permission of JCTSL.

39) The operator shall follow the Schedule of preventive maintenance, services and major overhauls according to the number of kilometers traveled and internal regulations which enable an evaluation to be made of the need of a corrective maintenance on the basis of information supplied by the driver. Buses will be maintained as per maintenance scheduled as per RFP.

40) The Operator has to ensure due maintenance of the Buses and bear all expenses towards maintenance of the Fleet throughout the Total Contract Period towards maintenance and not claim any additional expenses and JCTSL shall not entertain any such reimbursement claims including any taxes related to it.

2.2 Fines/penalties for deficiency in service quality:
Fines/penalties for deficiency in service quality levels and in other service-related parameters shall be leveled as per details given in the clause stated in the RFP. These fines and penalties shall be paid by the successful bidder/operator within stipulated timeframe from the date of imposition of the fine or else it shall be recovered from the dues payable to the service operator, if recovery as above is not possible for any reason then the JCTSL shall invoke the performance guarantee and recover the dues. These fines/penalties shall be over and above any other fines/penalties imposed by enforcement agencies/police etc. JCTSL shall also be free for any other action as deemed fit in different cases.

JCTSL will prepare and will send to the Operator a written notice imposing the penalties, as and when the circumstances so arise, together with an explanation of the facts identified.

2.3 Advertisement on buses:
The Operator shall have no right to advertise the space on the passenger coaches. The agency for advertisement will be decided on the sole discretion of the JCTSL.

2.4 Parking Places
1) The JCTSL will arrange for the parking place for Buses, as per availability of land/depot. The bus operator shall maintain and operate the bus parking place at his risk. No temporary/permanent structure will be erected without prior and explicit written approval of JCTSL. Land and functional depot will be provided to the bus operator prior to the operator taking
delivery of their first bus. JCTSL will try to ensure that the land/depot is located within city limits.

2) In the identified locations for bus terminals, JCTSL may provide minimum civil infrastructure required for maintenance/operations of buses at its own cost. Instruments required for maintenance/service operations of buses shall be provided by the bus operator at its own cost. The electric/water connection and consumption used by a particular operator, the charges in respect of that shall also be the responsibility of the bus operator.

3) On expiry/termination of contract all infrastructure developed by JCTSL/operator will be transferred to JCTSL free of cost.

2.5 Rights and obligations of the Bus Operator
As a consequence of the agreement between JCTSL and the bus operator, the bus operator shall have following rights:

1) The right to use, the terminals along with civil infrastructure as provided by JCTSL for maintenance/service of buses on a non-exclusive basis.

2) The JCTSL may increase the number of buses up to 50 percent of the original number specified in the NIB, if need be, on the same terms and conditions of RFP.

3) The Operator may subcontract maintenance of vehicles with prior approval of JCTSL only.

2.6 Rights and obligations of JCTSL

2.6.1 The rights of JCTSL
The rights of JCTSL shall include, without limitations, the following.

1) The right to keep the overall control on the System.

2) The right to effectively supervise monitor and evaluate the Infrastructure planning of buses as well as the Bus Transport System.

3) The right to determine the daily operational planning of the System and services of the transport activity to be performed by the bus operator.

4) The right to exercise control of the Bus System operation.

5) The right to levy penalties, fines, etc. and recover the same from the dues payable to the bus operator and or any other funds of the bus operator available with the JCTSL.

6) The right to obtain VGF Guarantee/Performance Guarantee of the value determined by JCTSL for performance of the contract.

7) The right to issue to the bus operator, its employees, agents and contractors, the operating instructions which it may deem convenient in order to guarantee the operational-ability, safety, quality and functionality of the System.

8) The right to supervise the performance and execution of this contract, and to have access to the documents and information where the bus operator’s activities are recorded or expected to be recorded.

9) The right to determine the future developments of Public Transport Services by the JCTSL, in the public interest.

10) The right to supervise and demand proper provisioning of operational arrangements and services for additional fleet from the Operator.
2.7 **Obligations of JCTSL**

The contract awarded to the bus operator establishes the following obligations on JCTSL:

1) To effect, either itself or by proxy, the management, planning and control activities of the Bus System to enable the bus operator to perform the transport activity object of this contract.

2) The JCTSL will ensure that minimum standards recommended by the manufacturers or suppliers of the vehicle or by JCTSL are complied with. The inspection procedure as per frequency and type of inspection for each technical condition specified for the vehicle shall be followed by the operator.

3) The JCTSL or authority assigned by JCTSL will deliver drivers, conductors and auditors for fare-box collection and auditing of the processes.

4) Ensure creation and installation of bus stops at all designated point in city

5) Create dedicated boarding and de-boarding points at key points such as Railway station and airport

6) Provide basic infrastructure for Depot, space for bus parking, etc.

7) Allow Operator to use space inside Depot to install fuel pump/station.

2.8 **Legal Regime**

This contract shall be governed by the civil and commercial norms as applicable in the State of Rajasthan, India, except in matters particularly regulated by law, the norms and decrees replacing, supplementing or amending same and as provided in all other consistent regulations which may be applicable.

