

“RFP Document for Engagement of Operator for Luxury AC Bus Operation”

**“RFP DOCUMENT FOR ENGAGEMENT OF OPERATOR FOR
LUXURY AC BUS OPERATION”**



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M.P. State Tourism Development Corporation Limited

**PARYATAN BHAWAN, BHADBHADA ROAD
BHOPAL (M.P.)**

PH. 0755-4027100, 2770137 FAX-0755-2775572

E-Mail - tptbhopal@mptourism.com

“RFP Document for Engagement of Operator for Luxury AC Bus Operation”

ISSUING FORM

THIS RFP “**FOR ENGAGEMENT OF OPERATOR FOR BUS OPERATION TO OWN, OPERATE AND MAINTAIN LUXURY AC BUS SERVICE**” been issued by the MANAGING DIRECTOR, M.P. State Tourism Dev. Corp. Ltd., Bhopal (M.P.) -On dated -----
On receipt of 25,000/- (Twenty Five Thousand only) by Demand draft in favor of G.M. Transport, M.P. State Tourism Dev. Corp. Ltd. Bhopal (M.P.). -----

(Receipt No. -----)



MANAGING DIRECTOR
M.P. State Tourism Dev. Corp. Ltd.,
Bhopal (M.P.)

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“RFP Document for Engagement of Operator for Luxury AC Bus Operation”

**“NOTICE INVITING TENDER FOR ENGAGEMENT OF
OPERATOR FOR LUXURY AC BUS OPERATION”**

REQUEST FOR PROPOSAL (RFP)

September 2014



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M.P. State Tourism Development Corporation Limited

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No.: 6875 / TPT/MPSTDC/2014

M.P. State Tourism Dev. Corp. Ltd.

Paryatan Bhawan, Bhadbhada Road, Bhopal (M.P.) 462 003

Bhopal, Date: 05 .09.2014

NOTICE INVITING TENDER

“NOTICE INVITING TENDER FOR ENGAGEMENT OF OPERATOR FOR LUXURY AC BUS OPERATION”

M.P. State Tourism Dev. Corp. Ltd. (MPSTDC) is a corporation which is formed by Madhya Pradesh Government to promote various tourist places / activities in the State of Madhya Pradesh. MPSTDC invites cluster wise bids from the reputed & established Bus Operators / Transport companies to **own, operate and maintain Luxury AC Bus services** as per Annexure which will connect various tourist places with major cities of Madhya Pradesh.

1. The detailed terms and conditions are given in the RFP, which can be downloaded from website: <http://www.mptourism.com>.
2. The RFP can also be purchased from the office of The General Manager (Transport), M.P. State Tourism Dev. Corp. Ltd. Paryatan Bhawan, Bhadbhada Road, Bhopal on submission of a Demand Draft of 25,000/- (Twenty Five Thousand only) in favor of " **General Manager (Transport), M.P. State Tourism Dev. Corp. Ltd.**" payable at Bhopal.
3. **Earnest Money Deposit (EMD):** The bidders have to furnish an EMD of Rs. 50,000/- (Rupees Fifty Thousand) per bus in the form of DD drawn in favor of "**General Manager (Transport), M.P. State Tourism Dev. Corp. Ltd.**" payable at Bhopal along with the bid document.
4. **Schedule of bidding activities:** Bids are to be submitted in sealed envelopes on or before the due date mentioned below :

Cost of Bid Document (non refundable)	25,000/- (Twenty Five Thousand only)
Issue of RFP document	05-09-2014.
Date of Pre bid meeting	12-09-2014. 03:30 PM
Last date for receipt of Bids	19-09-2014. 03:00 PM
Opening of Technical Bid	19-09-2014. 04:30 PM

Contact for any clarification and detail:

General Manager (Transport)
M.P. State Tourism Dev. Corp. Ltd.
Paryatan Bhawan, Bhadbhada Road
Bhopal, 462003

Contact Details: 0755-4027100 / 2770137, Fax: 0755-2775572

E-Mail - tptbhopal@mptourism.com

“RFP Document for Engagement of Operator for Luxury AC Bus Operation”

DISCLAIMER

This Request for Proposal is being issued by M.P. State Tourism Dev. Corp. Ltd. hereinafter referred to as the “MPSTDC” for inviting tenders to engage reputed & established firm for Bus Operation on such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the MPSTDC. The information contained in this Request for Proposal (RFP) document provided on behalf of M.P. State Tourism Dev. Corp. Ltd. (MPSTDC) is being provided to all interested Bidders on the terms and conditions set out in this RFP document. This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MPSTDC to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MPSTDC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. MPSTDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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No.: 6875 / TPT/MPSTDC/2014

M.P. State Tourism Dev. Corp. Ltd.

