



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division



Request for Proposal  
For

Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

Tender Notice No: **ST/TR/ORDHIRED/1361**

Date of Issue: **14<sup>th</sup> June 2022**

Tender Price: **Rs.22,420 /- (Inclusive of GST) i.e. Rs 19000/- + 18% GST**

Issued By:

MAHARASHTRA STATE ROAD TRANSPORT CORPORATION  
MAHARASHTRA VAHTUK BHAVAN,  
TRAFFIC DEPARTMENT, 3rd FLOOR,  
DR. A. N ROAD, MUMBAI CENTRAL,  
MUMBAI – 400 008

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## Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

### 1 Disclaimer

This Request for Proposal (RFP) for “**Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division**” is issued by Maharashtra State Road Transport Corporation (MSRTC).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MSRTC, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MSRTC. It does not purport to contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MSRTC Project, the regulatory regime which applies thereto and by and all matters pertinent to the MSRTC Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MSRTC Project. MSRTC shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MSRTC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MSRTC in selecting the Bidder who qualifies through this RFP shall be final and MSRTC reserves the right to reject any or all the bids without assigning any reason thereof. MSRTC further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MSRTC may terminate the RFP process at any time without assigning any reason and upon such termination MSRTC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



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**1.1 Abbreviations**

<b>Abbreviation</b>	<b>Description</b>
<b>DSC</b>	Digital Signature Certificate
<b>EMD</b>	Earnest Money Deposit
<b>GCC</b>	General Contract Conditions
<b>GoM</b>	Government of Maharashtra
<b>HSD</b>	High Speed Diesel
<b>MSRTC</b>	Maharashtra State Road Transport Corporation
<b>NDA</b>	Non-Disclosure Agreement
<b>PDF</b>	Portable Document Format
<b>RFP</b>	Request for Proposal
<b>SD</b>	Security Deposit
<b>SLA</b>	Service Level Agreement
<b>TEC</b>	Tender Evaluation Committee
<b>VC &amp; MD</b>	Vice Chairman & Managing Director
<b>DAO</b>	Divisional Account Officer
<b>DTO</b>	Divisional Traffic Officer
<b>AO</b>	Account Officer
<b>GMT</b>	General Manager (Traffic)
<b>LOA</b>	Letter of Award



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## 1.2 Key Terms- Definition

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MSRTC.
Bidder(s)/Agency/ Operator/Supplier	Business Organization/Firm who shall supply, operate and maintain buses
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Authority/ Corporation	This means Maharashtra State Road Transport Corporation (MSRTC).
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract / Project Period	<b>Date of Signing of contract + 02 months for prototype approval from MSRTC + 04 months of supply of buses + 7 years of operation, support and maintenance. Contract period can be further extended for 1 year with mutual consent.</b>
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MSRTC, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MSRTC to demonstrate commitment and intention to complete the process of selection of Bidder for implementation of ERP in MSRTC.
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.





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Term	Definition
Subcontractor	This means person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.
SPV	“SPV” means Special Purpose Vehicle formed by the Successful Bidder shall mean a limited company, as defined and incorporated under the Companies Act, 2013, where required to be formed for each Project.
Employer	This shall mean MSRTC and is the party who will employ the selected bidder to carry out the Works through contractual engagement.



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### 1.3 Tender Notice

#### TENDER NOTICE

Tender Ref No: **ST/TR/ORDHIRED/1361**

Date: - **14.06.2022**

MSRTC, a leading Passenger Road Transport Organization, invites sealed tenders in two bid system (Technical bid and Financial bid) from reputed experienced professional organizations for “**Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division**”. MSRTC intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before **14.06.2022**. For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 22,420/- {19,000 + 3,420 (GST @ 18%)}** (non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MSRTC reserves the right to reject any/all applications without assigning any reasons whatsoever.

#### **DISCLAIMER**

1. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in these tender documents under "**TENDER SCHEDULE**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the M.S.R.T.C. and the Bidder. However, M.S.R.T.C. takes no responsibility, and will not liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MSRTC will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. M.S.R.T.C. will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidder must get done all the e-tendering activities well in advance.



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#### 1.4 Tender Schedule

Sr. No	Particulars	Start Date	End Date
1	Tender Publish	14/06/2022 17.00 IST	-----
2	RFP Document Download	14/06/2022 17.00 IST	07/07/2022 17.00 IST
3	Last date of submission of Pre-Bid Queries	14/06/2022 17.00 IST	28/06/2022 17.00 IST
4	Pre-Bid Meeting	30/06/2022 12.00 IST	.....
5	Last date of Bid Submission	.....	07/07/2022 17.00 IST
6	Technical Bid Opening	08/07/2022 17.30 IST	
8	Commercial Bid Opening	Will be declared after technical scrutiny	.....

#### Note-

- **Earnest Money Deposit: INR 15,00,000/- (Rupees Fifteen Lakhs only)** through online payment mode.
- All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd on 020-3018 7500
- Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation.
- Cost of tender form of **INR 22,420/- (Twenty-Two Thousand Four Hundred and Twenty only) i.e. Rs 19,000 /- + 18% GST** should be credited in to M.S.R.T.C. fund account by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- The electronic tendering system for M.S.R.T.C will be available on separate sub-portal with URL <https://mahatenders.gov.in>.as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.



## Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

### 2 Invitation for Bids

MSRTC hereby invites Proposals from reputed, competent and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the “**Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division**” as detailed in **Clause 3.26** of this RFP document.

The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class – II or higher) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Agency such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Please Connect with National Informatics Center (NIC) for technical query related to DSC Key.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

E-Mail Support

Technical - support-eproc(at)nic(dot)in

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions.

The summary of details with regard to this invitation of bids are listed in the table below :-

S No	Items	Description
1.	RFP Reference No.	<b>ST/TR/ORDHIRED/1361</b>
2.	Name of the Project	RFP for “Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division”
3.	RFP Document Download Start / End Date & Time	Start Date: <b>14/06/2022 17.00 IST</b> End Date: <b>07/07/2022 17.00 IST</b> Please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>



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S No	Items	Description
4.	Last date to send in requests for clarifications	All the queries should be received on or before through email only with subject line as follows: <b>“Pre-Bid queries - &lt;Agency’s Name&gt;”.</b>  The queries shall be submitted in Excel and should be submitted as per the format prescribed in <a href="#">Clause 6.3</a>  The Pre-Bid queries to be sent to the Email Id: <a href="mailto:gmtraffic@msrtc.gov.in">gmtraffic@msrtc.gov.in</a> ; <a href="mailto:mctopn@gmail.com">mctopn@gmail.com</a>
5.	Address	Maharashtra Vahtuk Bhavan, Traffic Department, 3 <sup>rd</sup> Floor, Dr. A. N Road, Mumbai Central, Mumbai – 400 008, Website: <a href="https://www.msrtc.maharashtra.gov.in">https://www.msrtc.maharashtra.gov.in</a> , Email: <a href="mailto:gmtraffic@msrtc.gov.in">gmtraffic@msrtc.gov.in</a> Tel No – 022 23023930 / 23023936
6.	Pre-Bid meeting	<b>Pre-Bid Meeting for HSD Buses</b> <b>Thursday, June 30th · 12:00 – 1:00pm</b> <b>Google Meet joining info</b> <b>Video call link:</b> Pre Bid Meeting for E-Tender for HSD Ordinary Buses on Hired Basis Thursday, June 30 · 12:00 – 2:00pm Google Meet joining info Video call link: <a href="https://meet.google.com/dzv-eqhv-nfs">https://meet.google.com/dzv-eqhv-nfs</a>  <b>Pre-Bid meeting to be attended virtually only</b>
7.	Last date (deadline) for submission of bids	<b>07/07/2022 17.00 IST</b>
8.	Tender Fee to be paid via Online Payment Gateway mode only.	<b>INR 22,420/- (including GST)</b>
9.	Date Time and Place of opening of Technical Proposals	<b>08/07/2022 17.30 IST</b>
10.	Date Time and Place of opening of Financial Proposals	Will be intimated later to the technically qualified bidders
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	<b>INR 15,00,000/- (Rupees Fifteen Lakh Only)</b>
12.	Security Deposit	The value of Security Deposit shall be INR. 50,000/- per bus, and the final value shall be based on the actual no. of buses supplied. For any new order placed with the bidder, the bidder shall have to submit new security deposit at the rate INR 50,000/- per bus.



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S No	Items	Description
		To be submitted within 15 days from date of notice/letter of award of the contract or as intimated in the work order issued by MSRTC.  Bank guarantee shall be valid for 6 months post end of Contract Period.  If the contracts get extended, the validity shall 6 months beyond extended contract completion date
13.	Last date for signing contract	Within <b>30 (thirty) days</b> after Letter of Award/Work Order or as intimated by MSRTC.  If the agreement is not signed within the time frame, MSRTC shall reserve the right to revoke the offer made, at the discretion of Hon'ble VC & MD, MSRTC.
14.	Bid Validity Period	180 days from the date of submission of Bid
15.	Contract Period	Date of Signing of contract + 02 months for prototype approval from MSRTC + 04 months of supply of buses + 7 years of operation and maintenance.  <b>Contract may be further extended for a period of 1 year with mutual consent.</b>
	<b>Contact Person</b> <b>General Manager (Traffic), Maharashtra Vahtuk Bhavan,</b> <b>Traffic Department, 3rd Floor</b> <b>Dr. Anandrao Nair Marg,</b> <b>Mumbai Central,</b> <b>Mumbai – 400 008</b> <b>Website - <a href="https://www.msrtc.maharashtra.gov.in">https://www.msrtc.maharashtra.gov.in</a>,</b> <b>Email: <a href="mailto:gmtraffic@msrtc.gov.in">gmtraffic@msrtc.gov.in</a>; <a href="mailto:mctopn@gmail.com">mctopn@gmail.com</a></b> <b>Tel No – 022 23023930 / 23023936</b>	

*Note: Prospective Bidders may visit MSRTC Traffic Department for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.*



## Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

### 3 Instructions to Bidders

#### 3.1 Introduction of MSRTC

Maharashtra State Road Transport Corporation (MSRTC) is a leading passenger road transport organization in the country, having a fleet strength over 17,000 buses and operating approx. 85,000 bus trips/day. More than 65 lakhs passengers (on an average) are availing MSRTC's services daily.

MSRTC's organizational setup is as under:

Offices	Numbers
Central Office	1
Divisional Offices	31
Depots	250
Central Workshops	3
Tyre Retreading Plants	9
Central Training Institute	1
No. of bus stations	607

The three tiers of the organization, namely Central Office, Division and Depot setup are in existence in MSRTC. Central Office decides the policy and it is implemented through divisions and from division to depots.

#### 3.2 Purpose

MSRTC hereby invites proposals from reputed, competent and professional companies for a period of five years, who meet the minimum eligibility criteria as specified in this bidding document for **“Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division.”** This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in [Section 4](#) of this RFP document.

#### Address for Correspondence & Contact Person:

General Manager (Traffic)  
Traffic Department, Maharashtra Vahtuk Bhavan,  
3rd Floor, Traffic Department, Dr. Anandrao Nair Marg,  
Mumbai Central, Mumbai – 400 008  
Website: <https://www.msrtc.maharashtra.gov.in>  
Email: [gmtraffic@msrtc.gov.in](mailto:gmtraffic@msrtc.gov.in); [mctopn@gmail.com](mailto:mctopn@gmail.com)  
Tel No – 022 23023930 / 23023936



### 3.3 Consortium

The Bidders are allowed to form Consortium subject to the following conditions:

1. The number of Consortium members cannot exceed three, including the Lead Member. Bidders can form SPV. The details pertaining to the SPV is mentioned in [Clause 3.4](#).
2. Consortium should comprise of Bus operator/OEM / Financial Aggregator. In case of consortium, lead bidder can be an OEM / Bus operator/Financial Aggregator. In case of no consortium, the Bidder must be a bus operator.
3. The Lead member in case of consortium should have the majority stake in the Project; stake being calculated from the detailed roles and responsibilities defined for the Consortium and as declared in the Proposal.
4. (In case of 2 (two) Consortium member Majority Stake of Lead Bidder should be greater than 51%; In case of 3 (three) Consortium member Majority Stake of Lead Bidder should be greater than or equal to 34 %).The nomination(s) shall be supported by a Power of Attorney as per [Annexure F](#).
5. Only the Lead Member will submit the Proposal. In case of consortium all members shall sign the Contract with MSRTC.
6. All the members of consortium shall be jointly and severally responsible for the execution of the contract.
7. In case of a Consortium Bid, the Lead Member would need to submit the Consortium Declaration in the format provided in [Annexure G](#) of the RFP. The Lead Member would also need to submit the Agreement between the Consortium members for the Contract clearly indicating their scope of work and relationship. Such Agreement should be prepared on a stamp paper of requisite value and is required to be submitted along with the Technical Proposal. In the event that the Lead Member does not submit the Agreement it will be considered as an individual bid. Additionally, documents of consortium members will not be considered for meeting qualification criteria in such cases.
8. All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director duly authorized by Board resolution of the Companies.
9. Each Consortium member shall execute and submit along with the Technical Proposal, a registered power of attorney in the format provided in [Annexure F](#) , of the RFP in favour of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary for the performance under the contract.
10. The Consortium Agreement/Declaration shall provide the following information in respect of the Consortium members that the Bidder will engage to provide any of the services required under this RFP.
  1. Brief description of nature of products/services to be provided by Consortium member;
  2. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
  3. Date and state of incorporation of Consortium member;
  4. Company Principals (Name, title and business address)
11. The Lead Member and Consortium member(s) through the concluded Consortium Agreement shall address to the MSRTC clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of coordination and smooth execution of job under the contract will be with the Lead Member.
12. The Lead Member shall be solely liable to and responsible for all obligations towards MSRTC for performance of works/services including that of its partners/sub-contractors or any other directly or indirectly appointed to or related to the bidder(s) for this bid under the contract.
13. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is





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liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Agreement Period.

### 3.4 Special Purpose Vehicle

**The Successful Bidder may incorporate a Special Purpose Vehicle (SPV) only under the Companies Act, 2013 prior to execution of the Agreement.** In this context, the following may be noted:

1. Bidders can form a SPV for implementing the Project.
2. The Bidder / SPV shall have a registered office in India or given an undertaking to establish a registered office within 30 days of receipt of Letter of Award.
3. **In case of 2 Consortium members-** Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have a majority equity share holding which in case of **SPV** should be greater than equal to 51% (fifty-one percent) of the paid up and subscribed equity of the **SPV**. The nomination(s) shall be supported by a Power of Attorney as per [Annexure F](#).
4. **In case of 3 Consortium members-** Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have a majority equity share holding which in case **SPV** should be greater than equal to 34% (thirty-four 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 [Annexure F](#).
5. Notwithstanding anything stated elsewhere in these documents, the Authority shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to the Authority. A Bidder may be disqualified if it is determined by the Authority, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as given by the Authority.

### 3.5 Sub-Contracting Conditions

1. Sub-contracting specific tasks shall be limited to maintenance only post commissioning, by successful Bidder to experienced/ qualified subcontractors and shall be permitted based on prior approval by Authority. Subcontracting for other activities shall not be acceptable.
2. The bidder shall share all the details of the sub-contractor at the time of acceptance of Letter of Award (LoA). In case there is a change in sub-contractor post award of contract, the Bidder shall obtain prior permission from MSRTC.

### 3.6 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

### 3.7 Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MSRTC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MSRTC and MSRTC shall be at liberty to cancel any or all bids without giving any notice.



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2. All materials submitted by the bidder shall be the absolute property of MSRTC and no copyright/patent etc. shall be entertained by MSRTC.

### 3.8 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as mentioned in the [Clause 6.3](#). The response to the queries will be published on <https://mahatenders.gov.in> No queries will be entertained thereafter. The response of MSRTC shall become integral part of RFP document. MSRTC shall not make any warranty as to the accuracy and completeness of responses

### 3.9 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal (<https://mahatenders.gov.in>) and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned website/portal on regular basis to check for necessary updates. The MSRTC also reserves the right to amend the dates mentioned in this RFP.