The legal jurisdiction of this contract and any matter related thereto shall exclusively be the Jaipur city.

2.9 **Dispute Resolution**

2.9.1 **Amicable Resolution**

a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties, in accordance with the procedure set forth in sub-article (b) below.

b) Either Party may require the Dispute to be referred to the Managing Director (MD), JCTSL for amicable settlement. Upon such reference, both the Parties and the MD or his nominee (who may or may not be an employee of JCTSL) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute.

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement, the same shall be brought to the notice of Principal Secretary/ Secretary Local Self Government, Government of Rajasthan whose decision in this regard shall be final and binding on both the Parties.
If the Dispute is not amicably resolved as above, either Party may refer the Dispute to arbitration in accordance with the provisions of Article below.

2.9.2 Arbitration

1. Arbitrators

Any Dispute which is not resolved amicably as provided in Article 2.9.1 shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators. 1 (One) arbitrator is to be chosen by each Party and the third to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996. The place of arbitration shall be Jaipur. The procedure to be followed within the arbitration, arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

2. Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

3. Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

4. Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

2.9.3 Tax Regime of the Contract

The tax matters of this contract will be governed in accordance with the following:

1) The execution of this contract will be in accordance with the provisions of applicable tax regulations of the State of Rajasthan and Government of India

2) All existing taxes, duties and contributions imposed at the National level, State level or by any territorial entity or any other authority, and which accrue as a result of the execution, signature, performance, compliance or liquidation of this contract will be assumed/borne by the bus operator.

3) The existing taxes, duties or contributions imposed on the title of the assets delivered under administration if any, will be assumed/borne by the bus operator as of the date of the Delivery Certificate of the assets, if any, whether provisional or final.
2.9.4 **Liquidated Damages for the delay**

If the Bus operator delays the delivery of the buses by further 30 days more as above mentioned in the timeline Clause 4.27, then JCTSL may levy Liquidated Damages of One (1) Percent of the amount of performance security for the delay per week per bus. In case of delay in execution of Bus Operator Agreement or delay in the delivery of buses or delay in work as per the said agreement, liquidated damages not exceeding up to the amount of 10 % (ten percent) of the performance security may be imposed. The limit of Liquidated damages will be 10 (ten) percent of the estimated cost of the project.

2.9.5 **ESCROW Arrangement:**

The JCTSL will open an “Escrow Account” with any of the Scheduled/ National Bank of India for the purpose of the project.
CONTRACT AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rajasthan of appropriate value)

Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS-VI Diesel Midi Buses for Operating in Jaipur City

CONTRACT

Between

The Managing Director,
Jaipur City Transport Services Limited,
Jaipur

and

[Name of the Service Provider]

Dated:
CONTRACT AGREEMENT

An agreement made this ............ day of ........... between .................................. (hereinafter called "the Service Provider", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Managing Director, Jaipur City Transport Services Limited, Jaipur-302 005 "the JCTSL" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS:

(a) The JCTSL has requested the Service Provider to provide Services as Bus Operator for Procurement, Operations and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City as defined in this Contract (hereinafter called the "Services")

(b) The Service Provider, having presented to the JCTSL that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract and submitted the required Performance Security for Rupees Two Crores on ---------------- (Date) in the form of Bank Guarantee;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Letter of Acceptance
(b) The finally accepted Financial Bid of the Service Provider
(c) The Conditions of Contract;
(d) JCTSL's requirements and Technical Specifications
(e) The Technical Bid submitted by the Service Provider
(f) Brief Description of Project
(f) Instruction to Bidders/ Service Providers
(g) Notice Inviting Bids/ Proposals

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Letter of Acceptance, The finally accepted Financial Bid of the Service Provider; the Conditions of Contract; JCTSL's requirements and Technical Specifications, the
Technical Bid submitted by the Service Provider; Brief Description of Project; Instruction to Bidders/Service Providers; Notice Inviting Bids/Proposals. Any reference to this Contract shall include, where the context permits, all these documents.

2. The mutual rights and obligations of the JCTSL and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the JCTSL shall make payments to the Service Provider in accordance with the provisions of the Contract.

(c) The Services shall commence on ..........and be completed within a period of 08 years which may further be extended for 2 years.

3. The procedure of Settlement of Disputes shall be as contained in the Conditions of Contract.

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

Signature of the Service Provider

Signature for and on behalf of the Jaipur City Transport Services Limited

Managing Director

Witness No. 1
Witness No. 2
Witness No. 1
Witness No. 2
Tripartite Agreement between Jaipur Smart City Limited, Jaipur City Transport Services Limited (Government Executing Agency/ Line Agency) & the Contractor

This Tripartite Agreement is entered into on this date .......... of .......... (month) ............ (year) for amount of Rs. ................. (in words) for the project titled Procurement, Operation and Maintenance of 100 Midi Diesel BS-VI buses as per RFP No. ____/2019-20.

