

- 9) “**Consortium**” shall mean the combination of a maximum of five (5) entities coming together for submission of a Proposal and as particularly described under Clause 3.2.1 of the RFQP Document.
- 10) “**Contract Carriage**” means a motor vehicle which carries a passenger or passengers for hire or reward and is engaged under a contract, whether expressed or implied, for the use of such vehicle as a whole for the carriage of passengers mentioned therein and entered into by a person with a holder of a permit in relation to such vehicle or any person authorized by him in this behalf on a fixed or an agreed rate or sum-
- (a) on a time basis, whether or not with reference to any route or distance; or
 - (b) from one point to another, and in either case, without stopping to pick up or set down passengers not included in the contract anywhere during the journey, and includes-
 - (i) a maxi cab; and
 - (ii) a motorcar notwithstanding separate fares are charged for its passengers and where a Permit has been issued in terms of Section 74 of The Motor Vehicles Act, 1988
- 11) “**DIMTS**” shall mean Delhi Integrated Multi-Modal Transit System Limited.
- 12) “**GNCTD**” shall mean the Government of National Capital Territory of Delhi.
- 13) “**Lead Member**” shall mean a specific member in a Consortium duly nominated by all other members of such Consortium.
- 14) “**Letter of Acceptance**” shall mean the letter issued by the Secretary and Commissioner, Transport Department acting for and on behalf of the President of India to the Successful Bidder for award of the Project.
- 15) “**Major Components**” means and includes battery and battery management system for the State Carriage.
- 16) “**Operator**” shall mean the entity with which GNCTD would enter into a Concession Agreement.
- 17) “**Partnership Firm**” shall mean a partnership firm as defined and registered under the Indian Partnership Act, 1932 or limited liability partnership firm or an entity incorporated outside India under equivalent law.
- 18) “**Permit**” shall mean a permit issued by appropriate authority in terms of The Motor Vehicles Act, 1988 authorising the use of a motor vehicle as a Public Service Vehicle.
- 19) “**Project**” shall mean the Stage Carriage Services to be provided by the Concessionaire under integrated management of a suitable agency to be appointed by DoT and through a Concession granted by GNCTD and as per the terms of the RFQP Document and Concession Agreement.

- 20) **“Proposal”** shall mean the documents received by Transport Department, GNCTD from an interested party who is eligible to submit its proposal in response to this RFQP Document for the Project.
- 21) **“Proposal Due Date”** shall mean the time and date specified for submission of application for Proposal, more particularly detailed under Appendix 1 of this RFQP Document, Part I, Instructions to Bidders.
- 22) **“Proposal Validity Period”** shall mean the meaning ascribed to it in Clause 3.17.1 of this RFQP Document, Part I, Instructions to Bidders.
- 23) **“Public Service Vehicle”** means any motor vehicle used or adapted to be used for the carriage of passengers for hire or reward, and includes a maxi cab, a motorcar, contract carriage and stage carriage.
- 24) **“Qualified Bidder”** shall mean the Bidder whose Technical Submissions are found to be responsive and also meet the qualification criteria in accordance with the Evaluation Methodology set out in the RFQP Document.
- 25) **“RFQP Document”** shall mean the documents set out in Clause 3.9 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- 26) **“Route”** shall mean a specific route used by a stage carriage bus which is a line of travel which specifies the highway or road which may be traversed by a motor vehicle between one terminus and another.
- 27) **“Scheme”** shall have the meaning ascribed thereto under Clause 1.2.1 of this RFQP Document.
- 28) **“Stage Carriage”** means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or just reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey and where a Permit has been issued in terms of Section 72 of The Motor Vehicles Act, 1988.
- 29) **“Stage Carriage Services”** shall include the public transport services to be provided by the Concessionaire in terms of the Concession Agreement.
- 30) **“Special Purpose Company” or “SPC”** shall mean a limited company, as defined and incorporated under the Companies Act, 2013, where required to be formed for each Project.
- 31) **“Successful Bidder”** shall mean the Bidder for award of each Project.
- 32) **“Original Electric Bus Manufacturer or OEM”** shall mean a manufacturer of electric buses who has completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Standard Electric Bus (100% battery

operated) from the notified testing agencies under rule 126 of CMVR. i.e., CMVR type-approval of at least one model of Electric Bus.

1.2 Brief Description of the Scheme

- 1.2.1 GNCTD has undertaken a programme to establish an environmentally, socially and financially sustainable network of public transport for Delhi and potentially (some) adjoining areas of the National Capital Region, to encourage commuters to shift to public transport system/s. One of the tasks to achieve the above mentioned program is to streamline the private bus operations. For this GNCTD has formulated a scheme that aims at operation of buses in Delhi to specified performance standards, with specific focus on safety, by private entities selected through a competitive bidding process under a suitable contractual structure (herein after referred to as the “Scheme”). Accordingly bulk permits shall be granted to operate on an identified cluster. The overall fleet strength of private buses and DTCs fleet in each cluster of routes will be approximately in the proportion of 50:50.
- 1.2.2 The Scheme is expected to cover all existing and potentially new routes in a phased manner. To reduce competition of buses on roads, based on commonality of existing routes, routes are expected to be aggregated together in a Cluster and offered as a Project, based on following broad guidelines:
- Routes that have a substantial number of contiguous stages that are common can be in the same Cluster ;
 - Scheme operation would be synchronised with stage carriage services of DTC under UTT; and
 - besides services under UTT other services such as University specials, limited special services (both by DTC) , feeder services by DMRC are expected to continue their services.
- 1.2.3 Routes have been classified into Clusters based on geographical considerations and nature of services to be provided. The details of the nature of service are under preparation. Based on the geographical considerations, tentative list of Clusters is set out below:

Sl.	Notified/Old Cluster No.	Cluster Number in Order of Bidding	Actual no. of buses (excluding reserve fleet)
1	1	1 ^s	231
2	16	2 ^s	232
3	5	3 ^s	181
4	6	4 ^s	148
5	14	5 ^s	120
6	12	6 ^s	423
7	7	7 ^s	358

Sl.	Notified/Old Cluster No.	Cluster Number in Order of Bidding	Actual no. of buses (excluding reserve fleet)
8	8	8 ^{\$}	513
9	17	9 ^{\$}	418
10	13	13 ^{\$}	350
11	10 (14)	14 (part) ^{\$}	120
12	9 (16)	16A ^{\$}	250
13	9 (16)	16B ^{\$}	280
14	2A+10B	14CLF [^]	250
15	4A+15A	15CLF ^{\$}	190
16	2B+10C	16ACLF [^] + 16B CLF [^]	160+190
17	3A+15B	17CLF ^{\$}	210
18		E1 [#]	275
19		E2 [#]	110
20		E3 [#]	190

Note

1: *Notification as available on the website <http://www.delhi.gov.in/DoIT/DoIT-Transport/trrs22.pdf>.

\$ Bidding process completed, ^ Bidding process in progress, # Cluster for which this RFQP Document is issued ^^ Bidding process Annulled

2 : Operation of Private Stage Carriage Services in Delhi was planned in terms of the Scheme (refer para 1.2.1 of Part I – Instructions to Bidders) with the services of Private Stage Carriage operators being sought for 17 Clusters. Based on availability of land for the depots and their location, the Clusters were reorganized by suitably regrouping the routes by minimizing dead mileage and with a view to improve operations efficiency and productivity in line with the Scheme objectives. Therefore the number of projects being bid out would exceed the number of Clusters as initially identified. Since the earlier Bids used the term Cluster also as a Bid package, this distinction has now become blurred due to aforesaid reasons. Therefore it is clarified that for the purpose of bidding and Concession Agreement, the word Cluster needs to be interpreted and understood as bid package or “Project”. The word Cluster and Project shall be used, interchangeably mutatis mutandis.