Paryatan Bhawan, Bhadbhada Road, Bhopal (M.P.) 462 003

Bhopal, Date 05 .09.2014

Invitation of Proposal

M.P. State Tourism Dev. Corp. Ltd. (MPSTDC) is a corporation which is formed by Madhya Pradesh Government to promote various tourist places / activities in the State of Madhya Pradesh. MPSTDC invites cluster wise bids from the reputed & established Bus Operators / Transport companies to own, operate and maintain Luxury AC Bus services as per Annexure VII which will connect various tourist places with major cities of Madhya Pradesh. MPSTDC is currently operating bus service on Bhopal-Indore-Bhopal and Ujjain-Omkareshwar-Ujjain route. The New Routes for which proposals are being invited is mentioned below:

Cluster A			
Route No.	Name of the route	Nos. of buses for tendering	Type of Buses
01	Bhopal – Rewa -Bhopal	04	Type III
02	Bhopal – Khargone – Bhopal (Via Omkareshwar)	02	Type III
03	Bhopal – Khargone – Bhopal (Via Khalghat)	02	Type III
04	Bhopal-Chhatarpur-Bhopal	02	Type III
05	Bhopal – Rampura – Bhopal (Via Ujjain, Neemuch)	02	Type II
06	Bhopal –Chhindwara-Bhopal	02	Type III
07	Khujraho-Amarkantak- Khujraho	02	Type III
08	Bhopal-Balaghat-Bhopal	02	Type II
09	Bhopal-Khandwa-Bhopal	02	Type III

On the conditions and regulations specified by the corporation and offer monthly premium per bus that could be paid to MPSTDC. The selected bus operators will have to bid for the cluster and own, operate and maintain the buses on the specified routes of the cluster and collect the fixed fare and pay the monthly premium per bus to MPSTDC.

The Tender document can be purchased during office hour from the office of MPSTDC, Paryatan Bhawan, Bhadbhada Road, Bhopal from 05-09-2014 by depositing non refundable fees of Rs 25,000/- (Twenty Five Thousand only) payable in form of Demand Draft from nationalized/scheduled Bank. The detailed terms and conditions are given in the Request for Proposal (RFP), which can be downloaded from website: <http://www.mptourism.com> by the prospective bidders and the same may be submitted to

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the MPSTDC along with the non refundable fee of INR 25,000/-, otherwise tender document will not be accepted.

Duly filled forms can be submitted till 3 PM on -09-2014 at MPSTDC office. Technical bids will be opened on the same date at 4.00 PM in the presence of operators or their representatives who wishes to be present. Pre-bid meeting is scheduled on 12-09-2014 at M.P.T. Head Office, Bhopal. Terms and conditions and other details can be enquired from the same office during working hours.

1. PREAMBLE

M.P. State Tourism Dev. Corp. Ltd. (MPSTDC) is a corporation which is formed by Madhya Pradesh Government to promote various tourist places / activities in the State of Madhya Pradesh. MPSTDC invites cluster wise bids from the reputed & established Bus Operators / Transport companies to own, operate and maintain Luxury AC Bus services as per Annexure which will connect various places. The Office of the MPSTDC is situated at Paryatan Bhawan, Bhadbhada Road, Bhopal.

2. PROCEDURE & MANAGEMENT

- a) The management of the company is entrusted to its Managing Director who is entitled to exercise all powers for effective management of the proposed transport system under Public Private Partnership model. The MPSTDC is issuing the tenders to the prospective bidders and interested bus operators, to operate the buses on the given cluster / routes on the basis of cluster wise offers in the form of Premium to be paid to the MPSTDC on per month per bus basis. The MPSTDC has identified routes and obtained mandate to operate buses in these routes.
- b) MPSTDC will act as an umbrella organization and MPSTDC shall coordinate with all other agencies involved in the project of Bus operations such as the RTO, traffic police etc. to obtain all applicable clearances and permits that may be required, from time to time, for enabling the Bus Operator to operate and maintain the Bus Services. All the operating and maintenance cost, daily running costs, registration, road tax, Insurance and other cost required for operating the Services including all taxes will be borne by the Bus operators and as applicable time to time from state and central govt.
- c) The bus operator will have to provide new buses and registration of the same should be of current year (2014) and beyond. All vehicles should be registered in the name of the bidding company.