Between:

1. Jaipur smart City Limited (JSCL), represented by its Chief Executive Officer (CEO) and referred to as First Party.
2. Jaipur City Transport Services Limited, Jaipur (JC'TSL) represented by the Managing Director or its representatives and shall be referred to as Second Party.
3. ____________________(name of the Contractor) who has been awarded the work by the second party and shall be referred to as third party.

Whereas

1. The project work i.e. Procurement, Operation and Maintenance of 100 Midi Diesel BS-VI buses shall be executed as per the provisions of advisory no. 15 issued by the Ministry of Housing & Urban Affairs (MoHUA) on January 14, 2019.
2. The Executive Agency/ Line Agency i.e. Managing Director, JC'TSL shall enter into an agreement with the contractor separately and the said agreement shall not be in contradiction to this Tripartite Agreement.

Obligations of the parties:

1) Obligations of the JSCL (First Party):
   2. Shall, at all times, have the power to monitor and supervise the implementation of the project i.e. Procurement, Operation and Maintenance of 100 Midi Diesel BS-VI buses in accordance with contract conditions and give such directions to the Executing Agency and Contractor as may be necessary for this purpose.
   3. The JSCL agrees to:
      a. Promptly disburse, the amount due and payable after receiving duly verified claim of VGF amount as per terms no. _____ of RFP No. ______ along with the pass orders from competent authority of executing agency, quality control documents and third party inspection compliance reports.
      b. Assist in discharging its obligations under the tender conditions.
2) **Obligations of Executing Agency/Line Agency i.e. JCTSL (Second Party):**

1. Shall execute an agreement with the successful bidder, ensure effective and efficient implementation of the project i.e. Procurement, Operation and Maintenance of 100 Midi Diesel BS-VI buses including supervision, quality control arrangement & mechanism adhering to the rules of financial propriety and schedule of power.

2. Shall execute the works in accordance with the norms and directions issued by GoI/GoR/JSCL from time to time.

3. Shall record all buses measurements in prescribed formats, duly signed and verified by competent technical officers of JCTSL.

4. Shall be responsible to submit timely bills of VGF amount as per term no. _____ of RFP No. _____ duly verified & pass orders signed by competent technical and financial authority of the Executing Agency i.e. JCTSL along with the requisite forms books to the JSCL for payment of VGF to contractor.

5. Shall maintain complete records of buses for the purpose of inspection of agency authorised by JSCL/GoR/GoI.

6. Shall be responsible to give reply to any queries and audit of all levels during & after completion of bus operation and maintenance by the contractor.

7. Shall issue all the relevant certificates as per the rules.

8. Shall be responsible for executing the Procurement, Operation and Maintenance of 100 Midi Diesel BS-VI buses on time and also to maintain the created / developed assets during operation period of the contract.

9. The O&M period of the buses mentioned in the Bid document / agreement will not change/ get affected due to handing over of assets to JCTSL.

10. Shall approve all variations & deviations, time extensions as per the SOP of JCTSL (Executing Agency).

11. Shall execute all the changes, modifications and alterations suggested by JCTSL. within the scope of RFP.

12. Shall get the third party inspection/ evaluation done for the Procurement, Operation and Maintenance of 100 Midi Diesel BS-VI buses from a reputed accredited agency.

13. The JCTSL shall be responsible for the compliance of the third party inspection and shall submit the reports along with the compliance to JSCL.

14. Shall be responsible for compliance of all the conditions of administrative and technical sanctions as per RFP No. _____.

3) **Obligations of the Contractor (Third Party):**

1. To follow all terms & conditions of contract document i.e. RFP.

2. Timely procurement of buses and its operation and maintenance as per specifications of RFP.

3. To keep and maintain bus record and allow inspection by any person authorised by JSCL/JCTSL/GoI/GoR and provide full assistance during inspection
4. To carry out all changes, modifications & alterations desired by JCTSI. & JSCL.
5. To ensure the compliance of third party inspection and submit compliance report to Executing Agency and JSCL.
6. Ensure Safety standards and operational controls of buses at all times as per the relevant IS Code application MVR.

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1. Chief Executive Officer, Jaipur Smart City Ltd.  
(First party)

2. Authorised Signatory  
(Second Party)

3. Authorised Signatory  
(Third Party)

Name of Witness:  
Name of Witness:  
Name of Witness:

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Date  
Place
Tender Inviting Authority: Managing Director, JCTSL, Jaipur

Name of Work: Selection of Bus Operator for Procurement, Operation and Maintenance of Fully Built 30 AC and 70 Non-AC BS VI Diesel Midi Buses for Operating in Jaipur City

Contract No: NIB No. 09 / 2019-20

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<tr>
<th>Name of the Bidder/ Bidding Firm / Company</th>
<th>PRICE SCHEDULE</th>
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<td>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</td>
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<td>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</td>
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<td>1. Each bidder must quote per kilometer rates after thorough reading of the RFP document, Draft Agreement and Response to Queries/ Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.</td>
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<td>2. The Bidder may be asked to submit component wise breakup of the quoted rate.</td>
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