### 3.10 Supplementary Information to the RFP

If MSRTC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP and shall become part of this RFP.

### 3.11 MSRTC's right to terminate the process

MSRTC may terminate the RFP process at any time before the award of contract without assigning any reason. MSRTC reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the e-Tendering portal.

### 3.12 MSRTC's Right to accept any Bid and to reject any or All Bids

MSRTC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MSRTC's action.

### 3.13 Earnest Money Deposit (EMD)

1. Bidders shall submit EMD of INR 15,00,000/- (Fifteen Lakh Only) through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The EMD for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Security Deposit (Bank Guarantee) for an amount equal to INR 50,000 per bus in the format provided in [Annexure B](#) of the RFP.
3. No interest will be paid by MSRTC on the EMD amount and EMD will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
  - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.



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- If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
- If, during the bid process, any information is found false/fraudulent/malafide, and then MSRTC shall reject the bid and, if necessary, initiate action.

### 3.14 Authentication of Bid

1. The original copy of the RFP Document shall be signed, stamped, scanned and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
2. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

### 3.15 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MSRTC's discretion.

### 3.16 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MSRTC is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. MSRTC shall give notice to the successful bidder(s) of any such claim and recover it from the bidder.

### 3.17 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

### 3.18 Bid Submission Instructions

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

Particulars	Instructions
<b>Envelope A:</b> <b>Technical Proposal</b>	Technical Proposal shall comprise of following <ol style="list-style-type: none"><li>a. Checklist for Technical Proposal</li><li>b. Scanned copy of EMD</li><li>c. Scanned copy of Receipt of the Tender Fees</li><li>d. Technical qualification documents as per <a href="#">Clause 3.26</a></li><li>e. Bidder and Bidding Firm Details</li><li>f. <a href="#">Annexure C: Non-Disclosure Agreement</a></li></ol>



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Particulars	Instructions
	<p>Scanned copy of Receipt of the Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p> <p>The Technical qualification documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Section 6</a> of this RFP. Bidders shall submit accurately filled Checklist for Technical Proposal documents as per format in <a href="#">Clause 6.5</a>.</p> <p>Each page of the Technical documents should be signed and stamped by the Authorized Signatory of the Bidder. Proposal should be submitted through online bid submission process only.</p>
<b>Envelope B: Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <a href="#">Section 7</a> of the RFP.</p> <p>Each page of the Financial Proposal shall be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal shall be submitted through online bid submission process only.</p> <p>In no way the bidder shall indicate its Financial Offer in any Envelope other than <b>Envelope B</b>. In case it is found, MSRTC may summarily reject the proposal of the said bidder.</p>

*Note: Bidder is requested to submit the **One Hard Copy** of the Technical Qualification and Technical proposal **only on the date of Technical proposal opening as schedule given in the RFP**. Financial Proposal delivered as hard copy manner shall be treated as defective, invalid and rejected*

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

1. MSRTC shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. MSRTC may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the Technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the Technical offer.
4. Financial Proposal shall not contain any technical information.
5. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MSRTC reserves the right to reject the proposal.
6. Proposals sent by fax/post/courier shall be rejected.



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### 3.19 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

### 3.20 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

### 3.21 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirements of the MSRTC.

### 3.22 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### 3.23 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. MSRTC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages.
4. In the first stage, Technical Envelope of proposals shall be opened and evaluated as per the Technical criteria mentioned in **Clause 3.26** of the RFP.
5. In the second stage, Commercial Proposals of those Bidders, who qualify Technical Criteria shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
6. The Bidders' representatives who choose to be present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MSRTC, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, MSRTC will continue with the process and open the bids of the all bidders.
7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MSRTC has the right to reject the bid even after due diligence is done.

### 3.24 Evaluation Process

1. MSRTC shall evaluate the Tender Fee, EMD, Technical documents (Envelope A) and Financial Proposal (Envelope B) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.
2. Bidders shall be evaluated as per the Technical criteria mentioned in **Section 3.26** of the RFP.
3. Bidders meeting all the technical-qualification criteria shall be eligible for financial evaluation.



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4. Please note that MSRTC may seek inputs from their professional, external experts in the Bid evaluation process.
5. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
6. TEC may seek inputs from their professional, external experts in the Bid evaluation process.

### 3.25 Evaluation of Technical Proposals

Prior to evaluation of Eligibility and Qualification Criteria of Technical Bid, the Bid Evaluation Committee shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. The Technical and Financial Bids are submitted online properly.
2. Technical Bid is accompanied with RFP Fee and EMD amount as specified in RFP.
3. Physical submission of e-Tender Processing Fees and EMD is made within specified timeline and in valid format matching with online submission.
4. The Bid is received by Bid Due Date including any extension thereof pursuant hereto;
5. It contains all the information (completed in all aspects as requested in this RFP and/or Bid documents (in formats same as those specified in the RFP)
6. It does not contain any conditionality or qualification; and
7. It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.

The Bid Evaluation Committee reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.

### 3.26 Evaluation of Technical Qualification Criteria

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
TQ 1	Legal Entity	<p>The bidder (all members in case of consortium) should be a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p style="text-align: center;"><b>OR</b></p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as on bid due submission date.</p> <p style="text-align: center;"><b>OR</b></p> <p>A Sole Proprietorship with valid Certificate/ License issued by Municipal authorities under Shop and Establishment Act in India as on bid due submission date</p>	<p>General Information of Bidder (all members in case of consortium) along with Bidder's constituting documents such as MOA, AOA.</p> <p>Copy of Certificate of Incorporation/ Registration/Partnership deed of Bidder (all members in case of consortium)</p> <p>Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India</p> <p>Copy of PAN Card</p> <p>Copy of GST Registration</p> <p>For All Bidders such information may be furnished as applicable.</p>



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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
			<p>In case of Consortium Power of Attorney for Lead Member of Consortium and Consortium Declaration as per <a href="#">Annexure F</a> and <a href="#">Annexure G</a> respectively.</p> <p>Undertaking from Lead Bidder for claiming Technical / Financial Capacity of Consortium Members as per the format <a href="#">Annexure J</a></p>
TQ 2	Turnover	The average annual turnover of the bidder or combined average annual turnover of all consortium members of last three (3) years should be greater than or equal to <b>INR 10 cr. (F.Y 17-18,18-19,19-20)</b>	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure D</a>
TQ 3	Capability	<p>The Bidder and/ or consortium shall have held (own) a fleet of minimum 25 Diesel/CNG buses continuously during the last 2 years immediately preceding the Bid Due Date.</p> <p>Or</p> <p>The Bidder and/ or consortium shall have experience of supplying and operating buses to State Transport undertakings/Urban Transport undertakings in India during the last 5 years immediately preceding the Bid Due Date.</p>	<p>RC Copies, Valid Insurance and Tax Certificates* for holding a fleet of minimum 25 Diesel/CNG buses continuously during the last 2 years. <b>Details to be filled as per <a href="#">Annexure K</a> (refer <a href="#">Annexure 1</a> below)</b></p> <p><b>*Bidders having valid exemption certificate for road tax for respective buses from RTOs for non-operation/use of vehicles shall be accepted</b></p> <p><b>Or</b></p> <p>Work Order/Copy of Agreement and Satisfaction Certificates for on-going projects/ Completion Certificate for completed projects from the Client in case of experience of supplying and operating buses to State Transport undertakings/Urban Transport</p>



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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
			undertakings. Project Citation as per format specified in <a href="#">Clause 6.4</a> and <b>and</b> Declaration for having experience at least operation of minimum 25 diesel/CNG buses as per format <a href="#">Annexure E</a>
TQ 4	Manpower	The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. <b>Or</b> Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. <b>Or</b> Attested copy of the Employee State Insurance registration letter / certificate.
TQ 5	Blacklisting	The Bidder (All members in case of a consortium) should not be debarred / blacklisted by any State Government/ Central Government / PSU/ Transport Organization in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT as on date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per <a href="#">Annexure A</a> .

### 3.27 Assessment of Eligibility Criteria

1. The Bid Evaluation Committee shall examine and evaluate the eligibility of each Bid upon determining its responsiveness.
2. The Bidder must meet Eligibility Criteria specified in the RFP and have uploaded all scanned copies of all documents in order to qualify for next stage of assessment.
3. Assessment of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria and uploaded scanned copies of all required documents.

### 3.28 Assessment of Qualification Criteria

1. The Bid Evaluation Committee shall examine and evaluate the qualification of each Bid upon determining its eligibility.





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2. The Bidder must meet Qualification Criteria as specified in the RFP in order to qualify for Financial Bid Opening Stage.
3. The Technical Bids/Eligibility and Qualification Submission of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria shall be declared Eligible and Qualified Bids (the “Eligible and Qualified Bids”/ “Eligible and Qualified Bidder”).
4. In case the bidder is not able to submit the documents required to demonstrate capability as set out in this RFP and/or the bidder is not able to satisfy the Bid Evaluation Committee with regards to clarifications/information/confirmations sought from the Bidder, the Bid Evaluation Committee, at its sole discretion, can consider such bids ineligible for next stage of opening of Financial bid.
5. Financial bids of the bidders who meet eligibility and qualification criteria shall be opened.

### 3.29 Commercial Evaluation & Award Criteria

1. After the evaluation of Technical Bid/ Eligibility and Qualification Submissions have been completed as per the requirements of the RFP, the Financial Bids of only those Bidders whose Bid determined to be responsive shall be opened. Decision of Bid Evaluation Committee in this regard will be final. Financial Bids of those Bidders who do not qualify in Technical Bid (not meeting Eligibility and/or Qualification Criteria and/not submitted required RFP fee and/or Bid Security) shall stand rejected and shall not be opened.
2. Financial Bids shall be opened online, in the presence of Bidders’ representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders whose Technical Bid are accepted. The Bidder’s representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, bid rates, etc. will be announced at such opening.
3. Bidders shall submit quotation for 12 m HSD bus (BS- VI). Amongst the bidders considered for financial evaluation, the bidder(s) quoting the lowest per km rate as per [Clause 7.3](#) Financial Proposal Format of this RFP will be considered as most eligible for award of contract (L1).
4. MSRTC, however reserves the right to accept or reject any or all bids without giving any reasons thereof.
5. Following distribution shall be followed for award of contract for 12 m HSD bus (BS- VI).
  - The Bidder who quotes the lowest (L1) rate will be decided as L1 Bidder.
    - (a) In case there is tie among bidder(s), 50-50 business allocation will be done. (half of the total number of buses to each bidders)
    - (b) Incase either of the L1 bidder refuses such allocation, re-tendering shall be done.
6. The entire business will be allocated to L1 bidder through issuance of Letter of Award/Work Order.

### 3.30 Award of Contract

#### 1. Letter of Award/Work Order

Prior to the expiration of the period of bid validity, MSRTC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Award/Work Order will constitute the formation of the contract. Successful Bidder(s) shall submit acceptance of LOA/Work Order issued within three (3) working days from the date of issuance of LOA/Work Order.

#### 2. Signing of Contract

- MSRTC shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MSRTC within **30 (thirty days)** from receipt of Letter of Award



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(LOA)/Work Order from the successful bidder. Upon the Successful Bidder's furnishing of Security Deposit, MSRTC will promptly notify each unsuccessful Bidder.

- Further, INR 2000 penalty will be levied per day if the contract is not signed abovementioned time period.
- If the signing of contract is not completed within 2 months after receiving LOA, then the offer made to the selected bidder shall stand annulled.
- Any expenses related to registration of Agreement shall be Borne by Successful Bidder(s).

### 3. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute enough grounds for the annulment of the award and forfeiture of security deposit, in which event MSRTC may invite the next best bidder for negotiations or may call for fresh RFP.

#### 3.31 Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement ([Annexure C](#)) with MSRTC.

#### 3.32 Security Deposit

1. **The successful bidder(s) (any member in case of consortium)** needs to deposit/submit a security deposit equal to **INR. 50,000 per bus** as Bank Guarantee only. The security deposit shall be valid for a contract period of and will continue with MSRTC for further period 6 months after due fulfilment of contract. It should be submitted **within 30 days from the receipt of the letter of award/work order**.
2. The security deposit should be submitted within the period specified above, failing which MSRTC may cancel the offer made to the bidder and forfeit the EMD amount.
3. In case of extension in contract period, fresh security deposit of proportionate value shall need to be submitted which shall remain valid for the extended contract period and will continue with MSRTC for further period 6 months after due fulfilment of extended contract period.
4. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
5. MSRTC shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.
6. No interest will be payable by the MSRTC on the amount of the Bid Security.

#### 3.33 Bid Prices

The bidder has to quote for “**Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division.**” in the format given for financial bid. Validity of Bid shall be of 180 days from date of opening of bids.

#### 3.34 Bid Currency

The rates quoted shall be in Indian Rupees only.

#### 3.35 Signature

Representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder's name and seal on all pages of the Bid, including the tender/bid document. The same must be uploaded along with the Technical Qualification Document. All obligations committed by such signatories must be fulfilled.



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### 3.36 Correction of errors

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document shall lead to cancellation of Bid.

### 3.37 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

### 3.38 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. Bid is received in incomplete form.
4. Bid is received after due date and time.
5. Bid is not accompanied by all requisite supporting documents.
6. Bidder enclosing Commercial Bid in Technical Bid.
7. The successful bidder fails to enter into a contract within period specified by MSRTC of the date of notice of award of contract or within such extended period, as fixed by MSRTC.
8. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
9. Non - fulfilling of any condition / term by bidder.

### 3.39 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Managing Director, for further penal action including blacklisting.
3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above.
4. If after the Award of Contract, it is found that the accepted tender violated for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

### 3.40 Deviation

1. If any deviations are suggested by the bidders from the contract and/or technical specifications for the buses, MSRTC shall determine whether any deviation suggested represents a material deviation.
2. "Deviation" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which



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adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, MSRTC's rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.

3. Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the contract or technical specifications in order to be technically qualified and eligible to have their price bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of this RFP document and bids containing material deviations are liable for rejection. The decision of MSRTC in this regard, shall be final and binding.
4. The bidder shall indicate no-deviation from the "Technical Specifications" prescribed in the RFP.
5. Any bid deviations and other factors, which are in excess of requirements of bid documents or otherwise result in accrual of unsolicited benefits to MSRTC shall not be taken into account in bid evaluation.
6. Bidders shall confirm the Delivery Schedule of the buses as specified in the RFP Summary.
7. Bidders are required to indicate any deviations, on delivery basis about time period. If required MSRTC, at its sole discretion, may revise the delivery schedule with mutual consultation with the bidder in case of the bid of the successful bidder consist of any deviations, which are not material deviations. MSRTC shall have right to accept or reject the deviation in delivery schedule as provided in the RFP document. The revised delivery schedule, if any, shall be part of the contract that shall eventually be signed between MSRTC and the Bidder ("Contracted Delivery Schedule").
8. Failure to comply with the contracted delivery schedule shall attract pre-estimated liquidated damages, risk purchase and other provisions of the contract.
9. Notwithstanding the above, in case of the causes of delay in supply of buses at any stage of the contracted delivery schedule are attributable to MSRTC, the contracted delivery schedule shall be accordingly from the immediate stage of the delivery schedule. However, if the delays are attributable to the bidders, same shall be penalized as per the Liquidated Damages clause.