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- d) The bus operator should start operating buses on minimum 50% of Bus Routes of bided cluster in maximum 90 days and remaining 50% of Bus Routes in maximum 180 days from work order issue date. However, if operator fails to do so MPSTDC has right to reject the bid of remaining routes and offer same routes to other operator.
- e) The bus operators will have to follow the rules and regulations decided by the MPSTDC. The Bus Driver, conductor and other staff will be employed by the Bus operators and such staff will be in proper uniform as decided by the MPSTDC. As and where available MPSTDC shall provide free space for parking of buses in property owned or operated by MPSTDC. The other infrastructural facilities like Bus Stands, parking space at designated places will be supported by MPSTDC but all the cost and responsibilities will be borne by the Bus operators. Bus bookings, permits, licenses for operating the buses to particular routes, will be supported by MPSTDC.
- f) Bus operator will have to provide to and fro pick up & drop facility from MPSTDC’s Tourist resort to the nearest bus pick up point through a suitable vehicle. The type of vehicle to be provided and fare charge for the same from the customer will be mutually decided by MPSTDC and Bus operator.
- g) The bus operators will have to issue tickets from the Electronic Ticket Vending System or any other system finalized by the MPSTDC. Tickets can also be booked through MPSTDC online portal / offline offices. Ticket vending machine shall be purchased by the operator. The fare collection mechanism as finalized by the corporation will be binding on the bus operator.
- h) “Vehicle Tracking System” is the satellite and or other communication system or any other procedure or device which allows locate / track the position of the vehicles at all/any times. The cost of the GPS equipment will be borne by the operator. GPS System should be connected to the MPSTDC controller server.
- i) The MPSTDC officials will overall supervise the day-to-day workings of the system and will see to that the Bus operators follow the rules, procedures and service level bench marks decided by the MPSTDC.

3. COST OF BIDDING

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The Bidder shall bear all costs associated with the preparation and submission of its Bid and MPSTDC, will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

4. CONTENT OF BIDDING DOCUMENT

The requirements, bidding procedures and terms are explained in the RFP document.

5. COST OF RFP DOCUMENT

The RFP Document would cost 25,000/- (Twenty Five Thousand only) (non refundable) to be remitted payable in the form of a Demand Draft from a nationalized /scheduled bank in India drawn in favors of “**General Manager, Transport, M.P. State Tourism Dev. Corp. Ltd**”, Bhopal payable at Bhopal.

6. PREPARATION OF BIDS

6.1 Language of Bid

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

6.2 Bid Currency

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

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

Bid submitted in response to the RFP document shall be accompanied by an interest free Bid Security of Rs. 50,000/- per bus (Rupees Fifty Thousand per bus only) (hereinafter referred to as “Bid Security” or “EMD”) in the form of demand draft from a Nationalized / Scheduled Bank in India drawn in favor of “General Manager, Transport, M.P. State Tourism Dev. Corp. Ltd” payable at Bhopal and shall be encashable at any branch of the bank at Bhopal. The technical bid shall not be opened if no earnest money deposit in prescribed format is

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submitted. The earnest money of successful bidder is treated as Performance Guarantee. The successful bidder can also submit performance Guarantee in the form of Bank Guarantee which is valid for the period of contract.

6.4 The Bid

The Bidder shall submit Technical Bid only in original form (no copies are required). Bidder shall submit only one original of the Financial Bid, clearly marking the same as **"Financial Bid"**

6.5 Sealing and Marking of Bids

1. “Envelope A: Technical Bid for Bus operation.

Should contain:

- (a) The original of the Bid Security of the required value and in approved format in a separate envelop duly marked as EMD
- (b) The original of the Technical Bid (Annexure- I to VII)
- (c) Original RFP document/MOA/any other correspondence duly signed by authorized signatory.

2. “Envelope B: Financial Proposal for bus operation .

- a) The original of the Financial Bids shall be sealed separately (**Annexure- VI**)
 - i) Both the envelopes viz. A” and „B” along with the original bid documents issued by MPSTDC along with updated addendums/ amendments thereto, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope.
 - ii) The inner and outer envelopes shall be addressed to The General Manager, Transport, M.P. State Tourism Dev. Corp. Ltd. Bhopal, and marked as below:
“Tender for Bus Operation on Cluster A”
 - iii) The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received late or not supported by valid earnest money deposit.
 - iv) If the outer envelope is not sealed and marked as above, MPSTDC will assume no responsibility for the misplacement or premature opening of the Bid.

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6.5 Validity Period

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

6.6 Extension of Period of Validity

In exceptional circumstances, MPSTDC may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the MPSTDC and the response thereto shall be made in writing from bidder and such extension of Bid validity period by the Bidder should be unconditional. Any modifications in the Bid documents not permitted.