- 1.2.4 All buses under the Scheme would be operating under a common brand, tentatively referred as “**Delhi Transit**”.
- 1.2.5 A detailed time table (“**Unified Time Table**” or “**UTT**”), setting out time-slots for operation of DTC buses and the Stage Carriage Services for Cluster No. E1, E2, E3 shall be provided.
- 1.2.6 The Operator will also be required to meet Performance Standards, specified in the Concession Agreement, failing which appropriate penalty would be levied for non-performance thereof. The Performance Standards could typically relate to:

- Service levels for the operations
 - Specifications & Standards for the buses
 - Performance of staff
- 1.2.7 Each Cluster shall have buses as defined in terms of technical specifications. In addition to pre-specified technical specifications, the buses are also expected to be equipped with certain specific equipment that may include:
- Device/s to enable the tracking of buses
 - Device/s to communicate operational parameters on a continuous basis to a control centre
 - Device/s to validate off-board tickets
 - Device/s to issue tickets that record the number of tickets issued and the time and place of issue
 - Devices to record the identity of staff in the bus
- 1.2.8 Fares may be collected through a variety of options like tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services could also be introduced at a later date. On-board, off-board collection and any other revenue stream including advertisement revenue shall be retained by GNCTD, a detailed mechanism is provided in the draft Concession Agreement.

2 Introduction to Project

2.1 General

- 2.1.1 Transport Department, GNCTD invites Proposals through e-procurement portal (<https://govtprocurement.delhi.gov.in>), from suitable entities for operation of Stage Carriage Services in Cluster No. E1, E2, E3 (Please refer to Table in Para 1.2.3 of ITB for corresponding notified Cluster Numbers) under a suitable contractual structure for a period of ten (10) years. The private entity shall be selected through an open, transparent and competitive bidding process.
- 2.1.2 The Concessionaires shall be required to comply with the provisions of the Motor Vehicle Act, 1988, rules and Permit conditions made there under, other relevant statutes and directions of Hon'ble Courts issued from time to time.
- 2.1.3 Permit for operation of Stage Carriage is issued by the State Transport Authority ("STA"), GNCTD for a maximum period of five (5) years only. To meet obligations under the Concession Agreement renewal of Permits may be required, for which purpose Concessionaires shall be required to approach STA. GNCTD proposes to facilitate such process, in terms of the Concession Agreement.
- 2.1.4 The Concessionaires would be required to mobilize finances, procure, develop necessary infrastructure, and operate the Stage Carriage Services in accordance with the specifications and standards set out and under other applicable laws/ bylaws governing such operations.
- 2.1.5 An agreement for development, operation, management, financing of the Project ("Concession Agreement") with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between GNCTD and the Successful Bidder for each Project. The draft Concession Agreement would also provide specific rights towards use of road infrastructure, bus stops bus depot, and bus terminals for use by the Concessionaire.

2.2 Brief Description of Bidding Process

- 2.2.1 Transport Department, GNCTD intends to follow a single stage bidding process with two bids system ("Bidding Process") through e-procurement portal for selection of operator(s) for the Project(s). This process involves selection of a Successful Bidder of interested parties who is eligible to submit its proposal as specified in this RFQP Document (the "Bidders").
- 2.2.2 RFQP Document follows a two stepped approach comprising:
- Qualification Phase: Shortlisting of Bidders based on qualification criteria ("Shortlisted Bidders")
 - Proposal Phase : Evaluation of Price Proposals received from Shortlisted Bidders ("Successful Bidder")

- 2.2.3 GNCTD, invites proposal from interested parties in response to this RFQP Document for two (2) Projects, each catering to one specific Cluster i.e., Cluster No. E1, E2 and E3. Each of such Projects shall be treated as individual and distinct Projects.
- 2.2.4 Each Bidder can win a maximum of five (5) Projects out of the Cluster Scheme except for Type 2 and Type 3 Bidder who can win a maximum of one Project only. Financial Capability of a Shortlisted Bidder shall be adjusted (reduced) to reflect the Project won by such Successful Bidder.
- 2.2.5 As a part the Bidding Process, the business entities and interested parties will be required to submit two bids containing: (i) their Technical Submissions; and (ii) their Price Proposal as part of their proposal package through e-procurement portal of GNCTD.
- 2.2.6 Technical Submission of the Bidders will be opened to check their eligibility to participate, to test their responsiveness, bid security and other such compliances and further to evaluate the technical capability and financial capability in accordance with the Evaluation Methodology set out in this RFQP Document. At the end of this Qualification Phase, Transport Department, GNCTD intends to prepare and release a list of Shortlisted Bidders for each Project.
- 2.2.7 Price Proposal of only Shortlisted Bidders shall be opened.
- 2.2.8 Price Proposal shall be opened in terms of Clause 4.10.4 to identify Successful Bidder for each Project.
- 2.2.9 The Successful Bidder for each Project would then be required to enter into a Concession Agreement with Transport Department, GNCTD, a draft of such Concession Agreement is attached as Part– II of this RFQP Document.
- 2.2.10 Details of the process of selection, including the schedule of Bidding Process (as provided in **Appendix 1** to this RFQP Document), is set out in this RFQP Document.
- 2.2.11 GOI has issued guidelines (see **Appendix 21** of RFQP Document) for qualification of Bidders seeking to acquire stakes in any public enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Transport Department, GNCTD shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to submit their Proposal and should give an undertaking to this effect in the form at **Appendix 13**.

2.3 Role of DIMTS

- 2.3.1 DIMTS, a joint venture of GNCTD and IDFC Foundation, has been duly appointed and authorised by GNCTD for project preparation work, management of bid process for selection of suitable operators and management of Concession Agreement(s).
- 2.3.2 Notwithstanding anything contained in this RFQP Document, DIMTS shall not, in any manner whatsoever and by any person (whether natural or legal) whomsoever, be held responsible/liable for any loss, damages, cost, expense or alleged prejudice which may arise from or be incurred or suffered on account of anything done or caused to be done,

in good faith and with reasonable diligence, during performance of any of its obligations for and on behalf of GNCTD.