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### 4 Scope of Work

1. MSRTC intends to appoint agency for supply, operation and maintenance of Non-AC BS-VI Fleet. For this purpose, Request for Proposal (RFP) is being published for inviting proposals for **“Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division.”**
2. The Authority shall select Bidder(s) for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.
3. Selected Bidder(s) shall operate and maintain the Contracted Buses on Routes defined by the Authority during the Total Contract Period. Contract Period is defined as; **Date of Signing of contract + 02 months for prototype approval from MSRTC + 04 months of supply of buses of supply of buses + 7 years of operation, support and maintenance.** The Contract period may be further extended by 1 years by MSRTC subject to review of performance and inspection of Buses by joint investigation by the MSRTC and a Third-party agency approved by MSRTC. Expenses of such investigation shall be borne by Successful Bidder(s). The decision of VC & MD, MSRTC in this regard shall be final and binding on the agency/selected bidder(s).
4. The entire operation of minimum 400 kms per day per bus must be completed for the first 5 (five) years and 300 kms for the subsequent years as per MSRTC’s schedules without any interruption whatsoever. There shall not be upper limit as to the number of kilometres travelled per day.
5. RFP contains all conditions of the contract. Prospective Bidder is advised to read the tender thoroughly as any items, provisions or stipulations may influence his costs, revenues, and risks and hence may affect his bidding.

#### 4.1 Detailed Scope of the Operator broadly includes

1. **Supply of 100 nos. new Non-Air-Conditioned buses (BS-VI) on Lease Model, registered with the state of Maharashtra,** conforming to the Specifications and Standards set forth in [Annexure-H](#) (the “Buses”) and in compliance with terms of the operating plan/ requirement plan of MSRTC as may be agreed and as per applicable laws of GoM/GoI.
2. Operate buses on routes specified by the Authority. Carryout preventive and breakdown maintenance of buses at MSRTC specified depots.
3. The Selected Bidder(s) shall maintain constant supply and operation of buses in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan (to be discussed and finalized with the Bidder or as per the instructions of the authority from time to time)
4. **Fleet Deployment Plan** - The Deployment Plan will be shared with the Selected Bidder(s) which will include list of Routes, frequencies, headway, number of Buses to be deployed.
5. Selected Bidder(s) to provide required training to their drivers to equip them for operating the Buses at the desired level of precision and proficiency which would include preliminary repair works in case of a breakdown. Also, to ensure that all drivers, staff and personnel engaged are provided with the required training for driving the contracted buses, safety, behaviour and hygiene aspects etc.
6. Charges for all utilities such as washing, electricity etc. in depot shall be borne by MSRTC. This shall be done so as to arrive at a lower per kilometre rate from the bidder(s). Manpower required for cleaning etc. (utility services) shall have to be supplied by the Selected Bidder(s). MSRTC shall make best possible efforts to provide the utilities. However, in case of non-availability of utilities, the same shall have to be arranged by the successful bidder(s) at his own cost. It shall not be binding upon MSRTC to arrange or pay for the same.
7. Parking space will be provided on the basis of availability. No parking charges shall be levied on the bidders.



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8. Selected Bidder(s) to ensure safety and security of passengers and any staff (conductor/Inspectors/other inspecting officers of MSRTC) travelling in the contracted buses.
9. Selected Bidder(s) to allow access to the contracted buses while providing bus services to all members of the public without any prejudice or discrimination.
10. MSRTC shall have exclusive rights to use the buses throughout the contract period.
11. Notwithstanding the routes provided and the depots allocated, MSRTC may at any point in time change the route, allocate different depot, run extra kilometres based on business requirements/government notifications.
12. Selected Bidder(s) to engage and deploy trained professionals for the purposes of maintenance of the Contracted Buses including its spares at its own cost and expense.
13. If any equipment is installed by the Selected Bidder(s) on the contracted buses or within the bus depot including any monitoring devices or equipment, then MSRTC and its authorized personnel shall be allowed to inspect the equipment installed on the contracted buses at the bus depots at any time during normal operational hours without any notice in this regard. AIS-140 compliant (or any amendments to the same thereof) Safety & Security features (AVLS, CCTV, Panic Button) must be provided. Successful Bidder(s) shall facilitate integration with MSRTC's existing VTS-PIS system and bear the cost for the same.
14. Buses shall be subject to periodic inspection, checking and certification every year or as and when required
15. Selected Bidder(s) to provide regular reports as may be agreed at the end of each calendar month to MSRTC.
16. The Selected Bidder(s) to operate the Buses from depots proposed by MSRTC. Typical speeds for bus operations should maintained as per Motor vehicles rules/MSRTC depending on route conditions. MSRTC operation hours are round the clock i.e. 24 hours
17. Selected Bidder(s) shall provide the buses along with Drivers and MSRTC will deploy its own conductor.
18. The agency shall maintain constant supply of buses in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan(to be discussed and finalized with the successful bidder) or as per the instructions of the authority from time to time.
19. The Selected Bidder(s) shall submit Bus specifications as per [Annexure H](#). Further, Bus Type Approval certificate needs to be provided by the selected bidders(s) i.e. Type –II SDX certification of base model of 12 m, by authorized test agencies as per CMVR Rule 126 from Institutions such as Automotive Research Association of India (ARAI), Central Institute of Road Transport (CIRT) etc. at the time of prototype inspection. Additionally, any other certification that the selected bidder(s) have obtained for its vehicles or parts tested at reputed institutes like CIRT or ARAI or any other Govt. recognized/reputed Institute/Laboratory should be submitted.
20. The supply of Buses by Selected Bidder(s) will be inspected by MSRTC team. All charges and expenses related to such inspection shall be borne by the Bidder.
21. The Selected Bidder(s) shall be liable to pay RTO registration charges and insurance charges at the time of Bus registration and thereafter bear all RTO and insurance charges for remaining years of Agreement.
22. Deployed resources/contractual employees by the Selected Bidder(s) shall not have right to demand for any type of permanent employment with MSRTC or its allied offices.

### 4.2 Key Terms

1. The Selected Bidder(s) must bear the entire initial capital and operational cost of the bus.
2. The bidder (bidder in case of single bidder or the lead member in case of consortium) shall have the sole ownership of the buses.
3. The bidder(s) shall quote rate per kilometre as per the Financial Format of this RFP.



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4. The per km rate shall comprise of all other costs including the diesel cost. Selected Bidder(s) shall pay cost of diesel at a fixed rate of **₹. 95.88 per litre** for (Sangli), which is the average price of diesel for all the selected depots for operation as on date of publication of RFP. The expenses on diesel shall be deducted from the total monthly billing amount. Any increase in diesel price will be absorbed by MSRTC and same shall not be deducted from the billing amount. Similarly, in case of decrease of diesel price, the selected bidder(s) shall continue to pay at the same above-mentioned fixed rate. There will be no yearly price revision on the price of diesel.
5. Minimum assured kilometre per bus per day **will be 400 km for the first 5 (five) years and 300 km for the remaining contract period.**
6. MSRTC proposes to operate the Buses from **Sangli Division and depots as mentioned in [Annexure I](#)** Typical speeds for bus operations are around 40-50 km/hr depending on route conditions/MSRTC instructions.
7. The Selected Bidder(s) will support the supply, operation and maintenance of the Bus including maintenance/replacement in all respects throughout the Agreement Period. It will make its appropriately trained and qualified technical staff available for any solutions, challenges and fine tuning.
8. The Agreement with selected bidder(s) shall remain in force for the Contract period, during which period the selected bidder(s) shall operate, maintain the buses on routes as directed by the Authority, adhering to its timetable from time to time and without disturbing its schedules.
9. Advertising and Revenue rights: MSRTC shall hold exclusive advertising rights and revenue generated from the hired buses throughout the contract period.

### 4.3 Responsibilities of the Selected Bidder(s)

1. To inspect the Contracted Buses daily at the time of departure / sending the Contracted Buses on schedule so as to ensure their cleanliness, mechanical/electrical fitness and present ability of the Contracted Buses.
2. It is the responsibility of the Selected Bidder(s) to provide buses in full working condition and with valid insurance for effective service operation.
3. The Selected Bidder(s) being an important stakeholder in the project is expected to extend all possible cooperation to the Corporation to carry out the contract smoothly for its full period of the contract.
4. The Selected Bidder(s) should take full responsibility for maintenance of the Contracted Buses, including but not limited to preventive maintenance schedule, breakdown maintenance, repair / reconditioning / replacement of parts and aggregates, minor and major body repair including refurbishing and accident repair whenever necessary.
5. All repair / replacement / maintenance of tires/spare parts/assemblies etc of the contracted buses will be the responsibility of the Selected Bidder(s).
6. To ensure proper up-keeping, including but not limited to washing, cleaning, denting / painting of the Contracted Buses.
7. To arrange and always have valid vehicle insurance, certificate of fitness from RTO and tax paid documents of the Contracted Buses as per applicable laws.
8. To provide adequate quantity of all kind of consumables or such other items required for operating the schedules and the expenditure on this account should be borne by the selected bidder(s).
9. To deploy adequately trained technicians and supervisory staff to ensure quality in maintenance of the Contracted Buses.
10. The Selected Bidder(s) must provide buses with drivers possessing valid driving license (3 years' experience driving of heavy Vehicle) with P.S.V. badge. Certificate of medical fitness for all drivers from the competent



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- authority. Drivers must fulfil all the criteria required for the post of Drivers. The driver shall follow the instructions of MSRTC officials at all times.
11. The Selected Bidder(s) must submit copy of R.C book and Insurance policy of buses with MSRTC at the time of vehicle deployment. Further, the valid renewal copies of insurance and documents/receipts of taxes paid shall have to be submitted to Depot Managers from time to time. The same record has to be maintained online/digitally for each vehicle through the software developed.
  12. Drivers shall undergo medical examination by Medical Officer appointed by MSRTC. Only those drivers who successfully pass the medical examination will be allowed to undergo training for seven (7) days at respective divisions under the supervision of DTO, MEO and Traffic Supervisor. Testing Committee formed by MSRTC shall approve/disapprove drivers based on final test conducted at the end of training schedule. Selected drivers shall be sent for ADTT (Automated Driver Test Track) driving test. **MSRTC shall bear one-time Training cost excluding driver salary, stay, lodging, transportation, and food for the first list of drivers shared by successful bidder(s) only. For subsequent trainings for new drivers suggested by successful bidder(s) for deputation, the entire cost for training has to be borne by the successful bidder(s).** The ADTT Driving test will be conducted at CTI/CIRT, Pune. Only successful drivers will be deployed on the buses to be given to MSRTC on Lease basis. If necessary, all other cost not borne by MSRTC pertaining to the training and selection shall be borne by the bidder. All drivers must fulfil norms for driving prescribed by MSRTC.
  13. Every 2 years eye-testing of all drivers to be done by selected bidder(s) and report to be submitted to MSRTC. Basis, the report MSRTC shall instruct the selected bidder(s) to add/remove drivers.
  14. It will be the responsibility of Selected Bidder(s) to ensure that the driver maintains close co-ordination with the conductor, provide facilities to the passengers and ensure that the passengers are not put to any inconvenience. The driver shall behave politely with public, passengers, and with the MSRTC staffs.
  15. The Selected Bidder(s) shall not employ a person as a driver for operating a bus on lease basis who has been removed or dismissed or retired on superannuation from the services of MSRTC or any other Public Undertaking. Also, the driver must be of the age less than 58 years.
  16. The Selected Bidder(s) shall provide uniform to the drivers as prescribed by MSRTC. The driver shall also be provided with an identity card with photo attested by the Selected Bidder(s). The Selected Bidder(s) shall furnish photocopy of the driving licenses of the drivers to MSRTC.
  17. The Selected Bidder(s) shall bear the cost of the drivers including his wages, daily allowance and meet all other **statutory obligations such as P.F., E.S.I., etc.** Further, hours of work as per Motor Transport Worker's Act, 1961 and any other applicable laws in this respect needs to be adhered to.
  18. Rules and Regulations respected to employee appointment should be fulfilled by selected bidder(s) and they are not entitled for MSRTC employment at any point of time.
  19. The drivers and other staff if any of the selected bidder(s) to maintain highest standard of services, including but not limited to safety, functionality and operationally of the Contracted Buses.
  20. The drivers shall scrupulously follow the Instructions issued by MSRTC. As and when MSRTC finds behaviour and conduct of the driver questionable, upon the notice, the Selected Bidder(s) of hired buses shall terminate such a driver within a period of 2 days of notice. If replacement is not provided within the specified period, the bus assigned to that driver shall be liable to be discontinued without prior notice and no Lease charges will be payable to Bidder and penalty levied by MSRTC, will be recovered from the Selected Bidder(s) as per SLA terms and conditions.
  21. The Selected Bidder(s) shall keep the buses road worthy as mentioned in Chapter-VII of the Motor Vehicle Act, 1988 and Rules made there under, from time to time.





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22. It is Selected Bidder(s) responsibility to clean buses before scheduled time, failing which MSRTC will clean the buses and the amount for cleaning the buses will be recovered from the Selected Bidder(s) along with applicable taxes as per the rate finalised by MSRTC from time to time.
23. The Selected Bidder(s) shall be responsible for damage or loss caused to the hired bus during the period of agitation, accident, etc. Under no circumstances MSRTC should be made liable or responsible to any compensation to be awarded by Motor Accident Claim Tribunals or Courts.
24. The Selected Bidder(s) shall be duty bound for payment of Road Tax. The Passenger Tax and the Toll Tax will be paid by MSRTC. All other taxes will be borne by the Selected Bidder(s). In case of reduction of tax than the current rate, the selected bidder(s) would reimburse the difference amount to MSRTC.
25. The Selected Bidder(s) shall abide by all statutory provisions including those made under various labour enactments and defend the drivers in Criminal and / or Civil Court in any Criminal / Civil liability arising out of any action of Court on the part of the driver except case of overloading.
26. The Selected Bidder(s) shall ensure the insurance of covering third party risk, passenger & other property damage including bus. The Insurance should be renewed in time. Under no circumstances shall MSRTC be made liable or responsible to any compensation to be awarded by motor accident tribunal or court. The Selected Bidder(s) must ensure that the insurance policy is in force. Further, without prejudice to above, the Selected Bidder(s) shall Indemnify the MSRTC for all accident compensation claims if lodged against MSRTC. Non coverage of vehicle, passengers and third-party comprehensive insurance entails in termination of agreement. The driver of the bus/Selected Bidder(s)' Representative to which accident has occurred, should make necessary arrangements for hospitalization of the injured passengers. The Selected Bidder(s)/its representative shall immediately attend the accident spot and complete all legal formalities along with hospitalization of the injured passengers or any other injured persons due to accident. The driver and the Selected Bidder(s) should immediately contact to the nearest Depot Manager and report him about the incidence.
27. As per the MSRTC procedure, the spot payment as an immediate relief to the injured or relatives of deceased S.T. passengers is required to be made. It should be paid by the Selected Bidder(s). In case due to urgency if the payment is made by the Corporation, the same will be recovered from the Selected Bidder(s) from bills and/or security deposit. All other claims including medical charges, payable under the Motor Vehicle Act/ Rules and accident claims shall be paid by the Selected Bidder(s). The Corporation shall under no circumstances be made liable or responsible to pay compensation that may be awarded by Motor Accident Claims Tribunal or Tribunal in respect of accidents. Free passes may be provided to the victims of the accidents by MSRTC as per the existing MSRTC rule. The Selected Bidder(s) will have to submit the status report of the accident to the concerned Divisional Controller and to the General Manager (Traffic).
28. The Selected Bidder(s) shall produce the vehicle for prototype inspection within 2 months from the date of signing of contract. Further, inspection at the time of deployment and also subsequently whenever required will be carried out by the Prototype Inspection Committee of MSRTC i.e. Works Manager, Deputy Chief Engineer (R&D), Mechanical Engineer Operation of respective divisions and Divisional Traffic Officer (Pune). Further, the prototype inspection will be at MSRTC Central workshop in Dapodi.
29. During prototype inspection if any issue is raised by the Prototype Inspection Committee, the selected bidder(s) will resolve the issue and re-inspection will be done at MSRTC Central workshop (Dapodi)To maintain adequate inventory of material / parts to avoid any delay in the timely maintenance of the Contracted Buses.
30. To provide the Contracted Buses at least 30 minutes before the scheduled time for departure and to ensure operational efficiency as prescribed in the Agreement and pay penalty in case of any shortcomings. Penalty



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will be imposed in case of any short comings in time/quality bounded operational efficiency as per the SLA parameters of this RFP and the subsequent agreement.