6.7 Amendment of Bidding Documents

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

6.8 Pre- Bid Meeting

A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders on 12-09-2014 at 03:30 PM in Office of M.P. State Tourism Dev. Corp. Ltd. Bhopal. Clarification of Pre Bid meeting will be published in MPSTDC website only. Amendments taken on Pre Bid meeting will be binding to all bidders.

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6.9 Date & Place of Issuing of Form

Tender form can be purchased during office hours from the office of General Manager, Transport, M.P. State Tourism Dev. Corp. Ltd. Bhopal, from 05-09-2014 The other details can be enquired from the same office during working hours.

6.10 Date & Place of Submission of form

Dully filled application form shall be submitted as per instructions till 3 PM on 19-09-2014 at the office of General Manager, Transport, M.P. State Tourism Dev. Corp. Ltd. Technical bids will be opened on the same date at 4.00 PM.

6.11 Financial Bid

The Financial Bids should be in the form and manner set forth in **Annexure-VI** to this RFP.

6.12 Late Bids

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

6.13 Modification and Withdrawal of Bids

Bidder shall be allowed to modify any part of its Bid or withdraw the bid in its entirety after the Bid submission but only up to the Deadline for Submission of Bids. This shall be done by the bidder through written notice to be put in the tender box before the deadline for submission.

6.14 Bid Process – Steps & Evaluation

a) Opening of Technical Bids

The envelope containing EMD shall first be opened. If the EMD is found in order then only Technical Bids received in response to this RFP shall be opened by MPSTDC in the presence of Bidders’ representatives who choose to attend the opening of Technical Bid at 04.30 PM on 19-09-2014 in the Office of MPSTDC. The Bidders’ representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the

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Bids opening process. In the event of the specified date of Bid opening being declared a holiday for MPSTDC, the Bids shall be opened at the appointed time and location on the next working day.

b) Announcement of Bids

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

c) Opening of Financial Bids

- i. After the evaluation of Technical Bid has been completed, MPSTDC shall open the Financial Bids of only those Bidders who qualify the prescribed criteria for those Bidders who do not qualify on the basis of evaluation of their Technical Bids shall not be opened and shall be returned to such bidders as per the procedure set forth in this RFP.
- ii. Financial Bids shall be opened in the presence of Bidders’ representatives who choose to attend the Financial Bid opening on such date and time which shall be communicated to the Bidders who have been found to qualify on the basis of their Technical Bids. The Bidder’s representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Bid rates, etc. will be announced at such opening.
- iii. MPSTDC reserves all the rights related to the opening, evaluation and cancellation of Bids without assigning any reasons thereof.
- iv. MPSTDC can accept OR reject the financial bids without assigning any reason and decision of the MPSTDC will be final in this regard.

6.15 Criteria for Evaluation of Bids

Criteria for Evaluation of Technical Bids

The Technical Bids shall be evaluated in accordance with the information submitted by the bidder in response to sub-clause 7 this section.

6.16 Discharge of Bid Security of successful Bidder

The Bid security/Earnest Money Deposit of successful bidder shall be retained as interest

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free security during the currency of bus operator Agreement. This will be treated as Performance Guarantee, if the Successful bidder submits a performance guarantee in the form of Bank Guarantee of the equivalent amount then EMD may be released.

6.17 Contacting MPSTDC

Unless specifically requested by MPSTDC for a clarification, no Bidder shall contact MPSTDC on any matter relating to its Bid, from the time of Qualification Bid opening to the time the Bus Operator Agreement is executed with the Successful Bidder. All bidders should submit an undertaking detailing their relationships with any of the MPSTDC employee.

6.18 MPSTDC’s right to accept or reject any and/or all Bids.

6.19 Award of contract

MPSTDC may award Cluster wise contract to Highest Bidder (H-1) whose offer is determined to be the highest acceptable for award of contract.

6.20 Annulment of Award

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

6.21 Part of Agreement following Document

- (a) Notice Inviting Tender
- (b) RFP document
- (c) Minutes of Pre Bid Meeting.
- (d) The Letter of Acceptance
- (e) Notice to Proceed.

7. ELIGIBILITY CRITERIA- TECHNICAL STAGE:-

A bidder shall be required to fulfill the following eligibility criteria; Minimum three year

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experience in transport services. This must be supported by authentic documents. Copies of the documents must be enclosed. The bidder should be an Individual firm / Partnership Firm / Company incorporated in India and operating for at least last three years.

Technical Criteria

The Bidder individual firm / Partnership Firm / Company should have at least three years experience in the operation of Transport services.