3 Instruction to Bidders

A. General

3.1 Scope of Proposal

- 3.1.1 Transport Department, GNCTD wishes to seek responses to the RFQP Document in the form of proposal (“Proposal”) in terms of Clause 2.1.1.
- 3.1.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Qualification and Proposal (RFQP) Document (hereinafter referred to as the “Evaluation Methodology”) in order to identify the Successful Bidder for the Project (hereinafter referred to as the “Successful Bidder”). The Successful Bidder would then be required to enter into an agreement (hereinafter the “Concession Agreement”) with Transport Department, GNCTD as per the draft set forth in Part – II of this RFQP Document and perform the obligations as stipulated therein, in respect of the Project.
- 3.1.3 Terms used in this RFQP Document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.
- 3.1.4 Pursuant to the release of this RFQP Document, the Transport Department, GNCTD shall receive Proposals, prepared and submitted in accordance with the terms set forth in this RFQP Document and other documents to be provided to the Transport Department, GNCTD pursuant to this RFQP Document including annexure thereto (collectively referred to as the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Transport Department, GNCTD.
- 3.1.5 The Bidding Documents including this RFQP Document and all attached documents are and shall remain the property of Transport Department, GNCTD and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Transport Department, GNCTD will not return any Proposal or any information provided along therewith.
- 3.1.6 The Bidders are expected to examine the Operation of Private Stage Carriage Services Project, Cluster No. E1, E2 and E3 in detail, and to carry out, at their own cost due diligence as may be required to submit their Proposal for the implementation of the Operation of Private Stage Carriage Services in Cluster No. E1, E2 and E3.
- 3.1.7 The statements and explanations contained in this RFQP Document are intended to provide an understanding to the Bidders about the subject matter of this RFQP Document and shall not be construed or interpreted as limiting in any way or manner whatsoever the scope of services, work and obligations of the Successful Bidder to be set forth in the Concession Agreement or the Transport Department, GNCTD’s right to amend, alter, change, supplement or clarify the scope of service and work, the concession to be awarded pursuant to the RFQP Document including the terms thereof,

and this RFQP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this RFQP Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by the Transport Department, GNCTD.

- 3.1.8 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 3.1.9 This RFQP Document is not transferable.

3.2 Eligible Bidders

- 3.2.1 The Bidders eligible for participating in the Request for Qualification and Proposal process shall be any one of the following:

Type 1: A Business Entity; or

Type 2: A Co-operative Society of Scheduled Castes or Scheduled Tribes (SC /ST) registered in Delhi under Delhi Co-operative Societies Act, 2003 on or before Proposal Due Date, where all members of such Co-operative society belong either to the scheduled castes and/ or the scheduled tribes; or

Type 3: A Business Entity promoted by stage carriage bus operators with

- (a) the shareholders, holding a minimum of twenty-five (25) Permits issued by the State Transport Authority, Delhi valid at the end of the financial year (FY) 2007 till the phasing out of Blue Line Buses.
- (b) where such shareholders shall commit to hold a minimum equity stake of 26% in the aggregate shareholding of the business entity to be formed under the Indian Companies Act, 2013 for the first three years from date of commissioning of the project; and
- (c) where at least one specific shareholder commit to hold a minimum equity stake of 10% in the aggregate shareholding of the business entity to be formed under the Indian Companies Act, 2013 throughout the concession period; and
- (d) provided experience of the shareholder, who has more than one Permit, shall be counted towards only one of the Type 3 Business Entity.

Type 4: A combination of a maximum of five (5) members, comprising one Lead Member who is a Type 1/ Type 2 entity with other members who are Type 1/ Type 2/ Partnership Firm / registered Co-operative Society / individual / VCF entity/Alternate Investment Funds and shall hereinafter be referred as "Consortium".

- (i) Venture Capital Fund ("VCF") shall mean entities registered under the SEBI¹ (Venture Capital Funds) Regulations, 1996 and/or Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and incorporated under

¹ Securities and Exchange Board of India

- a. the Indian Trusts Act, 1882; or
 - b. Act of Parliament or State Legislation
- (ii) Alternate Investment Funds (“AIF”) shall mean entities defined as AIF under sub clause (b) of regulation 2 of Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012.

Note: A VCF/ AIF can participate only as other member of Type 4 Bidder and its Charter/ by-laws, as the case may be, shall allow such activities for which this RFQP Document is issued.

Type 2 Bidder in the event of being declared as the Successful Bidder, would be required to amend its bye-laws, as prescribed under section 11 of Delhi Co-operative Societies Act, 2003.

- 3.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at **Appendix 4**, authorising the signatory of the Proposal to commit the Bidder.
- 3.2.3 Type 3 Bidder is required to submit a letter of undertaking in terms of format set out in **Appendix 11**.
- 3.2.4 Type 2 Bidder is required to submit a letter of undertaking in terms of format set out in **Appendix 12**.
- 3.2.5 Notwithstanding anything stated elsewhere in these documents, Transport Department, GNCTD 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 Transport Department, GNCTD. A Bidder may be disqualified if it is determined by Transport Department, GNCTD, 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 stipulated by Transport Department, GNCTD.
- 3.2.6 A Bidder or member of Consortium which has earlier been barred by Transport Department, GNCTD / any other entity of GNCTD or blacklisted by any state government or central government / department / agency in India shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in **Appendix 9**.
- 3.2.7 Subject to Clause 4.6, a Bidder shall enter into an MoU (Appendix 10A) with an OEM to be eligible for submission of its Proposal. The requirements expected of the OEM shall be part of this MoU between the Bidder and the OEM. The Bidder should necessarily tie up with the OEM under this MoU during the bidding stage itself to be eligible to submit this Proposal. Since DoT shall be signing the Agreement with the Concessionaire, the Concessionaire shall ensure that the requirements of DoT are met. For the purpose of this Project all obligations, roles, responsibilities shall be the responsibility of the Bidder and the selected Concessionaire.

- 3.2.8 Bidders shall comply with the provisions of Office Memorandum and corresponding Order (Public Procurement No.1) dated 23rd July 2020 of Ministry of Finance Department of Expenditure, Public Procurement Division regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) attached as Annexure 1 to this Part I of RFQP document. Bidders shall also comply with any future amendments to GFRs issued by Govt of India.

3.3 Additional Requirements for Proposal Submitted by a Consortium

- 3.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.
- 3.3.2 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 3.3.3 Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at **Appendix 4** authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
- 3.3.4 Proposals submitted by a Consortium should comply with the following additional requirements:
- (a) the number of members in the Consortium would be limited to five (5);
 - (b) the Proposal should contain the information required from each member;
 - (c) the Proposal should include a description of the roles and responsibilities of all the members;
 - (d) Members of the Consortium shall nominate one member as the Lead Member and that Member must be a Type 1/ Type 2 as defined in Clause 3.2.1;
 - (e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
 - (f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 5**; and
 - (g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under **Appendix 10** for the purpose of submission of the Proposal.

The MoU should, interalia,

- (i) convey the intent of the Lead Member to form a SPC with the shareholding pattern as detailed under Clause 4.4.2. Such SPC shall enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Agreement/s;
- (ii) clearly outline the proposed roles and responsibilities of each member of the Consortium;

- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
- (iv) clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

- 3.3.5 Minimum Shareholding Obligation: By submitting the Proposal, the Bidder Consortium and each of its members shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of those of its Consortium Members who will own at least 26% by the Lead Member and 5% by Other Member each of the issued and subscribed equity share capital of the Concessionaire in terms of Clause 4.4.2 and 4.4.3. The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have (i) acknowledged and undertaken that each of such Consortium Members shall continue to hold the aforesaid minimum shareholding in the SPC and is achieved under and in accordance with the provisions of the Concession Agreement, (ii) the aforesaid shareholding obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and (iii) any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.
- 3.3.6 Any change in the composition of a Consortium shall not be permitted.

3.4 Special Conditions of Eligibility

- 3.4.1 Each Bidder can win a maximum of five (5) Projects out of the Cluster Scheme except for Type 2 and Type 3 Bidder who can win a maximum of one Cluster only. The aforesaid shall be subject to following conditions:
- a) Type 1 and Type 4 Bidder can win maximum of five (5) Projects
 - b) Lead Member of Type 4 Bidder can win maximum of five (5) Projects
 - c) Type 1, 2, 3 Bidder in a given Project can be part of Consortium for another Project. However, maximum number of Projects that can be won by such Consortium shall include Projects won by any of the aforesaid Type 1, 2, 3 Bidder.