31. To maintain record of all activities carried out in the workshop during the maintenance and operation of the Contracted Buses.
32. To make adequate communication arrangements for effective and timely communication in case of any incidents / accidents / breakdowns.
33. To be responsible and liable for compliance with all applicable laws, including labour and local laws, pertaining to its staff. The successful bidder(s) must agree to abide by any other new requirement introduced by the Government and Corporation from time to time.
34. To accept the terms and conditions in the separate agreement entered by the Corporation for satisfactory operation of the contract incorporating all terms and conditions including service level agreement, penalty, payment terms etc.
35. Insurance of the contracted buses provided under Lease: - The bidder(s) shall maintain, throughout the period of the lease agreement, full liability, third party insurance / self-insurance of the bus (es) including comprehensive coverage.
36. The selected bidder(s) should provide statutory insurance coverage to indemnify the Corporation of all sums which the bidder shall become legally liable to pay for injury and property damage caused by an occurrence arising out of the ownership maintenance of the bus.
37. The selected bidder(s) shall be responsible for maintenance of the buses in order to keep them in good working condition and to ensure safety of the passengers. The expenditure relating to maintenance and upkeep of the bus and operational cost such as tires, spares, lubricants, cleaners etc., to be borne by the bidder.
38. It shall be sole responsibility of the selected bidder(s) of the vehicle to meet or discharge any liability arising out of violation of traffic rules and regulations and statutory regulations and all rules enforce.
39. The selected bidder(s) shall make sure that the buses are available on all days of operation. Further, the selected bidder(s) shall make sure that the bus shall be made available for the period requisitioned in a day and operate the scheduled KMs (distance) given for the day.
40. The selected bidder(s) shall maintain adequate spare buses to meet the assured availability of buses. The Selected Bidder(s) shall always maintain 100% fleet availability except bus scheduled for two (2) maintenance days in a month for the purpose of maintenance. For this purpose, the selected bidder(s) must maintain a minimum of 5% additional spare fleet.
41. The change of drivers shall be done by the selected bidder(s) only at the end of trips, at depots, end terminus/stands only. Change of drivers at random locations and without the consent of MSRTC will not be permissible.
42. The Selected Bidder(s) shall use the depot space/room provided for keeping spares/equipment pertaining to the operation and maintenance of HSD buses only. The spaces shall not be used for any other purposes. Depot space/storeroom provided should be kept under lock and key and safe keeping of the goods/spares/equipment shall be the responsibility of the selected bidder(s). MSRTC shall not be liable for any loses/misplacement/pilferage. In case any temporary construction is required by the selected bidder(s), the same shall be done at his own cost with prior approval from MSRTC.
43. Statutory Compliance: The Selected Bidder(s) shall obtain himself, at his own expense, all the latest Specifications required for design, manufacture, and provide Buses in accordance with contract terms. The selected bidder(s) shall be required to comply with all the provisions of the Central Motor Vehicle Act 1989 (CMVR), Motor Vehicle Rules 1988 (MVA) and KMV Rules 1989, AIS: 119 Bus body code and AIS



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: 140 along with all amendments therein and other Statutory and legal requirement as applicable on the date of delivery / registration of Buses.

44. Colour Scheme: The Colour shade for interior and exterior, logo, graphics, information details etc. must be confirmed from MSRTC and which shall be incorporated in the painting scheme on prototype bus and shall be approved by MSRTC.
45. Demonstration of Bus: The selected bidder(s) has to arrange the demonstration of a fully built bus with all facilities as per tender before the officers of MSRTC to ascertain its conformability to specifications features, facilities, dimensions etc.
46. AdBlue cost will be borne by the Selected Bidder (s)

### 4.4 Quality Assurance

1. The selected bidder(s) shall use materials including fasteners conforming to relevant Indian/ International standards and shall get the same pre-tested before use, meeting requirements of all the specified parameters to ensure quality of the material specified. MSRTC may ask for sample of materials to be sent for testing quality of components at CIRT, / ARAI/ BIS approved testing laboratories having testing facilities for testing all parameters of specifications of materials/ items. In the event of failure of samples in lab tests, testing shall be conducted in the same way again from the fresh lot. Supplier shall replace failed materials by those duly passed in lab tests. If the material fails the test, the entire cost of testing shall be borne by Supplier.
2. Completed bus shall be subjected to water leakage test conforming to BIS: 11865-1986 or latest.
3. The inflammable items used in the bus shall be tested as per IS: 15061 and all type of fuses shall be tested as per AIS 028 up to 25 Amp and fuses of higher ratings as per relevant standard.

### 4.5 Statutory Requirement

1. Bus design shall meet all statutory requirements in respect of each item of the bus. Selected Bidder(s) shall obtain type approval certificates etc. for bus & any other items from testing agencies authorised under CMVR.
2. While registering every bus, Vehicle manufacturers & authority shall jointly examine the bus prior to registration. The registration of such a vehicle would be done only after signing the report jointly by all concerned along with the authority.
3. The Selected Bidder(s) shall note that the buses manufactured and supplied to MSRTC shall contain zero defects. In case any defects/ deficiencies/ discrepancies are brought to the notice of the bus manufacturer during inspection, the same shall be immediately removed before delivery clearance is given by MSRTC.
4. The selected bidder(s) shall be solely responsible for any mishap arising out of supply of defective buses and shall be liable for levy of damages/ compensation for the damages caused and the same shall be recovered from the outstanding payments/ performance security etc.
5. Selected Bidder(s) shall submit detailed specs of offered bus against each item / parameter, ensuring that offered bus specs fulfil and or exceed all requirements as mentioned in RFP.

### 4.6 Responsibilities/Duties of MSRTC

1. Bus Prototype Approval and bus inspection from time to time as per MSRTC's requirements.
2. To finalize paint scheme / graphics of the contracted buses along with branding of fleet, if considered necessary.
3. To make requisite inspection of the quality, paint graphics and optional fitment as instructed by MSRTC of the Contracted Buses before dispatch, if considered necessary.



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4. To arrange the requisite permits and to finalize proper fleet management / scheduling of the Contracted Buses.
5. To provide two days to selected bidder(s) for each bus in a month for maintenance purpose.
6. To look into requests/queries and handle escalations of bidder pertaining to operations through its officers viz. DTO, DC, DGM (Operations) and the GM (Traffic).
7. MSRTC will deploy conductor for revenue collection and wherever the services of conductor are necessary for booking will be provided with tickets and other conductor's required equipment. In case of conductor less operation, traffic controller / conductor will be provided for collection of fare and luggage charges. Neither the Selected Bidder(s) nor his driver shall have any claim on fare and luggage charges, or any amount charged to the passenger.
8. To monitor the revenue collection and take necessary remedial actions to enhance the revenue. It shall be the prime responsibility of the Corporation to make all possible efforts to have the best financial viability of the Contracted Buses.
9. To provide tickets and all necessary stationery required for service operation.
10. To pay taxes and levies applicable from time to time which is collected from the passengers. But this does not include the taxes viz. valid vehicle insurance, certificate of fitness from RTO and road tax etc.
11. To issue operating instructions and any other advisory instructions from time to time to the selected bidder(s).
12. Respected Depot Managers shall inspect the contracted buses on a regular basis before its operations.

### 4.7 Breakdown of Buses

1. In the event of a Breakdown of a Bus: The Selected Bidder shall notify the Authority of the Breakdown in writing:
  - The Selected Bidder(s) shall, as soon as practicable after receiving notice of the Breakdown from the authority, either replace the Bus or return the Bus to operating condition; and
  - The Selected Bidder(s) may have the Bus inspected by a suitably qualified mechanic to determine whether a Breakdown has occurred. In case the bus needs to tow, the cost of towing shall be borne by the selected bidder(s).
2. From the date the authority gives the notice of a Breakdown to the Selected Bidder(s), the Rent payable in respect of the Bus which is the subject of the Breakdown shall be suspended in full until the Bus is replaced or returned to operating condition.
3. If a Breakdown occurs and the Bus is not repaired or replaced within seven days after the bidder receives notice of the Breakdown from the authority, the selected bidder(s) shall be liable for any direct losses suffered by the authority as a result of the Breakdown, including the costs associated with procuring a replacement for the Bus for the period between the time the Breakdown occurs and the time the Bus is replaced or returned to operating condition.
4. If a bus is not operational or has breakdown, payment shall be made for the KMs covered by the Bus for all the fully completed trips for that day. It shall be applicable for penalty as per the SLA parameters mentioned in [Clause 4.15](#) of the RFP.

### 4.8 Maintenance

1. Selected Bidder(s) shall carry out maintenance activities in the depot space provided by MSRTC.
2. The selected bidder(s) shall be responsible for maintenance of the buses in order to keep them in good working condition and to ensure safety of the passengers. The expenditure relating to maintenance and



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upkeep of the bus and operational cost such as tires, spares, lubricants, wages of drivers appointed by selected bidder(s), cleaners etc., to be borne by the selected bidder(s).

3. Selected Bidder(s) will be solely responsible for the maintenance of the Buses including its spares. Selected Bidder should maintain the infrastructure and manpower including trained professionals required for the maintenance of the buses at their own cost.
4. Selected Bidder(s) shall provide support and maintenance plan, and monthly maintenance checklist.

### 4.9 Guarantee / Warranty Period

1. The vehicle warranty (all bus components if provided as an alternative offer) to be provided.
2. The Bidder warrants that the Buses shall:
  - be in accordance with any description of the Buses in the Lease agreement;
  - comply with all Industry Standards and Legal Requirements;
  - be suitable in all respects for the purpose for which equipment of the same kind are commonly supplied, and any other purpose specified in the Lease;
  - be of merchantable quality and free from any defect;
  - by supplied to the Lessee with all of the things required by the Lease;
3. Selected Bidder shall attend to all failures of any parts, by replacement/ repair of the defective parts (hardware/ software) free of cost to the required location during the guarantee / warranty period.
4. In the event of any defect or deficiency being noticed in the functions of the system, which is attributable to the defective materials, design or workmanship, during the guarantee/warranty period, the contractor shall make good the same at his cost.
5. A copy of necessary 'Operation and Maintenance Manual', 'Spare Parts Catalogue', trouble-shooting guide etc. should be supplied to all depots along with the system at no extra cost.
6. All defunct parts shall have to be replaced/repared in order to provide uninterrupted service and guaranteed operational kilometres as mentioned in the RFP.

### 4.10 Project Timelines

1. The expected Schedule for providing delivery of buses shall be six (6) months from the Date of Signing of Contract.
2. Minimum assured delivery will 25 bus per month/ All buses from six (6) months from date of signing of Contract.
3. The exact number of bus shall be discussed and finalized with the selected bidder(s)

Sr.No.	Type of Bus	Quantity	Prototype Inspection	Delivery of Buses
1.	12 M Ordinary – BS-VI Engine Bus	100	Within 2 months from the date of signing of contract	<b>Minimum 25</b> buses to be delivered in each month after 2 months from date of signing of Agreement. Total delivery of contracted bus to be made within six (6) months from the date of signing of contract



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4. After delivery of allotted buses, Selected Bidder(s) shall operate and maintain the buses for the entire contact period.
5. Bus submission for prototype inspection shall have to be done by Selected Bidder(s) within two (2) months from the date of acceptance of signing agreement failing which penalty of INR 1,000 per day will be levied for next 1 (one) month. After 1 (one) month the contract will be terminated, and security deposit of the selected bidder will be forfeited. Further, the penalty levied for prototype will be recovered from security deposit submitted against the bid document. In such case the selected bidder will have to recoup the security deposit amount within 10 days.
6. After prototype acceptance by MSRTC, Selected Bidder(s) shall supply the buses as per the above-mentioned timeline/delivery schedule. If selected bidder(s) fail to supply the buses on time i.e. after six (6) months from date of signing of agreement, then penalty will be levied in following manner:
  - 1<sup>st</sup> Month after due date penalty levied will be INR 500 per bus/per day
  - 2<sup>nd</sup> Month after due date penalty levied will be INR 750 per bus/per day
  - 3<sup>rd</sup> Month after due date penalty levied will be INR 1000 per bus/per day
  - If the selected bidder fails to supply buses after 3 months from delivery due date, then MSRTC may terminate the contract at the discretion of Hon'ble VC & MD, MSRTC
  - Further, in case of partial supply of buses the MSRTC may terminate the contract at discretion of Hon'ble VC & MD, MSRTC

### 4.11 Payment Calculation

1. In consideration for undertaking the Project, the Authority shall pay the Selected Bidder(s), based on the total distance travelled by each Bus, multiplied by ("Rate" as per Financial Format)
2. Bus Kilometer shall comprise of:
  - Distance travelled by a Bus assigned on a particular Route as per the Deployment Plan;
  - Distance travelled by a Bus with Passenger from stand to stand;
  - Any other kilometers operated as approved by Authority
3. The Successful Bidder(s) should acknowledge that a Bus Kilometer for the purpose of payment, shall not include any Kilometer travelled by the Bus to any maintenance facilities or for any travel not authorized by the Authority.
4. The Successful Bidder(s) shall compute and provide to the Authority, for every [15 (fifteen)] days, the total number of kilometers that a Bus has travelled for the period being reckoned for the purpose of raising invoice.
5. **The Successful Bidder(s) shall submit invoice in respect of the Bus Kilometers plied by each Bus put into Commercial Operation of every [15 (fifteen)] days. Invoice to be submitted to the respective Depot Mangers on every 20th day of current month and bills for the next [15 (fifteen)] days can be submitted on every 5th day of succeeding month.**
6. The Authority shall within a period of [15 (fifteen) working days] from receipt of the invoice, subject to quality inspection and verification by the respective MSRTC's divisional in-charge on the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications. The Selected Bidder shall submit certification of work done from MSRTC Committee (Stand In charge, AWS, Depot Manager,) of the respective location of the project. Authority(MSRTC Traffic Department, Central Office) will release 90% of payment excluding cost of diesel within 5 (five) working days and remaining 10 % will be released within [15 (fifteen) working days] after thorough scrutiny of bills and deductions of penalty, if any. All



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payments shall be made by the Authority to the Operator after making applicable tax deductions at source under Applicable Law.

7. The payment for Per Bus/day shall be calculated as:

Payment (Fee) = Rate X Actual Operated Bus Kms (as per Form IV)

Actual Bus Kilometer Operated would be Kilometers travelled each day as per Form IV.