Financial Capability

- a. The bidder should have minimum tangible net-worth of Rs 01.50 Crores (Rupees One Crores and Fifty lacks) in the preceding financial year (2012-13)
- b. The bidder should have an average turnover of Rs 30.00 Crores (Rupees Thirty Crores) in the last three preceding financial years i.e. 2010-11, 2011-12 & 2012-13.
- c. The bidder should submit Audited Balance Sheet / certified certificates mentioning Net Worth and Turn Over.

Note-A: The Bidder fulfilling the above mentioned criteria shall be considered as Financially Capable.

Note-B: Last three financial years shall be reckoned as F.Y. 2010-11, 2011-12 & 2012-13.

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

8. PERIOD OF CONTRACT

The contract will be awarded for the period of Seven Years which can be renewed up to two or more years depending upon the condition of the vehicle and performance of the operator.

9. NUMBER OF BUSES AND CLUSTERS

The corporation will allow the selected bus operator to operate buses of given specification on cluster wise route, operated daily between the specified timings and as per the trip schedule decided by MPSTDC. Any changes in number of buses will be subjected to the prior permission of the MPSTDC. MPSTDC reserves the right to allocate fresh routes in the cluster (Depending upon the point of origin / destination of the new route coinciding with routes already operational in the cluster). Operator operating the cluster will be given preference to operate the buses on the new

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route. MPSTDC can increase the number of buses on the route as required and desired. However incase of increase in number of buses on the cluster / routes, the operator already having the buses on that cluster / route will be given preference, if any cluster / route operator denies the offer of increase of buses then other cluster operator will be offered to operate the same with same terms and conditions. If both Cluster Operator denies operating buses on the offered cluster / route then tendering for same will be done by MPSTDC. The operator will have to quote for all the proposed buses in every routes of a given cluster, failing otherwise shall be considered as conditional and incomplete bidding and will be summarily rejected.

The MPSTDC has obtained permission to ply buses on the below mentioned routes. Tenders are invited for the following clusters:-

Cluster A			
Route No.	Name of the route	Nos. of buses for tendering	Type of Buses
01	Bhopal – Rewa -Bhopal	04	Type III
02	Bhopal – Khargone – Bhopal (Via Omkareshwar)	02	Type III
03	Bhopal – Khargone – Bhopal (Via Khalghat)	02	Type III
04	Bhopal-Chhatarpur-Bhopal	02	Type III
05	Bhopal – Rampura – Bhopal (Via Ujjain, Neemuch)	02	Type II
06	Bhopal –Chhindwara-Bhopal	02	Type III
07	Khujraho-Amarkantak- Khujraho	02	Type III
08	Bhopal-Balaghat-Bhopal	02	Type II
09	Bhopal-Khandwa-Bhopal	02	Type III

10. TYPE OF BUSES

The specifications of the bus are as per Annexure-VII

11. FARE

Fare structure will be as notified by the government. Selected operator will have to strictly follow the notified stage fare. The bus operators will have to issue tickets from the Electronic Ticket Vending System or any other system finalized by the MPSTDC. Tickets can also be booked through MPSTDC online portal / offline offices. Payment received from the same will be transferred to operator's account within two working days.

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12. TIMING OF BUS OPERATION

Operator has to operate the bus services daily for 365 days in a year.

13. OFFER BID

Monthly amount quoted should be per bus per month for the cluster. Cluster royalty per month will be calculated by multiplying total number of buses operated in cluster by the Royalty quoted per bus per month. Price Bid Offer given in the tender / offer document shall be firm and shall not be subjected to any exchange variations, labor conditions, and fluctuations in freight, taxes, and any conditions whatsoever. Amount quoted by the operator shall exclude expenditure for providing all the required staff, daily consumables, fuel, issuing tickets, maintenance of bus to keep it in excellent condition, to fulfill all the mandatory and statutory requirements, etc. The monthly premium so accepted shall be payable on or before 5th of each month failing which an interest @ 12% shall be leviable on amount of arrears.

14. VALIDITY OF OFFER

Tender/ offer shall remain open to acceptance for a period of 180 days from the date of opening of price bid.

15. FORFEITURE THE PERFORMANCE GUARANTEE/ BID SECURITY

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

- a) If a Bidder withdraws or amends the bid proposal during the period of Bid validity or,
- b) In the case of a Successful Bidder, if the Bidder fails to sign the Bus operator Agreement.
- c) In the case of any other situation as may be specified in the RFP document.
- d) In case of breach of Agreement by the operator.
- e) Bid security shall be retained till completion of the contract as Performance Guarantee.