3.5 Incorporation of Special Purpose Company

- 3.5.1 A Type 4 Bidder being declared as the Successful Bidder for the Project shall be required to incorporate a limited liability company under Indian Companies Act, 2013. However, Type 1 Bidders are allowed to form a SPC for implementing the Project. It may be noted that Type 3 Bidders have already formed a SPC for the purpose.

3.6 Number of Proposals

- 3.6.1 Each Bidder shall submit only one (1) Proposal in response to this RFQP Document. Subject to Clause 4.6, any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

3.7 Proposal Preparation Cost

- 3.7.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. Transport Department, GNCTD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

3.8 Verification of Documents

- 3.8.1 Transport Department, GNCTD, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQP Document. Failure of the Transport Department, GNCTD to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Transport Department, GNCTD thereunder.

3.9 Contents of RFQP Document

- 3.9.1 The RFQP Document consists of four parts and would include any addenda issued in accordance with Clause 3.11.1.

Part I	Instructions to Bidders
Part II	Draft Concession Agreement
Part III	Cluster Design Data
Part IV	Financial Proposal Format
	FB 1 : Financial Bid for Cluster E1
	FB 2 : Financial Bid for Cluster E2
	FB 3 : Financial Bid for Cluster E3

3.10 Clarifications by Bidders

- 3.10.1 Bidders requiring any clarification on the RFQP Document may notify Transport Department, GNCTD in writing or by facsimile within such date as specified in the Schedule of Bidding Process set forth in **Appendix 1**. Transport Department, GNCTD may at its sole discretion, forward to all Bidders, copies of Transport Department,

GNCTD's response, including a description of the enquiry but without identifying its source. Bidders shall have to post queries by email to dcotpt4.delhi@gov.in .

"Queries/Request for Additional Information:

RFQP Document for Operation of Private Stage Carriage Services in Cluster No. E1, E2 and E3"

- 3.10.2 The Transport Department, GNCTD shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Transport Department, GNCTD reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring the Transport Department, GNCTD to respond to any question or to provide any clarification through e-procurement portal of GNCTD.
- 3.10.3 The Transport Department, GNCTD may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Transport Department, GNCTD shall be deemed to be part of the Bidding Documents if the same is in writing. Verbal clarifications and information given by the Transport Department, GNCTD or their employees, advisors or representatives shall not in any way or manner be binding on the Transport Department, GNCTD.

3.11 Amendment of RFQP Document

- 3.11.1 At any time prior to the Proposal Due Date, the Transport Department, GNCTD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQP Document by issue of Addenda.
- 3.11.2 Any Addendum thus issued will only be posted on e-procurement portal of GNCTD. Bidders are advised to visit the website <https://govtprocurement.delhi.gov.in> regularly to keep themselves updated.
- 3.11.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, the Transport Department, GNCTD may, at its own discretion, extend the Proposal Due Date.
- 3.11.4 The Transport Department, GNCTD may in its sole discretions and without assigning any reason modify, alter or amend all or any part of the Schedule of Bidding Process by issue of addendum to the RFQP Document.

3.12 Miscellaneous – Other Provisions

- 3.12.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 3.12.2 Transport Department, GNCTD, in its sole discretion and without incurring any obligation or liability, reserves the right to:

- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
- c) change and / or modify potential Clusters by amalgamating or by dividing in to more or lesser number of Clusters envisaged under the Scheme;
- d) retain any information and/or evidence submitted to Transport Department, GNCTD by, on behalf of, and/ or in relation to any Bidder; and
- e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- f) As part of the Scheme more than one bidding processes are expected to be undertaken. Each of the bidding process shall be separate and distinct activities and GNCTD reserve the right to change amend, delete, modify these bidding processes in terms of process, qualification, evaluation, any other material features or draft Concession Agreement (dCA).
- g) No claim of whatsoever over shall of admissible towards aforementioned bidding processes which are being undertaken over a period of time, since based on market response, market conditions, government policies and objective, public good, court guidelines, court directives may require such changes made in the bidding processes.

3.12.3 It shall be deemed that by submitting the Proposal, the Bidder and the associated OEM agrees and releases Transport Department, GNCTD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

3.12.4 Any change in ownership of the Bidder / Successful Bidder, including any material change in the equity holding thereof, shall be subject to the provisions of Clause 4.4.2 and 4.4.3 of this RFQP Document.

3.13 Disqualification

3.13.1 Even if the Bidder meets the guidelines as set forth in this RFQP Document, Transport Department, GNCTD at its discretion can disqualify the Bidder if:

- a) the Bidder has been debarred by any state or central government or government agency in any country; or
- b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or
- c) the Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or
- d) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.

3.13.2 Upon submission of the Proposal it would be deemed that the Bidder has prior to the submission thereof :

- (a) made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFQP Document and other Bidding Documents;
- (b) received all such relevant information as it has requested from the Transport Department, GNCTD;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in any of the Bidding Documents or furnished by or on behalf of the Transport Department, GNCTD relating to any of the matters referred to in the Bidding Process including Bidding Documents;
- (d) made a complete and careful examination and satisfied itself about all matters, things and information necessary and required for submitting the Proposal, various aspects of the Operation of Private Stage Carriage Services in Cluster No. E1, E2 and E3, execution of the Operation of Private Stage Carriage Services in Cluster No. E1, E2 and E3 in accordance with the Bidding Documents, including the Concession Agreement, and performance of all its obligations hereunder including but not limited to:
 - (i) the Routes;
 - (ii) existing facilities, depot details and structures;
 - (iii) the condition of the roads, traffic conditions, utilities, availability of water and power supply;
 - (iv) conditions affecting transportation, access, disposal, handling and storage of the materials; and
 - (v) all other matters that might affect the Bidder's performance under the terms of this RFQP Document.
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in sub-clause (d) above of this Clause 3.13.2 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Transport Department, GNCTD or a ground for termination of the Concession Agreement; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

The Transport Department, GNCTD shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.13.3 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Transport Department, GNCTD for, inter alia, the time, cost and effort of the Transport

Department, GNCTD, including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Transport Department, GNCTD hereunder or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder, or any constituent thereof, and any other Bidder or any constituent thereof have common controlling shareholders or other common ownership interest by any third party, whether direct or indirect, or such Bidder or any constituent thereof is holding paid up capital, directly or indirectly, in other Bidder or any constituent thereof. Provided that this disqualification shall not apply (a) in case of common controlling shareholding or other common ownership interest by any third party, if such shareholding or ownership interest in one of the Bidders is less than 5% of its paid up and subscribed capital, or (b) in case of the direct or indirect shareholding in a Bidder by the other Bidder on any constituent thereof if such shareholding is less than 5% of that other Bidder's paid up and subscribed capital; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (v) Subject to the provisions of Clause 4.6, such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to the Transport Department, GNCTD in the preparation of any documents, design or technical specifications for the Scheme.
- (vii) If any legal, financial or technical adviser of the Transport Department, GNCTD in relation to the Scheme is engaged by the Bidder in any manner for matters related or incidental to the said Project during the Bidding Process or subsequent to the (a) issue of the LOA or (b) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Transport Department, GNCTD, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Transport Department, GNCTD may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Transport Department, GNCTD being liable in any manner whatsoever to the Successful Bidder or the Concessionaire, as the case may be, for the same.