Sl. No.	Bus No.	Fee Calculation Formulae	Fee Computation
1.	1	<p>Bus Kms Operated as per Form-IV for the period (For e.g. 15 days):  <math>K = (K1+K2+\dots +K15) =</math> Actual Operated Bus Kilometer (as per Form IV)            Average Bus Kms= <math>K/\text{no of days of billing period.}</math>            Now the rate can be finalized basis average bus kms.</p> <p>How to consider the rate:            Case 1: if Average Bus Kms &lt; Daily assured kms, the rate considered <b>for deficit km (i.e. non-operated kms under daily assured kms)</b> will be as per rate quoted in Financial Format <b>excluding fuel cost. Rate for actual operated kms which is less than equal to daily assured kms, will be as per rate quoted in financial format.</b></p> <p>Case 2: if Average Bus Kms &gt; Daily assured kms, then rate quoted will be 90% of the rate quoted in Financial Format <b>excluding fuel cost</b> for the excess kms over daily assured kms)</p> <p>Payment for fuel will be given at actual kilometres operated.</p>	<p><math>A_1 = \text{Rate} \times \text{Actual Operated Bus Kilometer}</math></p> <p><math>A_1 =</math> Fee computation or Billing Amount for Bus No 1.</p>
..		....	
n.	N	<p>Bus Kms Operated as per Form-IV for the period (For e.g. 15 days):  <math>K = (K1+K2+\dots +K15) =</math> Actual Operated Bus Kilometer (as per Form IV)            Average Bus Kms= <math>K/\text{no of days of billing period.}</math>            Now the rate can be finalized basis average bus kms.</p> <p>How to consider the rate:</p>	<p><math>A_n = \text{Rate} \times \text{Actual Operated Bus Kilometer}</math></p> <p><math>A_n =</math> Fee computation or Billing amount for Bus No n.</p>



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Sl. No.	Bus No.	Fee Calculation Formulae	Fee Computation
		<p>Case 1: if Average Bus Kms &lt; Daily assured kms, the rate considered for <b>deficit km (i.e. non-operated kms under daily assured kms)</b> will be as per rate quoted in Financial Format <b>excluding fuel cost. Rate for actual operated kms which is less than equal to daily assured kms, will be as per rate quoted in financial format.</b></p> <p>Case 2: if Average Bus Kms &gt; Daily assured kms, then rate quoted will be 90% of the rate quoted in Financial Format <b>excluding fuel cost</b> for the excess kms over daily assured kms)</p> <p>Payment for fuel will be given at actual kilometres operated.</p>	
Amount (A)		$A = A_1 + A_2 + A_3 + \dots + A_n$ where $A_1, A_2, A_3, \dots, A_n$ are amount for a 15 day billing period for respective buses	

- Payment shall be made based on the actual number of kilometres travelled each day based on MSRTC Form No IV. For this purpose, the rate quoted in the Financial Format shall be considered for billing.
  - The selected bidder shall maintain records of its operations (day, route, time of departure, vehicle no, trip code, from and to, odometer reading, kms travelled etc.), maintenance (for e.g. frequency, type of maintenance, tenure of maintenance etc.) and billing details (SLAs, penalties etc.). The data to be uploaded on the software application developed by MSRTC, post verification and approval from competent MSRTC officials. Any change or fraudulent activity, if noticed, by MSRTC including manipulation of data may result into serious action being taken against respective selected bidder(s) including termination and blacklisting. The record for each billing cycle should be made available to MSRTC in the format desired by MSRTC such as XLS, PDF etc. A login for the application shall be given to successful bidder(s) for updating operation details. Each vehicle supplied should be listed on the application and mapped/tagged to respective depots of operation.
  - The **Assured Bus Kilometer/day** for the first 5 years shall be for 400 kms and for the remaining contract period, it shall be 300 kms.
- Cancelled kilometres on account of any reason beyond the control of MSRTC shall be deducted from the assured kilometres.  
For the purpose of calculation and certification of the total kilometers performed on any day, the distance as per the Form- IV of the schedule of MSRTC shall be considered.
  - The **Assured Bus Kilometer/day** shall not be applicable in case of Force Majeure events/situation. The details regarding Force Majeure clause is mentioned in Clause 5.14.5
  - Average** kilometers for each month (i.e. kms for total days in a calendar month) shall be calculated for each bus individually as per Form IV.
  - Invoice: Invoices shall be raised every 15 days based on the actual kilometers travelled as per Form IV.





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### 4.12 Payment Terms

1. No advance payment shall be made.
2. Payment will be released after successful implementation of respective individual phases.
3. The Selected Bidder's request for payment shall be made to MSRTC in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.
4. Payment shall be made only after the positive satisfactory report by the MSRTC's Official at every stage that is
  - Pre-Installation/Supply testing of Goods/Products/Services/Solutions at the MSRTC's premises
  - Conforming the Quality of delivered Vehicles.
  - On submission of Performance Security Deposit in the form of bank guarantee of **INR 50,000 per bus.**
  - The bill must be accompanied with following documents –
  - Signed commercial invoice (three copies).
  - The Selected Bidder shall submit fortnightly status reports for all the resources deployed on the project at respective locations.
5. Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank / RTGS in the name of Selected Bidder.
6. MSRTC shall be the exclusive supplier of diesel to the Selected Bidder(s) for bus operations. The Selected Bidder shall bear the cost of Diesel. The cost of diesel shall be as per the prevalent market rates and shall be deducted from invoices submitted by the Selected Bidder(s). Only in case of emergency, the selected bidder(s) shall be allowed to refill/refuel from pumps other than that of MSRTC but the cost for the same in that case shall be borne by the selected bidder(s) and MSRTC shall not pay for the same. Presently, MSRTC gets diesel supply directly from IOCL at a discounted rate. (Approximately Rs. 5/- less than the market price).
7. The consumption of diesel for respective depots shall be determined by MSRTC. In addition to the consumption of diesel fixed for respective depots, MSRTC shall give extra 5% diesel of the estimated diesel consumption. Any additional diesel consumption, on any route will be borne by the Selected Bidder(s). The diesel saved during trips will not be claimed by MSRTC from the selected bidder(s). It is being done to help selected bidder(s) accommodate the dead kilometres and the bus mileage throughout out the contract period. For any excess consumption, above and beyond the fixed limit, diesel per litre shall have to be procured from MSRTC at retail rate of respective city.
8. Kilometer per litre (KMPL) for all buses put into operation within first two months of operation from the date of deployment of first bus in each depot will be determined depot wise basis the actual performance and as decided by MSRTC. The depot wise KMPL for all deployed buses will be individually calculated. To arrive at the final KMPL, weighted average of KMPL (rounded off to two decimal places) for all the buses of the respective depots shall be considered. The final KMPL shall then be fixed depot wise for the entire contract period.
9. Any extra buses remaining after equal distribution shall be randomly allocated to depots. Further, 5% extra diesel shall will not be applicable for the first two months of operation from the date of deployment of first bus.
10. The diesel tanks of buses shall be kept under double lock and key, and a copy of the key shall be given to MSRTC by the successful bidder(s). The successful bidder(s) shall have restricted access to bus diesel tanks and under no circumstances shall the successful bidder(s) or its representatives/employees/any other person



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tamper/access the diesel tanks without prior consent of MSRTC authorities during the first two months of operation.

### 11. Revision of Fee:

The Rate per kilometre for Hiring of Non-AC HSD Buses will be revised each year, after the completion of second year of operation out of total contract period. The revision will be @ 2% on the 40% Quoted Rate. For subsequent years, the revision shall be 2% of the (40% rate for the previous year).

The following table may be noted for the purpose of revision of rates, where the cost of different component has been assumed:

Sl. No.	Component	Revision Type	Method
1.	Capital Expenditure (20% of Quoted Rate)	No revision	Not Applicable
2.	Fuel (40% of Quoted Rate)	No Revision	Not Applicable
3.	Manpower Cost (20% of Quoted Rate)	Annually, each year after completion of two (2) years of contract period.	First revision will be @ 2% on the 40% Quoted Rate. For subsequent years, the revision shall be 2% of the 40% rate for the previous year.
4.	Other Consumables/ Expenditure (20% of Quoted Rate)		

12. It is the responsibility of the Selected Bidders to quote for and provide all the materials for meeting all the requirements of the RFP.

13. In the event of MSRTC deciding to discontinue with the services of the Selected Bidder(s) due to any fault of the selected bidder(s), MSRTC shall terminate the contract and recover losses/penalties from the security deposit or outstanding payable to the bidder(s) as per SLA terms and conditions.

### 4.13 Escrow Account

1. The Authority shall within 30 days from the Execution Date open and establish an account (the “Escrow Account”) with a nationalized bank (the “Escrow Bank”).
2. For the purpose of opening and operating an Escrow Account, the Authority shall enter into an Agreement with the Agency and the Escrow Bank (“the Escrow Agreement”). The Escrow Agreement shall remain in full force and effect until the Escrow Account is not discharged in accordance with the terms contained thereof. Escrow Agreement shall be shared with successful bidder.
3. The Escrow Account shall only be operated by the Authority. Authority will maintain balance equivalent to 1(one) month of Fee throughout the contract period.
4. Escrow Account shall, inter alia, provide for a priority order for payment to be made out of it at the beginning of every Payment Period.
5. Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated by the Authority.

### 4.14 Regulation and Licensing

The Selected Bidder shall arrange for all the necessary legal, regulatory, and licensing clearances for the trouble free/hassle free operations. All Licenses procured shall be in name of MSRTC.



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#### 4.15 Service Level Agreement (SLAs)

1. The Selected Bidder(s) of vehicle manufacturer shall **supply, operate and maintain 100 Ordinary Buses of 12 m length each for Intercity Bus Operations of the Corporation**. The selected bidder(s) must provide the road worthy buses to the Corporation in stipulated time failing which the penalty will be imposed by the Corporation.
2. After six months from date of signing of contract, MSRTC reserves the right to cancel the order and terminate the contract and recoveries, if any, will be made from Selected Bidder's security deposit for non-supply of buses.
3. Penalty amount will be deducted from the bills payable to vendor or Security Deposit or both.
4. If the amount is deducted from the security deposit, the Selected Bidder(s) will have to recoup the amount so recovered within 10 days.
5. If for any reason, whatsoever, the scheduled trips could not be completed due to fault of the selected bidder(s)/force majeure situation, then the payment shall be made at rate quoted, based on the actual no kms travelled as per odometer reading/as decided by MSRTC and assured km for that day for that bus shall not be considered.
6. The decision of the Authority in this regard shall be final and binding on the selected bidder(s).
7. The discretion to waive the penalty, if informed and found justifiable, will be with concerned MSRTC official.

**SLA TABLE**

Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
1	Break- down of Contracted Buses calculated in terms of number of break downs	NIL (Zero) Breakdowns	The Penalty per bus per instance shall be Rs. 5,000/-  Penalty will be levied on the cancelled kms. If a bus is not operational or has breakdown, payment shall be made for the KMs covered by the Bus for all the fully completed trips for that day.



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Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
2	Punctuality (Adherence to timely delivery of vehicles post maintenance i.e. 30 minutes prior to departure schedule in the respective depots)	Punctuality to be calculated on a day-to-day basis.	<p>For each case: In case the Successful Bidder(s) fails to make the bus available before the scheduled time, but provides the bus within 30 minutes after the schedule time, the Corporation shall levy a penalty of Rs.1000/- and if the bus is provided after 60 minutes of the scheduled time, the Corporation shall levy a penalty of Rs.2,000/-.</p> <p>In case the bus is not provided even after one (1) hours of scheduled time, the Corporation shall levy a penalty of Rs. 5,000/-</p> <p>If bus is not provided on scheduled time, it is at Depot Manager's discretion to assign the bus to any other schedule. If depot manager assigns the bus to any other schedule, then the payment for that particular bus for that particular day shall be made on the actual km not on the assured kilometers.</p>
3	Skipping of Designated Stops without Permission and Stopping and/ or Forcing Passengers to alight at Non-Designated Stops	NIL (Zero) cases	<p>INR 250 / Stop Skipping Case INR 250 / Case</p> <p>As Identified through ITMS Reports, the Authority, Commuters, Random Checks</p>
4	Unauthorized Stoppage	NIL (Zero) cases	Fleet Owner will be provided with list of existing hotels to stop, if buses does not stop at the authorised hotels declared in the existing/revised list then INR 500 will be fined per case.



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Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
5	Defects/Malfunctioning	NIL (Zero) cases	<p>INR 500 / Case- Malfunctioning Passenger Doors</p> <p>INR 1000 / Case- Broken / Loose / Missing Passenger Seat</p> <p>INR 500 / Day / Case- Driving Buses with lights malfunctioning/ switched off, (head lights, taillights, indicator lights, brake lights) Broken side, front or back window, dents or impacts/ protruding covers/cases etc.</p>
6	Disobedience and misbehavior on the part of driver, owner, or his representative.	NIL (Zero) cases	<p>For each case:</p> <p>First default – Rs 300/-</p> <p>Second default- Rs 500/-</p> <p>Third default- Termination of driver, police case</p>
7	Smoking and usage of cellphone during driving	NIL (Zero) cases	<p>For each case:</p> <p>First default – Rs 500/-</p> <p>Second default- Rs 1000/-</p> <p>Third default- Termination of driver</p>
8	Drunken driving/Intoxicated state during driving	NIL(Zero) Cases	<p>Penalty- Rs. 1000</p> <p>Immediate Termination of driver for on duty drunken driving cases.</p> <p>For reporting to work in inebriated state, the driver(s) shall not be allowed to join the duty/board the bus. Alcohol testing of drivers prior to each trip is mandatory and shall be carried out by MSRTC officials. Bidder deployed employees must adhere to instructions issued by MSRTC and shall not object to such tests. In addition to this random alcohol and other tests may also be conducted.</p>
8	For not maintaining cleanliness i.e., sweeping & washing	NIL (Zero) cases	<p>For each case:</p> <p>First default – Rs 100/-</p> <p>Second default- Rs 200/-</p> <p>Third default- Rs 300/-</p> <p>For all subsequent defaults- Rs 500/-</p>



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Sl. No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
9	Keeping the ITMS / VTS Equipment Switched off Even if it is Functional or tamper of such devices	NIL (Zero) cases	INR 1000 / Bus / Day No of Cases / No items of ITMS / VTS Equipment
10	Any damage to fixed infrastructure belonging to the MSRTC.	Damage to the fixed Infrastructure like buildings, railing, streetlight, bus stop, terminals, parking places etc. during the operation.	All expenses at actuals arising out of such occurrences shall be borne by the operator and same will be deducted from the invoice raised/security deposit.

8. All above mentioned penalties are exclusive to each other.
9. If the penalty for any three consecutive months is greater than equal to 5% of monthly billing amount, the penalty shall be capped at 5% of the monthly billing amount and the penalty slab will change to 10% of the monthly billing amount for the succeeding month(s); after falling into the penalty bracket of 10% of monthly billing amount, the penalty shall be capped at 10% for penalties greater than equal to 10% of monthly billing amount. However, for penalties less than 10% of total billing amount, penalties will be paid as per actuals. The selected bidder(s) need to ensure penalties less than 5% of the monthly billing amount for three consecutive months to fall back into the previous 5% slab bracket. (5% of total billing amount)
10. MSRTC would have right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 10% of the monthly billing amount for three (3) consecutive months.
11. No operational penalty shall be imposed on the successful bidder(s) for a period of 1 (one) month from the date of delivery of first bus.

#### 4.16 Handling of Bidder Grievances/Dispute Resolution

1. To look after the grievances of the Bidder, MSRTC shall form a two-tier Committee comprising of:
  - Tier 1 Committee- DC (Divisional Controller), DTO, DAO/AO
  - Tier 2 Committee- GMT(Traffic), DC HQ, DAO/AO
2. All grievances, clarifications shall be addressed to Tier 1 Committee first. In case of no satisfactory resolution, it shall be passed on to Tier 2 Committee.
3. In case no satisfactory resolution is received by the Selected Bidder(s) through the two-Tier Committee, the matter shall be taken up with Hon'ble VC & MD, MSRTC. The decision of Hon'ble VC & MD in this regard shall be final and binding.

#### 4.17 Exit Management

Exit Management process will be initiated 6 months before the ending/termination of the project contract. In order to align both the parties on transition modalities, the Bidder will submit a detailed Exit Management Plan six (6) months before the ending date of the contract. All operation related data shall be handed over to MSRTC at no additional cost.



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### 5 General Conditions of Contract

#### 5.1 General Guidelines

1. The system of recording, measurements and payments will be based on the MSRTC in vogue.
2. It is presumed that the Bidder has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by him.
3. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the Traffic in-charge shall be final and binding.
4. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e. before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Bidder, the matter will be decided according to the tender stipulations.
5. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

#### 5.2 Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

#### 5.3 Key Performance Measurements

1. Unless specified by the Employer to the contrary, the Selected Bidder(s) shall supply the buses, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, and the Service Specifications as laid down under Service Level Agreement.
2. If the Contract / Service Specification include more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

#### 5.4 Commencement & Progress

The Selected Bidder(s) shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.