16. CONTRACT UNDER THE PROVISIONS

The bus operator shall at all times indemnify the Corporation against all claims, damages or compensation under this contract under the provisions of,

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen’s Compensation Act, 1923;
- v. Industrial Dispute Act, 1947;

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- vi. Indian Factories Act, 1948; and
- vii. Maternity Benefit Act, 1961
- viii. Any other relevant Act

Or any modifications thereof and rules made there under time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the bus operator be paid to compromise or compound any such claim without limiting his/her obligations and liabilities.

17. EXIT

a. Annulment of Award

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

b. Failure to abide by the Bus Operator Agreement

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

18. DISPUTE RESOLUTION

18.1 Amicable Resolution

- a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties, in accordance with the procedure set forth in sub-article (b) below.
- b) Either Party may require the Dispute to be referred to the Managing Director (MD), MPSTDC for amicable settlement. Upon such reference, both the Parties and the MD

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or his nominee (who may or may not be an employee of MPSTDC shall meet at the earliest by mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration.

18.2 Arbitration

All Disputes arising in connection with this Agreement shall, to the extent possible, be settled amicably by prompt good faith negotiations between the representatives of the parties. In default of such amicable settlement within fifteen days of the commencement of discussions, the dispute shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators, one arbitrator to be appointed by each Party and Third arbitrator shall be appointed by the two arbitrators appointed by the Parties. The decision of the arbitrators shall be final and binding upon the Parties without any right of appeal or review on any grounds whether in law or equity before any judicial or government body. Any such arbitration proceeding shall be held at Bhopal.

19. TAX REGIME OF THE CONTRACT

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

- a) The execution of this contract will be in accordance with the provisions of applicable tax regulations of the State of Madhya Pradesh and GOI.
- b) All existing taxes, duties and contributions imposed at the National level, State level or by any territorial entity or any other authority, and which accrue as a result of the execution, signature, performance, compliance or liquidation of this contract will be assumed by the bus operator.
- c) The existing taxes, duties or contributions imposed on the title of the assets delivered under administration if any, will be assumed by the bus operator as of the date of the Delivery Certificate of the assets, if any, whether provisional or final.
- d) Insurance Premium of bus and passengers will be borne by the bus operator and in case of any failure in insurance matter of bus and passengers the operator will be fully responsible for any loss or damage.

20. SURRENDER OF ROUTE BY THE OPERATOR

In case an Operator chooses to terminate the any route of allotted cluster before completion of the term then the matter will be decided mutually by Operator and MPSTDC. MPSTDC reserve

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the rights to allot another route in same cluster as per the provisions of clause 9 of this RFP document.

21. TERMINATION FOR DEFAULT

- a) Without prejudice to any other rights available to MPSTDC for breach of contract or otherwise MPSTDC may in its sole discretion terminate the Bus Operator Agreement in whole or in part if:
- (i) Bus Operator fails to perform any of Bus Operator’s obligations set forth in the Bus Operator Agreement; and /or
 - (ii) Bus Operator fails to adhere to the timelines set forth in the Bus Operator Agreement for performance of Bus Operator’s obligations there under and / or
 - (iii) Bus Operator fails to comply with the applicable laws, rules, and regulations; and/or
 - (iv) Bus Operator fails to comply with the rules set forth in this RFP.

NB: MPSTDC shall however issue a 15 days show cause notice before actually terminating the contract and will allow the Bus Operator to respond to such show cause notice.

b) In any of the above mentioned conditions, MPSTDC shall have the right to Invoke the Performance Guarantee and/ or take any other action including provisioning of buses through another bus operator agreement with any replacement Bus Operator selected by MPSTDC in its sole discretion.

c) If Bus Operator, having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level Acceptance metrics section, MPSTDC may proceed to take such remedial action as may be necessary, at Bus Operator’s risk and expense and without prejudice to any other rights which MPSTDC may have against the Bus Operator under the Bus Operator Agreement.

22. TERMINATION FOR INSOLVENCY, DISSOLUTION ETC

MPSTDC may at any time terminate the Agreement by giving written notice to Bus Operator without any compensation to Bus Operator , if Bus Operator becomes bankrupt or otherwise

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insolvent or in case of dissolution of firm or winding up of the MPSTDC, provided that such termination will not prejudice any other rights of MPSTDC. In the case of such an event, provisions of this section shall be applicable.

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

23. FORCE MAJEURE

(a) For the purposes of this agreement, “Force Majeure” means an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by Government agencies.

(b) Force Majeure shall not include

- (i) Any event which is caused by the negligence or intentional action of a party or such party’s sub-consultant or agent or employees, nor
- (ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

24. MPSTDC LOGO

- a) Logo of MPSTDC has to be place free of cost at all four side of Bus and should be clearly visible.