- 3.13.4 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement, the Transport Department, GNCTD shall reject a Proposal, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Transport Department, GNCTD towards, inter alia, time, cost and effort of the Transport Department, GNCTD, without prejudice to any other right or remedy that may be available to the Transport Department, GNCTD hereunder or otherwise.
- 3.13.5 Without prejudice to the rights of the Transport Department, GNCTD under Clause 3.13.4 hereinabove and the rights and remedies which the Transport Department, GNCTD may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Transport Department, GNCTD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFQP Document issued by the Transport Department, GNCTD or GNCTD during a period of five years from the date such Bidder or Concessionaire, as the case may be, is found by the Transport Department, GNCTD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 3.13.6 For the purposes of Clauses 3.13.4 and 3.13.5 above, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Transport Department, GNCTD who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Transport Department, GNCTD, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Operation of Private Stage Carriage Services in Delhi or the LOA

or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Transport Department, GNCTD in relation to any matter concerning the Scheme;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Transport Department, GNCTD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

B. Preparation and Submission of Proposal

3.14 Language

3.14.1 The Proposal and all related correspondence and documents shall be written in the English language. The Supporting documents and printed literature furnished by the Bidder with the Proposal, may be in any other language provided that they are accompanied by a true and correct official translation into English and duly stamped. In the event of a foreign Bidder the same shall be legalized by the Indian Embassy in the respective country of the Bidder. Supporting materials that are not translated into English may not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.15 Currency

3.15.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2020. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. Transport Department, GNCTD, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all the Bidders.

3.16 Bid Security

3.16.1 Proposals shall be accompanied by a Bid Security as set out in table below for each Project. Joint Bid Security for two or more than two Projects shall not be accepted. No relaxation of any kind in Bid Security shall be given to any Bidder.

Cluster No.	Number of Buses	Bid Security (Rs. Crore)	
		Alternative 1	Alternative 2
E1	275	8.25	16.50
E2	110	3.30	6.60
E3	190	5.70	11.40

In case where the OEM proposes to be the Bidder, either as Type 1 Bidder or Lead Member in Type 4 Bidder, Bid Security under Alternative 1 is required to be submitted.

3.16.2 The Bid Security shall be kept valid through the Proposal Validity Period and would need to be extended, if so required by the Transport Department, GNCTD, for any extension in Proposal Validity Period.

- 3.16.3 The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India, in favour of Commissioner (Transport), Transport Department, GNCTD, as per the format set out in **Appendix 14**. Demand Draft for Bid Security shall not be accepted under any circumstances. Transport Department, GNCTD shall not be liable to pay any interest on the Bid Security and the same shall be interest free. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized Bank or a scheduled Bank authorized to handle transactions of Government of India in India is required. For the avoidance of any doubt, 'Scheduled Bank' shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. FDR in line with GFR shall also be allowed for the purpose of Bid Security lieu of bank guarantee. All provisions related to Bid Security submitted vide bank guarantee shall apply mutatis mutandis to the Bid Security submitted vide FDR.
- 3.16.4 The Bid Security shall be returned to unsuccessful Bidders on the signing of Concession Agreement for each Cluster. The Bid Security, submitted by the Successful Bidder, shall be released:
- (a) upon signing of the Concession Agreement with the Successful Bidder/ SPC; and
 - (b) upon furnishing a Performance Guarantee for an amount mentioned in the Concession Agreement;
- 3.16.5 The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages to the Transport Department, GNCTD in the following cases:
- (a) If the Bidder withdraws its Proposal except as provided in Clause 3.24.1 ; or
 - (b) If the Bidder modifies or withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; or
 - (c) If the Bidder fails to accept the LOA within the stipulated time period as provided in Clause 4.13.1; or
 - (d) In case the Successful Bidder fails to sign the Concession Agreement within the specified time limit or any extension thereof; or
 - (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach therefor prior to the furnishing of the Performance Security; or
 - (f) If the Successful Bidder fails to furnish the Performance Security within the specified time limit prescribed therefor in the Concession Agreement; or
 - (g) If any information or document furnished by the Successful Bidder turns out to be misleading or untrue in any material respect; or
 - (h) If the Bidder fails to comply with the Bidding Process in any manner; or
 - (i) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clauses 3.13.4 to 3.13.6 of this RFQP Document; or

- (j) If a Bidder has a Conflict of Interest which affects the Bidding Process; or
- (k) In case the Successful Bidder fails to incorporate a SPC, where required, for Operation of Private Stage Carriage Services in Cluster No. E1, E2 and E3 within the stipulated time period as specified in this RFQP Document; or
- (l) In case there is a change in ownership/control of the Bidder, where it is a consortium, which is contrary to the terms of this RFQP Document, or the Concession Agreement.

3.17 Validity of Proposal

- 3.17.1 The Proposal shall indicate that it would remain valid for a period not less than 360 days from the Proposal Due Date (herein the “Proposal Validity Period”). The Transport Department, GNCTD reserves the right to reject any Proposal that does not meet this requirement.
- 3.17.2 Prior to expiry of the Proposal Validity Period, the Transport Department, GNCTD may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 3.16 of this document in all respects. A Bidder refusing the request shall not be eligible to participate in the Bidding process and his Proposal shall be returned.
- 3.17.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.

3.18 Bidders Responsibility

- 3.18.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFQP Document will be at the Bidder’s own risk.
- 3.18.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- a) made a complete and careful examination of requirements, and other information set forth in this RFQP Document;
 - b) received all such relevant information as it has requested from Transport Department, GNCTD and/ or DIMTS; and
 - c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) all technical and operational details related to the Clusters;
 - (ii) all other matters that might affect the Bidder’s performance under the terms of this RFQP Document;

- (iii) a diligent scrutiny and is in conformity with the terms and conditions of the draft Concession Agreement and;
- (iv) clearances required to be obtained for the Project; and
- (v) applicable laws and regulations in force in India.

3.18.3 Transport Department, GNCTD and / or DIMTS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.19 Pre-Proposal Meeting

- 3.19.1 To clarify and discuss issues with respect to the Project and the RFQP Document, Transport Department, GNCTD and/ or DIMTS may hold Pre-Proposal meeting/s.
- 3.19.2 Prior to the Pre-Proposal meeting/s, the Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their responses and forward the same to Transport Department, GNCTD and / or DIMTS prior to the meeting in terms of schedule set out in **Appendix 1**. Transport Department, GNCTD and/ or DIMTS may, as may be considered acceptable at its sole discretion, amend the RFQP Document based on inputs provided by Bidders.
- 3.19.3 Bidders may note that Transport Department, GNCTD will not entertain any deviations to the RFQP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQP Document with all its contents including the terms and conditions of the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 3.19.4 Transport Department, GNCTD and / or DIMTS will endeavour to hold the meeting as per Schedule of Bidding Process.
- 3.19.5 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. Transport Department, GNCTD and/ or DIMTS will endeavour to respond to all queries from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal meeting.
- 3.19.6 All correspondence / enquiries/ request for clarifications should be e-mailed to dcotpt4.delhi@gov.in .
- 3.19.7 No interpretation, revision, or other communication from Transport Department, GNCTD regarding this solicitation is valid unless posted on e-procurement portal of GNCTD.