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2. The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
3. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Selected Bidder(s) shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Employer and shall, at all times, support and safeguard the Employer's legitimate interests in any dealings with Third parties.

### **5.5 Trademarks, Publicity**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

### **5.6 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MSRTC in relation to, or matters arising out of, or concerning the bidding process. MSRTC will treat all information submitted as part of the bid in confidence and will require all those who have access to such material to treat the same in confidence. MSRTC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MSRTC or as may be required by law or in connection with any legal process.

### **5.7 Ethics**

Selected Bidder(s) represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this RFP and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Employer standard policies and may result in cancellation of this Agreement.

### **5.8 MSRTC's Obligations**

1. MSRTC nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
2. MSRTC shall ensure that timely approval is provided to the Selected Bidder(s) as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
3. MSRTC's Representative shall interface with the Selected Bidder(s), to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MSRTC shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.





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4. MSRTC may provide on Selected Bidder's request, particulars/information/ or documentation that may be required by the Selected Bidder(s) for proper planning and execution of work and for providing services covered under this contract and for which the Selected Bidder(s) may have to coordinate with respective vendors.
5. MSRTC may provide to the Selected Bidder(s), sitting space and basic infrastructure at their office location.

### **5.9 Events of default by the Selected Bidder**

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The failure on the part of the Selected Bidder(s) to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Selected Bidder(s). The events of default as mentioned above may include inter-alia the following:

1. The Selected Bidder's Team has failed to perform any instructions or directives issued by the Employer which it deems proper and necessary to execute the scope of work or provide services under the Contract, or.
2. The Selected Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Selected Bidder has fallen short of matching such standards / benchmarks / targets as the Employer may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Employer;
3. The Selected Bidder(s) has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Employer, despite being served with a default notice which laid down the specific deviance on the part of the Selected Bidder's Team to comply with any stipulations or standards as laid down by the Employer; or
4. The Selected Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Employer during the term of this Contract and which the Employer deems proper and necessary for the execution of the scope of work under this Contract.
5. The Selected Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract.
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
7. The Selected Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
8. The Selected Bidder's team are involved in fraud/wilful misconduct.
9. Where there has been an occurrence of such defaults inter alia as stated above, the Employer shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
10. Where despite the issuance of a default notice to the Selected Bidder by the Employer the Selected Bidder fails to remedy the default to the satisfaction of the Selected Bidder, the Employer may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Employer.



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### 5.10 Consequences of Default

Where an Event of Default subsists or remains uncured, the Employer shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Selected Bidder(s). The Selected Bidder(s) shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Selected Bidder(s) under the Contract by a written notice of suspension to the Selected Bidder(s), provided that such notice of suspension:
  - a. Shall specify the nature of the failure; and
  - b. Shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Selected Bidder(s).

Any decision taken by Hon'ble VC & MD, MSRTC shall be final and binding on the Selected Bidder(s).

### 5.11 Audit, Access and Reporting

#### 1. Purpose

- a) This section details the audit, access and reporting rights of Employer and the respective obligations of Selected Bidder(s) under the contractual terms of Project Implementation, Operation and SLA Management.
- b) Employer may engage a suitable, neutral and technically competent third party agency or agencies for conducting audit and certification, upon intimation by the Selected Bidder(s) that the system implementation is complete.
- c) The Bidder being notified of any deviations from the agencies nominated by Employer regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- d) All the cost for third party agencies will be borne by the Selected Bidder(s).

#### 2. Notice and Timing

- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Selected Bidder(s) any further notice of carrying out such audits. The cost of third party audits have to be borne by the selected bidder(s).
- b) The Employer or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit is notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- c) The frequency of audits shall be decided by the Employer



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- d) In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by Employer, in writing.
- e) The audit and access rights contained shall survive the termination or expiration of the Agreement.

### 3. Access

- a) The Selected Bidder(s) shall provide Employer access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- b) Employer shall have the right to copy and retain copies of any relevant records. The Selected Bidder(s) shall co- operate with Employer in effecting the audits and providing necessary information.

### 5.12 Ownership

1. The Buses remain the property of the Selected Bidder throughout the Tenure. The Authority has the right to exclusive use of the Buses during the Tenure.
2. The Selected Bidder must not create or allow an encumbrance over any of the parking space(s) or bus depot provided by authority during the Term.
3. The ownership of ticketing, advertising or any form of revenue generation rights shall reside with MSRTC only.

### 5.13 Other Conditions

#### 5.13.1 Indemnity

The Selected Bidder(s) shall indemnify the MSRTC against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Selected Bidder in the execution of or in the connection with the work of this Contract and against lose or damage to the MSRTC in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

### 5.14 Corrupt or Fraudulent Practices

1.1 MSRTC requires that Selected Bidders/Suppliers/Contractors under contracts, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MSRTC.

1.2 Defines, for the purposes of this provision, the terms set forth below as follows

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
- Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.



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### 5.14.1 Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only.

### 5.14.2 Import License

The Selected Bidder(s) shall have to make their own arrangements to secure import license and / or release of controlled or scarce infrastructure if required by them for fulfilment of the contract. The MSRTC shall not be bound to give any assistance to the bidders on this behalf.

### 5.14.3 Safe Custody

All the charges for safe custody and withdrawal of and for the collection of interest etc. on the proper deposit will be payable by the contractors.

### 5.14.4 Risk & Cost

- In case the Bidder fails to deliver the quantity as stipulated in the delivery schedule, the MSRTC reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the contractor.
- If it is observed that the Contractors carrying out the work fails to comply with instructions given by the MSRTC authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

### 5.14.5 Conflict of Interest

Selected Bidder(s) shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MSRTC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Selected Bidder(s) to complete the requirements as given in the application document.

### 5.14.6 Confidentiality

- The Selected Bidder(s) will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MSRTC and other Government Departments. The Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Selected Bidder(s) must safeguard the confidentiality of the MSRTC's and Government Department's business information, applications and data. For this, Bidder is required to sign Non-disclosure agreement with MSRTC and Government Department (for the respective project).
- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Empanelment. The



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MSRTC may apart from blacklisting the Selected Bidder(s), initiate legal action against the Selected Bidder(s) for breach of trust. The Selected Bidder(s) shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the MSRTC.

- Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

### 5.14.7 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the empanelment/project execution leading to disagreement between the MSRTC and the Selected Bidder(s), the latter shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute through the two Tier Committee formed by MSRTC, the dispute/claim etc. relating to the contract/engagement shall be referred to the Hon'ble Vice Chairman & Managing Director of MSRTC whose decision shall be final and binding on both the parties..

### 5.14.8 Governing law and Jurisdiction

This Empanelment Award and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.

### 5.14.9 Limitation of Liability

1. The liability of selected Bidder(s) (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this Clause shall not be applicable to the indemnification obligations.
2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Empanelment Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

### 5.14.10 Variation in Agreement Quantity & its Payment

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MSRTC.
2. Powers of Modification to contract: MSRTC shall be entitled by order in writing to enlarge or extend, diminish or reduce in quantities of order placed for buses.



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### 5.14.11 Extension of timelines

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by Contractor to the employer. If failure, on the part of contractor, to complete scope of work in proper time shall have arisen from any cause which the MSRTC may admit as reasonable ground for an extension of the time, MSRTC may allow such additional time as it considers to be justified by circumstances.

### 5.14.12 Relationships

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “MSRTC” and the “Selected Bidder(s)”. No partnership shall be constituted between MSRTC and the Bidder by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The Selected Bidder(s) shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

### 5.14.13 Termination

1. MSRTC may, without prejudice to any other remedy for breach of Contract, terminate the Contract in case of the occurrence of any of the events specified in paragraphs (2) through (9) of this GCC Clause 5.14.13 In such an occurrence, MSRTC shall give not less than 30 days’ written notice of termination to the Selected Bidder(s).
2. If the Selected Bidder(s) does not remedy a failure in the performance of its obligations under the Contract, **within thirty (30)** days after being notified or within any further period as MSRTC may have subsequently approved in writing.
3. If the Selected Bidder(s) becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the Selected Bidder(s), in the judgment of MSRTC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If the Selected Bidder(s) submits to the MSRTC a false statement which has a material effect on the rights, obligations or interests of MSRTC.
6. If the Selected Bidder(s) places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MSRTC.
7. If the Selected Bidder(s) fails to provide the quality services as envisaged under this Contract, MSRTC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MSRTC may decide to give one chance to the selected Bidder(s) to improve the quality of the services.
8. If the Selected Bidder(s) fails to comply with any final decision reached as a result of arbitration proceedings.
9. In the event MSRTC terminates the Contract in whole or in part, pursuant to GCC Clause, MSRTC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Selected Bidder(s) shall be liable to MSRTC for any additional costs for such similar services. However, the Selected Bidder(s) shall continue performance of the Contract to the extent not terminated.



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10. The Selected Bidder(s) may also raise request for termination of contract by giving three (3) months written notice citing valid/appropriate reasons. The termination request shall be subject to review by Hon'ble VC & MD, MSRTC before accepting and granting the same.

### 5.14.14 Assignment

The Selected Bidder(s) shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party."

### 5.14.15 Force Majeure

A Force Majeure event shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and /or Political Event.

1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
6. Force Majeure events shall be applicable as per Clause 5.14.15. However, for the purpose of extension in contract period, a continuous period of 15 days or more must be in effect to qualify for such extension in contract period. Individual incidents of force majeure events cannot be clubbed together to seek extension in contract period. The Selected Bidder(s) shall inform MSRTC in writing within 2 days of occurrence of such events.
7. Force Majeure events shall be applicable as per Clause 5.14.15. However, for the purpose of extension in contract period, a continuous period of 15 days or more must be in effect to qualify for such extension in contract period. Individual incidents of force majeure events cannot be clubbed together to seek extension in contract period. The Selected Bidder(s) shall inform MSRTC in writing within 2 days of occurrence of such events.
8. Such events may include, but are not limited to:



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**i. Non Political Events:**

A Non-Political Event shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Depot Sites);
- b. strikes or boycotts (other than those involving the Operator, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty-four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year
- c. any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such Contractor;
- d. any delay or failure of an overseas Contractor to deliver rolling stock or equipment in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Contractor;
- e. any judgement or order of any court of competent jurisdiction or statutory authority made against the successful bidder(s) in any proceedings for reasons other than (i) failure of the successful bidder(s) to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site or the Depot Sites that could not reasonably have been expected to be discovered through a site inspection;

**ii. Indirect Political Event;**

An Indirect Political Event shall mean one or more of the following acts or events:

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;
- c. industry-wide or State-wide strikes or industrial action for a continuous period of [24(twenty-four)] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year;
- d. any civil commotion, boycott or political agitation which prevents production and assembly of Buses or fulfilment of Maintenance Obligations by the selected bidder(s) for an aggregate period exceeding [15 (fifteen)] days in an Accounting Year;
- e. failure of the Authority to permit the successful bidder(s) to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;
- f. any Indirect Political Event that causes a Non-Political Event; or
- g. Any event or circumstances of a nature analogous to any of the foregoing.





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### iii. Political Event;

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
- b. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme
- c. unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by successful bidder(s) to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the successful bidder(s) inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- d. Any event or circumstance of a nature analogous to any of the foregoing.

iv. Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.

9. If a Force Majeure situation arises, the Selected Bidder(s) shall promptly notify the MSRTC in writing of such conditions and the cause thereof within twenty calendar days.
10. Unless otherwise directed by the MSRTC in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
11. If the duration of delay continues beyond a period of three months, Board and the Selected Bidder(s) shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MSRTC, shall be final and binding on the Selected Bidder(s).

### 5.14.16 Non-Fulfillment of Conditions Precedent

1. In the event that any of the obligations of the Selected Bidder(s) has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Selected Bidder(s)' obligations with regards to implementation schedule, Employer shall not be liable in any manner whatsoever to the Selected Bidder(s) and Employer shall forthwith invoke the Performance Security Deposit (Bank Guarantee) and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Bidder prior to the fulfilment in full of the obligations, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.



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4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Selected Bidder(s) linked to the delay in fulfilling the Conditions Precedent.

### 5.14.17 Governance Schedule

1. The Selected Bidder(s) shall document the agreed structures in a procedural manual under the guidance and supervision of Employer.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.



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## 6 Guidelines for Technical Proposal

### 6.1 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

**Sub: Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division**

**Ref: Tender No. ST/TR/ORDHIRED/1361**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division”**.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division.”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MSRTC or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized bank in India, for a sum of INR 50,000/- per bus for the due performance of the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MSRTC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MSRTC is true, accurate, and complete.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MSRTC as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I \_\_\_\_\_, the Company Secretary of \_\_\_\_\_, certify that \_\_\_\_\_ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

**6.2 Format to share Bidder's and Bidding Firms Particulars**

The Table below provides the format in which general information about the bidder and all members of consortium must be furnished.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

S No	Information	Details
1.	Name of Bidding firm	
2.	Address and contact details of Bidding firm	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Permanent Account Number (PAN)	
7.	Company's GST	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Mailing Address and contact details of Bidding firm:	
15.	Web Site Address	
16.	Firm Registration Number and Year of Registration	
17.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
18.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

### 6.3 Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy (editable excel format) and hard copy) as mentioned in section "Key Events and Dates"



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

Ref: RFP Notification number:

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

## 6.4 Format to Project Citation

(To be submitted on the Letterhead of the responding company)

### 6.4.1. List of Projects

S No	Name of Project	Client Name	Page Nos (From-To)
1			
2			
3			

### 6.4.2. Individual Project Citation Format

Sr. No.	Item	Details
General Information		
1.	Customer Name	
2.	Name of the Contact person and details for the client of the assignment	
Project Details		
3.	Project Title	
4.	No. of Diesel/CNG Buses supplied	
5.	Start Date	
6.	End Date	
7.	Duration of the project (In Months)	
8.	Current Status (Work In progress, Completed)	
9.	Number of staff deployed on the assignment	
10.	Work Order	Document/ Attachment Ref. Number along with page number
11.	Copy of Agreement	Document/ Attachment Ref. Number along with page number
12.	Satisfaction Certificate/Completion Certificate	Document/ Attachment Ref. Number along with page number



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

Size of the Project		
13.	Contract value of the project (in INR. Crores)	
14.	Contract Start Date – End Date	
15.	Scheduled Milestone	
16.	Monetary Penalty/ Blacklisted/ Penalized Amount	
Narrative description of project describing the scope of work		
Progress of the project (Description)		
Payment Received till Date		

**Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical bid evaluation.**





Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**6.5 Checklist for the documents for Technical Proposal**

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
1			Bid Covering Letter		
2			Scanned copy of EMD & Online payment of Tender Document Fee receipt		
3			Scanned, Signed and Stamped Copy of RFP Document		
4.			Format to share Bidder's and Bidding Firms Particulars		
TQ1	Legal Entity	<p>The bidder (all members in case of consortium) should be a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p style="text-align: center;"><b>OR</b></p> <p>A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as on bid due submission date.</p> <p style="text-align: center;"><b>OR</b></p> <p>A Sole Proprietorship with valid Certificate/ License issued by Municipal authorities under Shop and Establishment Act in India as on bid due submission date</p>	General Information of Bidder (all members in case of consortium) along with Bidder's constituting documents such as MOA, AOA.		
			Copy of Certificate of Incorporation/ Registration/Partnership deed of Bidder (all members in case of consortium)		
			Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India		
			Copy of PAN Card		
			Copy of GST Registration		
			For All Bidders such information may be furnished as applicable.		
			In case of Consortium Power of Attorney for Lead Member of Consortium and Consortium Declaration as per <a href="#">Annexure F</a> and <a href="#">Annexure G</a> respectively.		
TQ2	Turnover	The average annual turnover of the bidder or combined average annual turnover of all	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory		



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		consortium members of last three (3) years should be greater than or equal to <b>INR 10 cr. (F.Y 17-18,18-19,19-20)</b>	Auditor/Chartered Accountant and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format <a href="#">Annexure D</a>		
TQ3	Capability	<p>The Bidder and/ or consortium shall have held (own) a fleet of minimum 25 Diesel/CNG buses continuously during the last 2 years immediately preceding the Bid Due Date.</p> <p>Or</p> <p>The Bidder and/ or consortium shall have experience of supplying and operating buses to State Transport undertakings/Urban Transport undertakings in India during the last 5 years immediately preceding the Bid Due Date.</p>	<p>RC Copies, Valid Insurance and Tax Certificates* for holding a fleet of minimum 25 Diesel/CNG buses continuously during the last 2 years. <b>Details to be filled as per <a href="#">Annexure K</a> (refer Annexure 1 below)</b></p> <p><b>*Bidders having valid exemption certificate for road tax for respective buses from RTOs for non-operation/use of vehicles shall be accepted</b></p> <p><b>Or</b></p> <p>Work Order/Copy of Agreement and Satisfaction Certificates for on-going projects/ Completion Certificate for completed projects from the Client in case of experience of supplying and operating buses to State Transport undertakings/Urban Transport undertakings. Project Citation as per format specified in <a href="#">Clause 6.4</a></p> <p><b>and</b></p> <p>Declaration for having experience at least operation of minimum 25 diesel/CNG buses as per format <a href="#">Annexure E</a></p>		
TQ 4	Manpower	The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance	<p>Attested copy of the Employee Provident Fund registration letter / certificate.</p> <p><b>Or</b></p>		



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Y/N)	Pg. No.
		Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act.  <b>Or</b> Attested copy of the Employee State Insurance registration letter / certificate.		
TQ 5	Blacklisting	The Bidder (All members in case of a consortium) should not be debarred / blacklisted by any State Government/ Central Government / PSU/ Transport Organization in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT as on date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per <a href="#">Annexure A</a> .		