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- b) MPSTDC helpline contact number shall be displayed inside the bus of all clusters and should be placed where it is visible to all passengers.

25. ADVERTISEMENTS

MPSTDC reserve the rights to Advertise on buses of all clusters. Revenue generated from Advertisement on buses shall be shared in the ratio of 80-20. MPSTDC would share 20% of the receipts from advertisement on buses and 80% of revenue would be shared by bus operator. However MPSTDC publicity material shall be used Free of cost in all buses of both clusters.

26. STANDARDS OF SERVICE FOR BUS OPERATIONS

Minimum service quality levels (average per month per quality parameter) in respect of the Bus Service shall be maintained as under:

S.No	Quality Parameter	Formula	Specified Service Quality Level
1	Fleet utilization	No. of buses operated*100/ No. of buses scheduled	90 %
2	Trip Efficiency	No. of trips operated*100/ No. of Trips Scheduled	98 % or better
3	Reliability of buses	Total no. of breakdowns*150000/ Total Kms operated	Less than 5
4	Safety of operations	No. of accidents*100000/ Total Kms operated	Preferably none
5	Punctuality (adherence to the Time Schedule)	No. of trips on time at start*100/ Total no. of trips operated	98 % or better

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6	Cleanliness of buses	No. of buses observed or reported dirty*1000/ Total no. of bus trips operated	Nil
7	User Satisfaction	No. of complaints*1000/ total trips operated	Less than 2
8	Non Stoppage at Designated Points	No. of Stops where the bus stopped*100/Total number of stops on the route	98%
9	Non- Completion of entire trip	Total km operated per trip*100/total route length	95%

27. PENALTIES

S.No.	Description	Fine per violation per bus per day (in Rs.)
1	Bus related defaults / deficiencies	
a)	Discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non painting of any repaired work inside the bus etc prescribed by MPSTDC	500
b)	Unclean, dirty bus outside or inside at the start of the trip	500
c)	Driving with a Defective Number Plate	1000
2	Bus driver related defaults / deficiencies	
a)	Non-operating pneumatic doors, operating buses with open doors, hanging passengers/conductors etc	1000

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b)	The driver is not carrying a proper driving license. (However, this would be bus operators responsibility to check the drivers license time to time)	1000
c)	Driver is not wearing the uniform	500
3	Bus Operators and or bus operation related deficiencies / defaults	
a)	Deviating from route/trips/schedules/time table issued by MPSTDC or its authorized representative time to time	1000
b)	Not taking corrective action on repeated occurrence of vehicle (including Breakdowns) and or driver related deficiencies or any other deficiencies instructed by MPSTDC (occurrence of a deficiencies more than 3 times in a month shall be termed as repetitive)	1000
c)	Not issuing complaint book to the complainant for recording any complaint/suggestions etc. Loss of, damage of, tempering with the recordings in the complaint book and or the complaint book and or not informing/delayed informing MPSTDC about the complaints/suggestions	500
d)	Not submitting delaying submission of the requisite inspection and certification documents periodically front the agreed agency	500
e)	Any damage to the fixed infrastructure like railing, street lights, bus stops, terminals, parking places etc during the operation	Get it repaired by the operator/ As per actual cost of replacement

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f)	Ticket booking system / ETVM machine not functioning	1000
4	Bus Operations related defaults or deficiencies	
a)	The punctuality of the bus is below 98%	

THE MPSTDC RESERVES THE RIGHT TO REJECT ANY/ ALL OFFERS WITHOUT ASSIGNING ANY REASON. ACCEPTANCE OF THE HIGHEST BID/ OFFER IS NOT BINDING ON THE MPSTDC.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed in their respective names of the day and year first above written.

FOR AND ON BEHALF OF _____

BY: _____

Authorized Representative

FOR AND ON BEHALF OF
THE BUS OPERATOR

Witness 1: _____

Witness 2:

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ANNEXURE-I

GENERAL INFORMATION

All Individual firms applying for Expression of Interest are requested to complete the information in this form. Information to be provided for all owners or application that are partnership or individually owned firms.

1	Name of firm	
2	Head office address	
3	Contact No:	
4	Mobile No:	
5	Fax No:	
6	Email id:	
7	Place of incorporation	
8	Year of incorporation	
9	Registration	

STRUCTURE AND ORGANIZATION

1. The applicant is: _____

- (a) an individual
- (b) a proprietor firm
- (c) a firm partnership
- (d) a Limited Company or Corporation.

2. Attach the organization Chart showing the structure of the Organization, including the Names of the Directors and Position of offers.