3.20 Format and Signing of Proposal

- 3.20.1 Bidders shall provide all the information as per this RFQP Document and in the specified formats. Transport Department, GNCTD reserves the right to reject any Proposal that is not in the specified formats.
- 3.20.2 The Proposal should be submitted in two bids:

Bid 1 : Technical Submissions (To be submitted separately for Each Cluster), which would include:

- i.) Covering Letter cum Project Undertaking as per **Appendix 3** stating the Proposal Validity Period
- ii.) Power of Attorney for Signing of the Proposal (in case of Consortium, this would need to be provided by all the members) as in **Appendix 4**.
- iii.) In case of Consortium, Power of Attorney for designating of the Lead Member of Consortium as in **Appendix 5**.
- iv.) Details of Bidder (in case of Consortium, this would need to be provided by all the members) as in **Appendix 6 and details of the OEM as in Appendix 6A**.
- v.) Completed format of Financial Capability of the Bidder (in case of Consortium, Financial Capability of all the members) as in **Appendix 7**.
- vi.) Certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of the Clause 4.3.
- vii.) Completed format of Experience of Bidder (in case of Consortium, Experience of all members) as in **Appendix 8, Appendix 8 A, and Appendix 8 B**.
- viii.) Technical Capacity of the OEM as in Appendix 8C.
- ix.) Format for Affidavit Certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred (as in **Appendix 9**).
- x.) In case of Consortium, Memorandum of Understanding entered into between members as in **Appendix 10**.
- xi.) Memorandum of Understanding entered into between the Bidder and the OEM as in Appendix 10A
- xii.) Letter of Undertaking where the Bidder is a Type 3 Bidder, as per the format attached in **Appendix 11**.
- xiii.) Letter of Undertaking where the Bidder is a Type 2 Bidder, as per the format attached in **Appendix 12**.
- xiv.) Proof of registration of the Bidder (in case of Consortium, proof of registration of all the Members)
- xv.) Proof of payment towards the cost of RFQP Document.
- xvi.) Non-Collusion Certificate as per **Appendix 13**.
- xvii.) Bid Security as per **Appendix 14 (separate for each Project)**.
- xviii.) Operations Plan write-up as per **Appendix 19 (separate for each Project)**.
- xix.) Affidavit as per **Appendix 20**
- xx.) Integrity Pact as per **Appendix 23** initialled by the Bidder and to be signed at the time of execution of Concession Agreement

Bid 2: Price Proposal (To be submitted separately for Each Cluster)

- i. Price Proposal as per the format set out in **Appendix 15A**;

- ii. **Break up of Price Proposal as per format set out in Appendix 15B; and**
- iii. Annual Operating Cost as per **Appendix 18**

3.20.3 The Bidder shall upload **separately** the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Cluster as defined in clause above on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) (Please refer “**Instructions to Bidders for Online Bid submission**”). Upload Price Proposal (Bid-2) for each Project /Cluster by clearly indicating the Cluster No. on the Price Proposal.

However, the following Documents have to be submitted in the hard copy:

- a) Original copy of the payment towards the cost of RFQP Document.
- b) Original Bid Security as per **Appendix 14 (separate for each Project)**.
- c) Hard Bound Print out of uploaded Technical Submissions (Bid 1).

3.20.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

3.20.5 The Proposal shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person/s signing the Proposal.

3.21 Submission of Proposal

3.21.1 The Bidder shall upload separately the scanned copy of Bid 1: Technical Submissions and Bid 2: Price Proposal for each Project /Cluster as defined in clause above on the e-procurement portal of Government of NCT of Delhi (<https://govtprocurement.delhi.gov.in>) (Please refer “Instructions to Bidders for Online Bid submission”). Upload Price Proposal (Bid-2) for each Project /Cluster by clearly indicating the Cluster No. on the Price Proposal.

3.21.2 However, the following Documents have to be submitted in the hard copy:

- a) Original copy of the payment towards the cost of RFQP Document.
- b) Original Bid Security as per **Appendix 14 (separate for each Project)**.
- c) Hard Bound Print out of uploaded Technical Submissions (Bid 1).

The Bidder shall seal the Hard Copies (indicated in this clause above) in Original, in an envelope, duly marking the envelope as “**TECHNICAL SUBMISSIONS including Original Bid Security and Cost of RFQP Document**”.

3.21.3 The envelope shall indicate the name and address of the Bidder (In case of a Consortium the name and address of the Lead Member).

3.21.4 All the envelopes shall clearly bear the following identification:

Operation of Private Stage Carriage Services in Cluster No. E1, E2 and E3 ”,

“To be opened by Tender Opening Committee only”

and

**“Submitted by
Name, Address and Contact Phone No. of the Bidder”**

3.21.5 The envelope shall be addressed to:

ATTN. OF: Deputy Commissioner (Cluster)
ADDRESS:
Transport Department
Government of NCT of Delhi
Room No. 127, New Block
5/9, Under Hill Road, Delhi-110054

3.21.6 deleted

3.22 Proposal Due Date

3.22.1 Proposals should be uploaded / submitted on or before the Proposal Due Date mentioned in the Schedule of Bidding Process, set forth in **Appendix 1** to the address provided in Clause 3.21.5 in the manner and form as detailed in this RFQP Document. For the purposes of this RFQP Document the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Bidding Process contained in **Appendix 1**. Proposals submitted by either facsimile transmission or telex or email will not be acceptable.

3.22.2 The Transport Department, GNCTD, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.11.

3.23 Late Proposals

3.23.1 Any Proposal received by the Transport Department, GNCTD after the Proposal Due Date will be summarily rejected and returned unopened to the Bidder.

3.24 Withdrawal of Proposals

3.24.1 The Bidder may withdraw its Proposal after submission in terms of process set out in e-procurement portal. No Proposal shall be withdrawn by the Bidder after the Proposal Due Date.

3.24.2 Deleted

3.24.3 Notwithstanding anything to the contrary contained in this RFQP Document any withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security as mutually agreed genuine pre-estimated compensation and damages in accordance with Clause 3.16.5 of this RFQP Document.

3.25 Confidentiality

3.25.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders shall not be disclosed to any person not officially concerned with the process or is not a retained professional adviser advising the Transport Department, GNCTD in relation to or matters arising out of or concerning the Bidding Process. The Transport Department, GNCTD will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that all who have access to such material treat the same in confidence. The Transport Department, GNCTD will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has the power to require its disclosure or is to enforce or assert any claim, right or privilege of the Transport Department, GNCTD or defend any claim, action or proceedings against it.

3.26 Clarifications by Transport Department, GNCTD

3.26.1 To assist in the process of evaluation of Proposals, the Transport Department, GNCTD may, at its sole discretion, ask any Bidder for any clarification on or with respect to its Proposal. The request for clarification and the response shall be in writing or by facsimile. The Bidder in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks or such timeframe as given by Transport Department, GNCTD, of the request to the satisfaction of the Transport Department, GNCTD, failing which the Bidder is liable to be disqualified at any stage of the bidding process. No change in the substance of the Proposal would be permitted by way of such clarifications.

3.27 Consultant(s) or Advisor(s)

3.27.1 To assist in the examination, evaluation, and comparison of Proposals, the Transport Department, GNCTD may utilise the services of consultant/s or advisor/s.