**Checklist as per Technical Qualification mentioned in Section 3.26: Technical Qualification Criteria**



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

## 7 Guidelines for Financial Proposal

### 7.1 Financial Proposal Cover Letter

**(Not to be enclosed along with Technical Cover)**

**(To be submitted on the Letterhead of the bidder)**

Date: dd/mm/yyyy

To  
General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

**Subject: Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division.**

**Ref: MSRTC Tender No: ST/TR/ORDHIRED/1361**

Dear Sir,

We, the undersigned, offer to provide the services for “**Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division**” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by MSRTC. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

### 7.2 Financial Proposal Instructions

1. MSRTC shall award the entire scope, as mentioned in [Section 4.0](#) of the RFP.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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2. All factor/services/components need to be taken into consideration before filling in the per km rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MSRTC does not guarantee work order for the bids submitted.
3. All the prices are to be entered in Indian Rupees ONLY.
4. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging and other related items.
5. The Rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MSRTC at the time of releasing the payments.
6. The rates mentioned above shall be valid for the contract duration unless revised by MSRTC.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**7.3 Format for Financial Bid**

**(COMMERCIAL BID OR PRICE BID)**

Ref: MSRTC RFP No:

**Table A: Summary Cost**

Sr. No.	Description	Approximate Km slab for 12 m	Rate per Km. Charges (In INR) Exclusive of all taxes	No. of 12m BS VI buses to be supplied
1.	12 Long Meter. Buses	Up to 400 kms		XX
2.	Rate (in words in INR)			

**Note:**

- Bidder shall quote for 12 M bus Non-AC BS VI Buses
- Each bus will be given a 400 kms/per day. assured run for the first five years and 300 kms/day for the remaining contract period.
- Rate per Km mentioned in above table shall be used for commercial evaluation purposes, actual payment shall depend on number of Kms. operateed.
- Price to include all maintenance, parts, labour, supplies, delivery, set-up and training. The Bidder will not charge for shipping of buses.
- The price shall be inclusive of price of diesel. The price of Diesel to be considered throughout the contract period shall be fixed at **₹. 95.88** per litre **for (Sangli)**, which is the average price of diesel for all the selected depots for operation as on date of publication of RFP. The diesel price shall be deducted from the monthly billing amount. Any increase in diesel price shall be borne by MSRTC.
- For kms travelled above 400 kms, the payment for excess kms shall be calculated at 90% of the quoted rate excluding the fuel cost. In case kms travelled is below 400 kms:**
  - rate for actual operated kms which is less than equal to daily assured kms, will be as per rate quoted in financial format.
  - for deficit km (i.e. non-operated kms under daily assured kms) will be as per rate quoted in Financial Format excluding fuel cost.
- Diesel will be calculated on the basis of Kilometer per litre (KMPL), and will be derived for all buses put into operation within first two months of operation from the date of deployment of first bus in each depot. KMPL will be determined depot wise basis the actual performance and as decided by MSRTC. The final KMPL shall then be fixed depot wise for the entire contract period.**

For e.g. if the quoted rate is INR 50 and the total kms travelled for the day for a particular bus is 450. The computation will be as following:

For 400 km= INR (400 X 50) = INR 20,000



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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For additional 50 km= INR (50 X 45) = INR 2250

Total amount for the day = INR (20000 + 2250) = INR 22,250

7. Taxes (if any) shall be paid as actual at prevailing rates by MSRTC



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

## 8 Annexures

### Annexure A: Format for Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To  
General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

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

#### Tender Reference No:

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred /blacklisted by any Government or PSU for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MSRTC, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:





Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure B: Performance Security - Bank Guarantee Format**

**Form of Bid Security (Bank Guarantee)**

*(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)*

To  
General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for **Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division** to Employer (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>).

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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2. This bank guarantee shall be valid up to <Insert Expiry Date>)
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 2021

For \_\_\_\_\_

(Indicate the name of the Bank)



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure C: Non-Disclosure Agreement**

[Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, Maharashtra State Road Transport Corporation Limited on the one, (hereinafter called the “MSRTC”) and, on the other hand, [Name of the Bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

1. The “MSRTC” has issued a public notice inviting various organizations for provision of **Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division** (hereinafter called the “Project”) of the MSRTC;

2. The Bidder, having represented to the “MSRTC” that it is interested to bid for the proposed Project,

3. The MSRTC and the Bidder agree as follows:

a) In connection with the “Project”, the MSRTC agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MSRTC operations that are considered confidential.

b) The Bidder to whom this information (Request for Proposal) is disclosed shall –

1. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
2. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
3. use the information only as needed for the purpose of bidding for the Project;
4. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
5. undertake to document the number of copies it makes
6. on completion of the bidding process and in case unsuccessful, promptly return to the MSRTC, all information in a tangible form or destroy such information

4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:

- i. was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
- ii. is or becomes publicly known through no wrongful act of the Bidder; or
- iii. is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.

5. The Agreement shall apply to all information relating to the Project disclosed by the MSRTC to the bidder.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

6. MSRTC will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. MSRTC reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MSRTC to the Bidder, the MSRTC shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MSRTC is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MSRTC on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the MSRTC, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MSRTC forthwith after receipt of notice, and (iii) upon request of the MSRTC, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MSRTC and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the MSRTC be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MSRTC and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure D: Financial Declaration of Bidder**

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

We, ....., certify that we have verified the relevant financial statements and other records of .....(Name of Company), having its Indian registered office at..... The financials for the past three years have been summarized below:

1. Financial Declaration of Bidder

Description	Financial Year		
	2017-18	2018-19	2019-20
(All Currency in INR and Crores)	A	B	C
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover =(A+B+C)/3			

The Average Annual Turnover for .....(Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the .....(Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y 17-18,18-19,19-20)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the .....(Name of the Company).

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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Notes:

- Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.)
- The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
- Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years (F.Y 17-18,18-19,19-20) shall submitted as supporting evidence.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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**Annexure E: Format for Self-Declaration (Operator experience for Operation of Buses)**

(To be submitted on the Letterhead of the responding company)

To  
General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

Sub: Declaration for having experience of holding/operation of minimum 25 diesel/CNG buses in any part of India for two continuous years immediately preceding the Bid Due Date.

Tender Reference No:

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby confirm that the Company \_\_\_\_\_ has the experience of holding/operation of minimum 25 diesel/CNG buses in any part of India for two continuous years immediately preceding the Bid Due Date.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure F: Power of Attorney**

Know by all men by these presents, We \_\_\_\_\_ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms \_\_\_\_\_ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division”** including signing and submission of all documents and providing information / responses to the MSRTC, representing us in all matters before MSRTC, and generally dealing with the MSRTC in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Note:

- 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.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

\_\_\_\_\_





Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure G: Consortium Declaration**

(On Stamp Paper of requisite value)

THIS JOINT CONSORTIUM AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. .... Limited, a company incorporated under the Companies Act, 1956/2013<sup>1</sup>, registered on ..... < dd/mm/yyyy> and having its registered office at ..... (Herein after 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, registered on ..... < dd/mm/yyyy> and having its registered office at ..... (Herein after 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, registered on ..... < dd/mm/yyyy> and having its registered office at ..... (Herein after referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**WHEREAS,**

Maharashtra State Road Transport Corporation having its office at Maharashtra Vahatuk Bhavan, Dr. A.N. Marg, Mumbai Central, MUMBAI - 400 008 (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 applications (the **Applications**”) by its **Request for Proposal for Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division.**

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 and other bid documents in respect of the Project, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Consortium Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

1 A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organized and validly existing under the laws of the jurisdiction of its incorporation”. **Companies/Firms registered under different Acts should fill in accordingly.**



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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

**2. 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. Role of the Parties**

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

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

Party of the First Part can be OEM/Bus Operator/ Financial Aggregator and shall be 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

Party of the Second Part can be OEM/Bus Operator/ Financial Aggregator of the Consortium;

and

Party of the Third Part can be OEM/Bus Operator/ Financial Aggregator of the Consortium.

**4. 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

**5. Representation of the Parties**

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

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;

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 favor 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:

- a. require any consent or approval not already obtained;
- b. violate any Applicable Law presently in effect and having
- c. applicability to it;
- d. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- e. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

- f. 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;
- g. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- h. 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.

**6. 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 prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**7. Miscellaneous**

- a. This Joint Consortium Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
- c. Further it is hereby declared that the Roles, Responsibilities and other relevant details of the Consortium members are:

Sr. No.	Member	Shareholding pattern of Member (s) (in terms of %)	Role	Responsibilities	Description of nature of service	Head and Branch offices (provide mailing addresses, phone, fax and email)
1						
2						
3						

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

SIGNED, SEALED  
AND DELIVERED

SIGNED, SEALED  
AND DELIVERED

SIGNED, SEALED  
AND DELIVERED

For and on behalf of



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

---

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

**Notes:**

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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure H: Technical Specification**

**SPECIFICATION OF 12 METER SEMILUXURY BUS WITH BS VI EMISSION NORMS. BUS BODY TYPE –TYPE II (SDX) SEMILUXURY (HIRED).**

SR. No.	PARAMETER	SUB SR NO	MSRTC REQUIREMENT	REMARKS
1	ENGINE	1	ENGINE POWER –185 TO 210 HP	
		2	ENGINE TORQUE- MIN.700 NM @ 1000 TO 1900 RPM	
		3	EGR/SCR OR BOTH SYSTEMS	
		4	FUEL – DIESEL	
		5	LOCATION - FRONT	
		6	POLLUTION NORMS BS VI & REVISION TIME TO TIME	
		7	ELECTRONICALLY / MECHANICALLY CONTROLLED ENGINE MANAGEMENT SYSTEM	
		8	SPEED LIMITING DEVICE AS PER AIS:018 OF 2001 & ITS AMENDMENTS TIME TO TIME. IT SHALL BE INBUILT IN SYSTEM.	
2	INSTRUMENT PANEL	1	ODOMETER WITH TRIP COUNTER IN KMS.	
		2	ENGINE RPM METER.	
		3	FLASHING - SIDE INDICATOR AND SWITCH	
		4	WARNING LAMP/BUZZER FOR LOW AIR PRESSURE.	
		5	SUITABLE INDICATOR FOR ENGINE OIL LEVEL.	
		6	WARNING LAMP FOR CHARGING OF BATTERIES.	
		7	AIR PRESSURE GUAGES.	
		8	TEMPERATURE GAUGES.	
		9	FUEL GAUGE.	
		10	ENGINE OIL PRESSURE GAUGE.	
		11	ANY OTHER APPLICABLE SWITCHES CONTROLS AND PANELS AS PER BS VI NORMS& CMVR REQUIREMENTS.	



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3	TRANS - MISSION		AUTOMATIC/MANUAL GEAR BOX OR AS PER MANUFACTURER DESIGN	
4	BRAKES		ALL WHEELS MUST BE EQUIPPED WITH AIR ASSISTED BRAKES INCLUDING ABS AND PARKING (HAND BRAKE) AS PER CMVR.	
5	STEERING		AS PER MANUFACTURER DESIGN. STEERING SHOULD COMPLY TO IS: 1222 OF 2011, IS: 11948 OF 2010 & CMVR.	
6	TYRES		6 + 1 = 07 NO. OF TUBELESS RADIAL TYRES WITH RIM. SIZE - 295 / 80-R-22.5 16 PR SPEED INDEX- L or M LOAD INDEX- 3550/3150KG OR 152/148	
7	GRADIABILITY		140 / 25.0%	
8	FUEL STORAGE CAPACITY		AS PER OE DESIGN	
9	24 VOLT ELECTRICAL SYSTEM	1	TYPE APPROVED HEAD LIGHTS (HIGH BEAM, LOW BEAM, PARKING & SIDE INDICATOR) AS PER MANUFACTURER DESIGN.	
		2	TYPE APPROVED RH & LH SIDE FOG LAMPS - MINIMUM - 02	
		3.	TYPE APPROVED RH& LH SIDE INDICATOR CATEGORY 6 LAMPS.	
		4	TYPE APPROVED FRONT & REAR ROOF TOP INDICATORS AS PER CMVR PROVISION. (HEIGHT MARKER LAMP)	
		5	TYPE APPROVED REAR TAIL LAMPS CONSISTING OF PARKING, REVERSE INDICATORS, SIDE INDICATOR & BRAKE LAMPS.	
		6	FOR INTERNAL CEILING - MINIMUM 06 NOS OF LAMPS CONCEALED WITH BLUE NIGHT LAMPS FOR PASSENGER SALOON & MINIMUM 01 NO. FOR DRIVER CABIN	
		7	CHARGING POINT - FOR ELECTRONIC TICKETING MACHINE (ETM) IN DRIVER CABIN. / ETIM CHARGING MACHINE SUITABLE FOR 12/24V SYSTEM, ID 2.1 MM & OD 5.5 DC OUTPUT CHARGER PIN	
		8	MOBILE CHARGER (USB CHRGING POINT) SHOULD BE PROVIDED NEAR EACH PASSENGER SEAT. IT SHOULD BE EASILY ACCESIBLE.	
		9	BUS SHOULD BE FITTED WITH MASTER MULTIPLEX WIRING OR CONVENTIONAL HARNESS WITH GPS BASED LOCATION SYSTEM WITH PANIC BUTTON. DISTANCE BETWEEN TWOPANIC BUTTON SHOULD BE 2 METER AS PER AIS 140. M/S. ROSMERTA MAKES VTS & PANIC BUTTON SHOULD BE FITTED ON BUS.	