AVERAGE ANNUAL TURN OVER

Year	Annual Turn Over in Rs. as per Balance Sheet or Income Tax Clearance Returns
2010-2011	Rs.
2011-2012	Rs.
2012-2013	Rs.
SUM	Rs

Average Annual turnover in the last three preceding financial years; i.e 2010-2011, 2011-2012 and 2012-2013. is Rs------(in words)-----

NOTE: The above data is to be supported by audited balance sheets / ITR's.

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ANNEXURE-IV

PERSONNEL CAPBILITIES

S. NO.	Name & Address of the Employee	Technical Qualifications	Post held	Date of Employment
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

FINANCIAL CAPABILITIES

S.No.	Details	2010-11	2011-12	2012-13
1	Total Assets			
2	Current Assets			
3	Total Liabilities			
4	Current Liabilities			
5	Profit before Tax			
6	Profit after Tax			
7	Net Worth			
8	Liquid Assets			
9	Solvency Certificate from Banker			

Note: Attach audited balance sheets for all three years.

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ANNEXURE-VI

**INVITATIONS OF PROPOSAL FOR ENGAGEMENT OF OPERATOR FOR
LUXURY AC BUS OPERATION FOR CLUSTER A**

FORMAT FOR FINANCIAL BID

To,
The Managing Director,
M.P. State Tourism Dev. Corp. Ltd.
Paryatan Bhawan, Bhadbhada Road
Bhopal (M.P.)

Subject: Submission of Bid for operating luxury AC buses on Cluster A.

Dear Sir,

1. I the undersigned ----- on behalf of -----
----- herewith submit my offer as under.
2. I have read RFP documents in detail and on the basis of my full study of the above mentioned document and the conditions, I undertake to operate and manage the Public Transport System in ----- area exactly in accordance with the conditions as provided in the above mentioned documents.
3. I undertake to pay to the MPSTDC, Bhopal a monthly premium per bus of Routes as mentioned below:-

S. No.	Royalty per bus per month	
	In figures	In Words
1		

Note: - In case of difference between words and figures, highest figure will prevail.

4. I, also undertake to pay to MPSTDC an increased premium of 5% per annum. Over and above, the premium quoted in point 3 of Ann. VI for every succeeding Year.
5. In addition to above, I undertake if our Bid is accepted, to completely discharge our obligations, commence operations and manage as per the RFP else to forfeit my earnest money deposit

Dated-----

Signature of the Bus Operator
or his authorized signatory

BUS SPECIFICATION

Type I:

Multi Axle Full air suspension Company built Air Conditioned **Super Luxury** intercity coaches of similar or better specifications as per the list below:

1. **Engine:** 300 HP and above, electronically controlled with Engine management system for fault diagnosing.
2. **Air Conditioner:** Adequate capacity AC to maintain 23⁰C or below inside the coach.
3. **Seating Capacity:** Minimum 50 No. , 2X2 layout premium quality reclining seats.
4. **Entertainment system:** Built in entertainment system with audio & video entertainment system with sufficient Number of LCDs (Minimum 2 No. LCDs required).
5. Mobile / Laptop chargers on each row of the seats.
6. **Brakes:** Combination of disc & drum brakes with electronically controlled braking system & monitoring system for effective braking.

Type II:

Single Axle Full air suspension Company built Air Conditioned super luxury intercity coaches of similar or better specifications as per the list below :

1. **Engine:** 220 HP and above, electronically controlled with Engine management system for fault diagnosing.
2. **Air Conditioner:** Adequate capacity AC to maintain 23⁰C or below inside the coach.
3. **Seating Capacity:** Minimum 45 No. , 2X2 layout premium quality reclining seats.
4. **Entertainment system:** Built in entertainment system with audio and video entertainment system with sufficient Number of LCDs (Minimum 1 No. LCD in the front required).
5. Mobile / Laptop chargers on each row of the seats.
6. **Brakes:** Combination of disc/ drum brakes with ABS system for effective braking

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Type III:

Single Axle rear air suspension Air Conditioned standard intercity coaches of similar or better specifications as per the list below:

1. **Engine:** 180 HP and above, direct injection type.
2. **Air Conditioner:** Adequate capacity AC to maintain 23⁰C or below inside the coach.
3. **Seating Capacity:** Minimum 45 No. , 2X2 layout good quality reclining seats.
4. **Entertainment system:** Built in entertainment system with audio & video entertainment system with sufficient Number of LCDs (Minimum 1 No. LCD in the front required).
5. Mobile / Laptop chargers on each row of the seats.
6. **Brakes:** Disc/Drum brakes with ABS system for effective braking.