3.27.2 No entity including the Bidders can hold and the Transport Department, GNCTD shall not be bound by the opinion or advice given by any Consultant or advisor referred to in Clause 3.27.1. The final determination as regards the Proposal shall vest with the Transport Department, GNCTD.

3.28 Online Submission Instructions

3.28.1 The intending bidder must read the terms and conditions of RFQP Document carefully. The bidders should only submit their bid if they consider them self-eligible and are in possession of all the required documents.

3.28.2 Request for Proposal posted on website shall form part of RFQP document.

3.28.3 Complete bid document can be seen and downloaded from website <https://govtprocurement.delhi.gov.in> free of cost.

- 3.28.4 Those bidders not registered on the website mentioned above, are required to get registered beforehand.
- 3.28.5 The intending Bidder must have valid class-III digital signature to submit the bid.
- 3.28.6 On opening date, the Bidders can login and see the bid opening process. After opening of Price Proposal Bidder may access the comparative statement on aforementioned website.
- 3.28.7 Bidders can upload documents in terms of requirements of the e-procurement portal of GNCTD.
- 3.28.8 The Technical Proposal/Submissions shall be opened first on the date and time as specified in Appendix 1 of this RFQP Document. The Bidder has access to view the Proposals online. However, Bidder, if so desire, can attend the Technical Submissions opening through e-procurement portal at the office of Transport Department.
- 3.28.9 The time and date for opening of Price Proposal of Shortlisted Bidders shall be informed automatically, through aforementioned web site.
- 3.28.10 Pre Proposal Meeting shall be held at the location (refer Clause 3.19.6), date & time as mentioned in Appendix 1 of this RFQP Document to clear the doubt of intending Bidders, if any.
- 3.28.11 List of Documents to be scanned and uploaded within the period of Proposal submission in terms of Clause 3.20.2 of the Instruction to Bidders.
- 3.28.12 The Proposal submitted shall become invalid if the Bidder doesn't upload all the documents as stipulated above.

4 Criteria and Methodology for Qualification and Evaluation

A. General

4.1 Qualification Parameters

- 4.1.1 The Bidder's competence and capability is proposed to be established by following parameters:
- (a) Operational Experience of Bidder, evaluated in terms of past experience of the Bidder.
 - (b) Financial Capability of the Bidder, evaluated in terms of net worth of the Bidder.
- 4.1.2 The Bidder would be required to meet the qualification criteria as detailed in Clause 4.2 and 4.3. A Bidder who meets the requisite qualification criteria will be qualified and referred as "Shortlisted Bidder" and the Price Proposals of only such Shortlisted Bidders shall be opened, upon due intimation to such Shortlisted Bidders through e-procurement portal of GNCTD.

4.2 Operational Experience Criteria

4.2.1 Eligible Experience

- 4.2.1.1 The following categories of experience would qualify ("Eligible Operational Experience"):

Category 1: Stage Carriage (e.g. bus / mini bus / Rural Transport Vehicle (RTV)) operation with requisite valid Permits to operate in India.

Category 2: Contract Carriage (e.g. bus / mini bus / RTV/ cabs/ taxi/ van/ jeep) operations with requisite valid Permits to operate in India.

Category 3: Stage/ Contract Carriage with requisite valid Permits issued by appropriate authority from outside India under equivalent law.

For an operator to qualify as an Eligible Operational Experience, under Category 1, Category 2 and Category 3:

- (a) Operational experience shall be considered in terms of Passenger Car Unit (PCU) Years from Feb 01, 2018 to October 31, 2020;

- (b) Based on Category of experience, relative weights shall be assigned as set out in Table 4.1; and
- (c) Bidder's experience shall be measured and stated in terms of a score (the "Operational Experience").

Table 4.1: Eligible Operational Experience

Category	Measurement Parameter	Experience Weight
Category 1	Stage Carriage operation experience in India	1.00
Category 2	Contract Carriage operation experience in India	0.80
Category 3	Stage Carriage/ Contract Carriage operation experience outside India	0.80

- 4.2.1.2 Bidder can quote experience in respect of Operational Experience under any one or all categories. In-case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.
- 4.2.1.3 Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 4.2.

Table 4.2: Type of Vehicle: PCU Factors

Type	PCU Factor
Bus	3.00
Mini Bus	1.50
RTV	1.50
Car /Cabs	1.00
Taxi / Van / Jeep	1.00

- 4.2.1.4 In case the Bidder has experience in more than one Category, the experience for each Category would be computed and aggregated to arrive at the total Operational Experience.

Experience Score for a given Category (Refer Clause 4.2.1.1) = Number of Vehicles * Experience Weight (Refer Table 4.1) * PCU Factor (Refer Table 4.2) * No. of months of operations which will be reckoned from the validity of the permits duly certified by the Statutory Auditor, (from Feb 01, 2018 to October 31, 2020) **divided by** 12 months = XXX PCU Years.

Example for calculating the Calculated Operational Experience is set out in the following Table 4.3.

Table 4.3: Sample Operational Experience Computation Table

Type	No of vehicles with Permit	PCU Factor for the vehicle	Experience Weight	No of Months in Operation (from Feb 01, 2018 to October 31, 2020)	Total PCU Years ("Operational Experience")
1	2	3	4	5	6 = (2*3*4*5)/12
Category 1					
Bus	35	3.00	1.00	24	210.00
Mini Bus	10	1.50	1.00	20	25.00
Category 2					
Bus	10	3.00	0.80	12	24.00
Mini Bus	5	1.50	0.80	8	4.00
Cab	50	1.00	0.80	12	33.33
Taxi	10	1.00	0.80	18	6.67
Van	2	1.00	0.80	5	0.67
Jeep	1	1.00	0.80	6	0.40
RTV	1	1.50	0.80	3	0.30
Operational Experience (Sum of Total PCU Years Experience)					69.37

4.2.1.5 The Bidders must provide the necessary information as per Appendix 6, 8A and 8B.

4.2.1.6 Operational Experience for each Bidder shall be calculated based on submissions made by the Bidder. Such Calculated Operational Experience shall be compared with the Minimum Operational Experience Criteria set out in the Table 4.4 below. The Bidder shall be deemed to qualify on Operational Experience Criteria for all such Clusters where Calculated Operational Experience is at least equal to or exceeds Minimum Operational Experience Criteria.

Table 4.4: Minimum Operational Experience Criteria

Cluster No.	No. of Buses	Minimum Operational Experience Criteria
		PCU Year
E1	275	300
E2	110	300
E3	190	300

4.2.1.7 Special Cases

- a. Type 2 Bidder: Experience of all the Society members shall be considered for the purpose of evaluation.

- b. Type 3 Bidder: Bidder is required to provide proof of permits valid at the end of the financial year (FY) 2007 till the phasing out of Blue Line Buses. On submission of such proof, Type 3 Bidder shall be deemed to meet the experience criterion for qualification.

4.2.1.8 Alternative 2 of Financial Capability Criteria: The Operational Experience criteria is not applicable for Bidders who meet **Alternative 2** of the Financial Capability Criteria.

4.2.1.9 A Bidder who meets the Operational Experience criteria is eligible to bid for multiple Projects.

4.2.2 Financial Capability Criteria

4.2.2.1 Financial Capability of the Bidders would be evaluated on the basis of the following:

- a) net worth as at the end of the most recent financial year (Ref. **Appendix 7**), or
- b) In case of Type 3 Bidder, commitment towards a minimum authorised, subscribed and paid up capital (Ref. **Appendix 11**)

The Bidders should provide information regarding the above based on audited annual accounts for the latest financial year. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

4.2.2.2 The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the Consortium would be considered for evaluating the financial capability) for the most recent financial year.