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		10	DESTINATION BOARDS WITH LED LIGHT WITH 2X1 METRIX OF CLEAR VISION SIZE 900MM W x 220 MM H OR BACK LIT DESTINATION BOARD CLEAR VISION SIZE 900MM W x 220 MM SHOULD BE AS PER MSRTC SPECIFICATION FOLDER ELE- 292, AIS: 052 PROVISIONS, 1 AT FRONT & 1 AT REAR.	
		11	BRANDED MAINTANANCE FREE 2 BATTERIES AS PER OE DESIGN BATTERY RATING – 150Ah OR 180 Ah	
		12	STARTER AS PER OE DESIGN	
		13	ALTERNATOR AS PER OE DESIGN	
		14	BATTERY CUT-OFF OR ISOLATION SWITCH SHOULD BE PROVIDED.	
		15	1 NO. OF HOOTER (AUDIO VISUAL ALARM) WITH RED BLINKING LIGHT SHOULD BE PROVIDED.	
		16	REFLECTORS- 2NOS. WHITE AT FRONT & 2NOS. RED AT REAR.	
		17	8 NO (4 FOR RH & 4 FOR LH). OF TYPE APPROVED SIDE MARKER LAMP SHOULD BE PROVIDED AS PER AIS: 052 REQUIREMENTS.	
		18	1 NO. OF COACH FAN IN DRIVER CABIN	
		19	WARNING DEVICE FOR EMERGENCY DOOR, LH SIDE LUGGAGE BOOTH, BATTERY BOX, SPAREWHEEL BOOTH, AND REAR LUGGAGE BOOTH SHOULD BE PROVIDED.	
		20	ANY OTHER ACCESSORIES REQUIRED AS PER AIS: 052 & CMVR SHOULD BE PROVIDED.	
10	BUS BODY (AS PER AIS : 052 BUS BODY NORMS)	1	DIMENSIONS OF THE BUS AS PER CMVR	
			(a) HEIGHT - 3.1 TO 3.25 METERS	
			(b) WIDTH – MAX. 2.6 METER	
			(c ) LENGTH – MAX.12 METERS	
			(d) GANGWAY – 350 MM MINIMUM	
			(e) LEG ROOM – 280 MM MINIMUM	
		2	GALVANIZED STEEL TUBULAR STRUCTURE FOR STURDY CONSTRUCTION & HIGH FUNCTIONABILITY WITH ANTI-CORROSIVE PAINTING/TREATMENT.	
		3	FRONT AND REAR FRP SHOW SHOULD BE AESTHETICALLY DESIGNED WITH OPTIMUM QUALITY FOR AERODYNAMIC FEATURES.	
		4	DURABLE & FR GRADE INNER PANELS – PVC LAMINATED/ ACP PANEL OR OE DESIGN.	



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			<b>INTERNAL COLOUR – SUPER WHITE 3D</b>	
		5	<b>ANTISKID 3.15 MM THICK ALUMINIUM CHEQUERED FLOORING AS PER IS 14712: 1990 &amp; AMENDMENTS FROM TIME TO TIME TO BE PROVIDED IN THE BUS. FLOORING SHOULD BE LEAKPROOF &amp; DUST PROOF.</b>	
		6	<b>BUS SHOULD BE PAINTED WITH 2K PU PAINT AS PER COLOUR CHOICE/GRAPHICS PROVIDED BY MSRTC.</b>	
		7	<b>FRONT SHOW BOTTOM TO GROUND CLEARANCE SHOULD BE MINIMUM 400 MM.</b>	
		8	<b>BULK HEAD PARTITION –FULL BULK HEAD PARTITION WITH DOOR TO AVOID ENGINE HEAT &amp; NOISE.ONE CLEAR SLIDING WINDOW BEHIND DRIVER SEAT &amp; FIX GLASS WINDOW FOR CO DRIVER SEAT SHOULD BE PROVIDED.</b>	
		9	<b>BOX TYPE EASY MOUNTING &amp; DEMOUNTING SPARE WHEEL BRACKET LH SIDE AT REAR OF REAR AXLE OR AT LH SIDE BETWEEN FRONT &amp; REAR AXLE.</b>	
		10	<b>1 NO. HINGED TYPE EMERGENCY EXIT DOOR SHOULD BE PROVIDED WITH THE STICKERS IN MARATHI &amp; ENGLISH VERSION AS PER AIS: 052 NORMS. AT DRIVER SIDE BEHIND REAR AXLE WITH PROPER RUBBER SEALING TO AVOID INGRESS OF WATER &amp; DUST. REAR WINDSHIELD ACTS AS AN EMERGENCY EXIT FOR WHICH. 2 NOS. GLASS BREAKING HAMMERS TO BE PROVIDED WITH EMERGENCY EXITS STICKERS IN RED COLOURS INSIDE &amp; OUTSIDE OF GLASS. 1 NO. RH SIDE BEHIND DRIVER DOOR WINDOW SHOULD BE DECLAIRED AS EMERGENCY EXITS WITH PROVISION OF HAMMER &amp; STECKERS. GOOD QUALITY WARNING DEVICE FOR EMERGENCY DOORS TO BE PROVIDED AS PER REQUIREMNETS OF CMVR &amp; WITH SUITABLE SOUND LEVEL.</b>	
		11	<b>BUS BODY SHOULD HAVE TYPE APPROVAL AS PER AIS-052</b>	
11	WINDOWS & GLASSES	1	<b>SINGLE FRONT WINDSHIELD LAMINATED GLASS &amp; REAR CLEAR TOUGHENED GLASS SHOULD BE AS PER CMVR NORMS.</b>	<b>AS PER IS 2553(PART II) OF 1992 OR TIME TO TIME REVISION</b>
		2	<b>FLANGE TYPE SLIDING WINDOW SHOULD BE PROVIDED. THE WINDOW GLASS SHOULD BE TINTED, SEALED&amp; TOUGHENED AND SHOULD MEET CMVR/ BUS BODY CODE</b>	<b>AS PER IS 2553(PART II) OF 1992 OR</b>





Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

			<b>NORMS.</b>	<b>TIME TO TIME REVISION</b>
12	SUSPENSION	1	<b>FRONT WAVELLER TYPE/ PARABOLIC SPRING / AIR SUSPESION.</b>	
		2	<b>REAR AIR SUSPENSION.</b>	
		3	<b>ASSISTED WITH TELESCOPIC HYDRAULIC SHOCK ABSORBERS IN FRONT AND REAR</b>	
13	RECLYNINGPASS ENGER SEATS SHOULD BE AS PER AIS: 023 NORMS.	1	<b>ERGONOMICALLY DESIGNED, RECLYNING BUCKET TYPE SEAT WITH MIN. 15° TORSO ANGLE AND TYPE APPROVED SEATS OF SIZE MINIMUM 470 X 470 MM. TO BE PROVIDED IN THE PASSENGER SALOON WITH 2X2 CONFIGURATION. (CONDUCTOR OR CODRIVER SEAT SHOULD BE AS PER PASSENGER SEAT DESIGN)</b>	
		2	<b>EVERY SEAT SHOULD HAVE HEAD REST FLAP WHICH IS REPLACEABLE AND WASHABLE.</b>	
		3	<b>THE BACK OF EACH SEAT SHOULD BE PROVIDED WITH PURSE HOOK MAGAZINE POUCH &amp; WATTER BOTTLE HOLDER.</b>	
		4	<b>PASSENGER CARRYING CAPACITY – MIN. 43+1 CO-DRIVER +1 DRIVER +11 STANDEE PASENGER</b>	
		5	<b>SAFETY SEAT BELTS ARE TO BE PROVIDED FOR THE LH &amp; RH SIDE FOREMOST FRONT ROW OF SEATS AND THE MIDDLE SEAT OF REAR MOST ROW OF FIVE SEATER &amp; WHEREVER REQUIRED AS PER AIS 052.</b>	
		6	<b>ADJUSTABLE DRIVER SEAT WITH SAFETY BELTS SHOULD BE PROVIDED IN THE DRIVER CABIN. DRIVER SEAT SHOULD BE TYPE APPROVED.</b>	
14	LUGGAGE RACKS	1	<b>AESTHETICALLY DESIGNED INTERIOR LUGGAGE RACKS OR HAT RACKS LAMINATED WITH FR GRADE HEAT LAWN OR FOAM &amp; REXENE TO BE PROVIDED IN THE BOTH SIDE OF PASSENGER SALOON. TO AVOID HEAD INJURY OF PASSENGERS.</b>	
		2	<b>THE INTERIOR LUGGAGE RACKS SHALL BE DESIGNED IN SUCH A WAY THAT THE LUGGAGE IS PREVENTED FROM FALLING IN THE EVENT OF SUDDEN BRAKING OR DUE TO FORCES GENERATED DURING CORNERING.</b>	
		3	<b>LOCKABLE, DUST AND RATTLE FREE UNDER BOOTH WITH SUFFICIENT LUGGAGE SPACE SHOULD BE PROVIDED WITH WARNING DEVICE.</b>	
			<b>MIN. 1 CUBIC METER LUGGAGE SPACE IS</b>	



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		4.	REQUIRED WITH LED LIGHT PROVISION, MANUFACTURER SHOULD PROVIDE THIS SPACE ON LH SIDE & REAR OF THE LH SIDE. THE LUGGAGE SPACE SHOULD BE PROVIDED WITH LOCK & KEY ARRANGEMENT. DOOR OF LUGGAGE BOOTH SHOULD HAVE GAS SPRING WITH STURDY BRACKET ARRANGEMENT. IT SHOULD HAVE ALSO PROPER SEALING TO AVOID INGRESS OF DUST & WATER THEIR SHOULD BE BUZZER FOR ALERTING THE DRIVER WHEN LUGGAGE BOOTH DOOR IS OPEN,	
15	PUBLIC INFORMATION SYSTEM		AUDIO PLAYER HAVING USB PORT WITH AMPLIFIER AND PUBLIC ANNOUNCEMENT SYSTEM TO BE PROVIDED WITH SPEAKERS (2 NOS AT SUITABLE DISTANCE) AS PER AIS 052.	
16	BUS SHOULD BE FITTED WITH...	1	2 NOS. / 3 NOS. OF FIRE EXTINGUISHER, TOTAL 10 KGS. AS PER AIS: 052.	
		2	FIRST AID BOX.	
		3	1 NO. OF ROOF HATCH IN DRIVER CABIN.	
		4	SUITABLE (10T/12T) JACK & WHEEL SPANNER, TOMMY FOR LIFTING THE BUS TO CHANGE TYRE AND TOOL KIT.	
		5	WINDING TYPE FULL WIDTH SUN-BLIND FOR FRONT WINDSHIELD GLASS SHOULD BE PROVIDED.	
		6	INSWING/OUTSWING PNEUMATIC DOOR WITH CLEAR GLASS WINDOW AS PER REQUIREMENT OF AIS;052 AT LH SIDE INFRONT OF FRONT AXLE. DOOR MECHANISM SHOULD BE ROBUST TYPE TO AVOID ANY RATTLING, WITH GOOD ASTHETIC LOOK, WITH PROPER RUBBER SEALING TO AVOID INGRESS OF WATER & DUST. EMERGENCY OPENING SWITCH SHOULD BE PROVIDED INSIDE & OUTSIDE OF DOOR. THE PASSENGER DOOR STEP HEIGHT SHOULD BE AS PER REQUIREMENT OF AIS:052	
		7	PVC HANDLES TO BE FITTED ON GRAB RAIL FOR HOLDING THE PASSENGERS DURING BOARDING/ALIGHTING/STANDEE PASSENGER MINIMUM 16 HANDLES. GRAB RAIL SHOULD BE IN SS MATERIAL	
		8	2 NOS. NON MOTORIZED REAR-VIEW MIRRORS TO GIVE LARGE ANGLE VISION AND TO ELIMINATE FRONT END BLIND SPOTS- IT SHOULD BE EASILY ADJUSTABLE AS PER AIS : 001 OF 2001& TIME TO TIME	



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

			<b>REVISION</b>	
		9	<b>MINIMUM 4 NOS. OF HAMMERS SHOULD BE PROVIDED NEAR THE EMERGENCY WINDOW AT SUITABLE LOCATIONS IN PASSENGER COMPARTMENT AS PER CMVR WITH STICKER.</b>	
		10	<b>WINDOW GAURDRAIL OF SS PIPE SHALL PROVIDE AS PER AIS 052.</b>	
		11	<b>ALL THE OTHER MANDATORY ACCESSORIES AS PER CMVR SHALL BE PROVIDED.</b>	
		12	<b>SEAT NOS. SHOULD BE EMBOSSED ON METALIC PLATE AS PER MSRTC REQUIREMENTS.</b>	
		13	<b>MSRTC LOGO &amp; STICKERS OF VARIOUS INSTRUCTIONS SHOULD BE PROVIDED IN MARATHI &amp; ENGLISH INSTRUCTION CHART WILL BE PROVIDED BY MSRTC</b>	
		14	<b>RETRO REFLECTIVE TAPE OF 50MM WIDE AS PER AIS: 090 (TYPE APPROVED). WHITE AT FRONT, RED AT REAR SIDE &amp; YELLOW AT R.H. &amp; L.H. SIDE AS PER AIS: 052 REQUIREMENTS.</b>	
		15	<b>TYPE APPROVED DOOR LOCK &amp; HINGES SHOULD BE PROVIDED.</b>	
		16	<b>PROVISION FOR DISABLED PERSON AS PER CMVR, AIS: 052 TO BE GIVEN. CLAMPS TO BE PROVIDED FOR HOLDING CANES &amp; CRUNCHES.</b>	
		17	<b>CUSHION GIVEN FOR ENGINE BONNET IS NOT REQUIRED FOR MSRTC BUSES FROM SAFETY POINT OF VIEW.</b>	
		18	<b>BUS REGISTRATION PLATE SHOULD BE HIGH SECURITY REGISTRATION PLATE (HSRP) AS PER AIS: 159.</b>	
		19	<b>TOWING HOOK SHOULD BE PROVIDED AT FRONT &amp; REAR AS PER MANUFACTURE DESIGN.</b>	
17	<b>FIRE DITECTION &amp; ALARM SYSTEM (FDAS)</b>		<b>FDAS SHOULD BE PROVIDED AS PER AIS 153 IF REQUIRED &amp; APPLICABLE.</b>	
18	<b>MODEL SHOULD COMPLYWITH ALL OTHER STATUTORY REQUIREMENT/ CERTIFICATES</b>	1	<b>CMVR REQUIREMENT AND AIS 052.</b>	
		2	<b>TYPE APPROVAL CERTIFICATE ISSUED BY AUTHORISED GOVERNMENT APPROVED CERTIFYING AGENCY.</b>	



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure I: List of Tentative Depots for Bus Operation Sangli Division**

Division	Depot	No. of Buses
Sangli	Tasgaon	24
	Vita	32
	Jat	23
	Kavathe-Mahankal	21
Total		100

**Note: MSRTC reserves the right to change the allocation of depots as per business requirement**



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure J: Format for Undertaking from Lead Bidder for claiming Technical / Financial Capacity of Consortium Members**

(To be submitted on the Letterhead of the responding company)

To  
General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

Sub: Undertaking from Lead Bidder for claiming Technical / Financial Capacity of Consortium Members.  
Tender Reference No:

Dear Sir,

I, authorized representative of \_\_\_\_\_ (Lead Bidder), hereby confirm that our following consortium partners have the required Technical/Financials capacity as per the requirements of this RFP:

- 1.
- 2.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

**Annexure K: Details to be filled for Technical Capability related to RC Copies, Valid Insurance and Tax Certificates for holding a fleet of minimum 25 Diesel/CNG buses continuously during the last 2 years**

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To  
General Manager (Traffic)  
Maharashtra State Road Transport Corporation  
Central Office, 3rd Floor  
Traffic Department  
Dr. A. N. Marg, Mumbai Central,  
Mumbai-400 008

Subject: Details to be filled for Technical Capability related to RC Copies, Valid Insurance and Tax Certificates for holding a fleet of minimum 25 Diesel/CNG buses continuously during the last 2 years

Bidders to fill the following table for 25 Buses only with the valid details in the below mentioned format:

Sr. No	Name of the Bidder	Vehicle No.	Registration			Insurance			Tax		
			Date		Details			Certificate			
			From	To	Document Pg. No.	From	To	Document Pg. No.	From	To	Document Pg. No.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Selection of Agency for Supply, Operation and Maintenance of 100 BS- VI Fully Built HSD Ordinary Buses for 7 years of Mofussil Operations on Lease Model Basis for MSRTC Sangli Division

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