4.2.2.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In such a case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided.

4.2.2.4 In case the Bidder is a Consortium (Type 4), for the purpose of evaluation, the arithmetic sum of financial parameters criteria of networth respectively of all the members should meet the Financial Capability Criteria and the Lead Member must satisfy a minimum of 50% of the aforesaid criteria.

4.2.2.5 It is proposed to allow Venture Capital Fund (VCF) /Alternate Investment Funds (AIF) to participate in the bidding process as Lead Member or as Other Member of a Consortium (Type 4) subject to following conditions.

- i.) In case the Bidder is a Consortium, where VCF/ AIF is a member of a Consortium for the purpose of evaluation, TFAP (defined hereinafter) would be added to Net Worth of the Consortium for meeting the Net Worth.
- ii.) For the purpose of evaluating the Financial Capability of the VCF/ AIF towards its ability and willingness to contribute towards the Project, following criteria shall be considered:

The Asset Management Company (AMC) /Trustee/ relevant entity having requisite powers shall, confirm the funds available for the Project (“Total Funds Available for Project” or say TFAP) through an undertaking that:

- (a) Objective of the VCF / AIF is not at variance with objective of the Project,
- (b) TFAP is within the limits prescribed under Securities and Exchange Board of India (SEBI), Foreign Investment Promotion Board (FIPB) and Government of India guidelines for foreign direct investments and any other applicable law/ regulation in India,
- (c) TFAP does not exceed the investment parameters defined by the contributors to the VCF/ AIF,
- (d) TFAP is less than or equal to Investible Funds (Total Fund Corpus of the VCU, net of expenditure for administration and management of the VCF) Less investments / commitments made by VCF/ AIF as on date.

The aforesaid TFAP shall be supported by necessary documentary evidence including most recent quarterly return with relevant authority.

- 4.2.2.6 The TFAP shall be added to the Net Worth of the specific member of the consortium, for the purpose of evaluation of Financial Capability Criteria as stipulated in this RFQP Document.

4.3 Evaluation Criteria for Financial Capability

- 4.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy any one of the following criteria:

Legend	Description
---------------	--------------------

- | | |
|----|--|
| X: | Net worth as at the end of the most recent financial year of the Bidder |
| Z: | Net worth as at the end of the most recent financial year of Type 2 Bidder provided the Bidder (Type 2) shall be in existence for more than a year |

Table 4.5: Financial Capability Criteria

Bidder Description	Financial Capability Criteria
Type Bidder 1	Alternative 1: Net worth of the Bidder as at the end of the last financial year shall be at least equal to Rs. X millions.
Type Bidder 2	Alternative 1 : Net worth of the Bidder as at the end of the last financial year (March 31, 2020) shall be at least equal to Rs. Z millions along with an undertaking to increase the Net Worth to at least Rs. X millions in terms of the conditions set out in Appendix 12 Bidder shall be existence for more than a year, where the Bidder is the Successful Bidder.
Type Bidder 3	Undertaking, in terms of the format set out in Appendix 11 confirming that the authorised capital of the SPC is atleast Rs. X millions and a commitment to subscribe to the capital, where the Bidder is the Successful Bidder.
Type Bidder 4	Alternative 1: Aggregate Net worth of the Members of the Consortium as at the end of the last financial year shall be at least equal to Rs. X millions.

Alternative 2 (for Type 1, 2 & 4): Net worth of the Bidder or aggregate Net worth of the Members of Consortium as the case may be, as at the end of the last financial year shall be **at least three times** of Rs. **X** or **Z** millions ..

4.3.2 Financial Capability Criteria for Cluster No. E1, E2 and E3 are set out below:

Table 4.6: Cluster wise Financial Capability Criteria

Cluster No.	No. of buses	Net Worth or authorized capital #	Net Worth for Type 2#
		X (Rs. Millions)	Z (Rs. Millions)
E1	275	412.50	103.13
E2	110	165.00	41.25
E3	190	285.00	71.25

suitably rounded off to the nearest integer number (for more or equal to 0.5, next higher integer number and for less than 0.5, lower integer number shall be used)

4.3.3 For the purpose of analysis and evaluation, figures from the latest audited annual financial statement would be considered.

4.3.4 Audited financial statements and submission made by the Bidder shall be used to calculate the Financial Capability for the Bidder in terms of net worth set out in Clause 4.2.2.1 i.e Calculated Financial Capability (“CFC”)

4.3.5 However, for Type 3 Bidder the authorized capital shall be the CFC.

- 4.3.6 Eligible Financial Capability (“EFC”) of a Bidder shall be CFC less minimum net worth (i.e.) Financial Capability Criteria for the Cluster, where the Bidder has quoted the lowest CYOF. While calculating EFC, Bidder who has quoted lowest CYOF in the bidding rounds and / or bidding process is presently in progress for the Scheme (i.e.) for Cluster No. 14CLF, 16ACLF, 16BCLF, E1, E2, E3 as the case may be shall also be taken in to account and minimum net worth requirements for such Cluster(s) where Bidder has quoted lowest CYOF shall also be reduced from the CFC.
- 4.3.7 Based on the Financial Capability criteria as defined in Clause 4.3.1, a Bidder shall be deemed to meet Financial Capability criteria for all Clusters whose minimum Financial Capability requirements is less than the EFC of the Bidder.

4.4 Evaluation Criteria for a Consortium

- 4.4.1 In case the Bidder is a Consortium, for the purpose of evaluation, Lead Members’ Financial Capability (Net worth) should be at least 50% of the capability criteria as stipulated in this Section 4.
- 4.4.2 The Lead Member shall commit to hold a minimum equity stake equal to 26% and all members of the Consortium shall individually, commit to hold a minimum equity stake equal to 5% of SPC upto three (3) years from Commercial Operation Date (COD).
- 4.4.3 Subsequent to three (3) years from COD the Lead Member shall commit to hold a minimum equity stake equal to 10% and all member of the Consortium together including the Lead Member shall commit to hold a minimum equity stake equal to 26% of SPC till the end of the Concession Period. With the approval of Transport Department, GNCTD, member in a Consortium may be allowed to exit the Consortium with or without substitution of such member with a new member.

4.5 Other Condition of Qualification

- 4.5.1 Subject to exception set out in Clause 4.2.1.8, a Bidder is required to meet Operational Experience Criteria as well as Financial Capability Criteria to be short listed for the Cluster.
- 4.5.2 Transport Department, GNCTD reserves the right to set different qualification criteria, terms of Concession Agreement, type of buses or any other material condition in the balance Clusters which may bid out in future.
- 4.5.3 Transport Department, GNCTD may bid out all or some of the Clusters besides aggregating, dividing the Clusters yet to be bid out.
- 4.5.4 A Bidder who has quoted minimum CYOF for a Cluster and refuses, repudiates or otherwise withdraws from signing of Concession Agreement(s) or, in case Concession Agreement is signed by both the parties from proceeding with the Project, then such Bidder shall be disqualified from all balance bidding process activity for the Scheme in terms of Clause 3.13.
- 4.5.5 A list of all qualified Bidders shall be made for each Cluster based on operational and financial criteria.

- 4.5.6 A Bidder who has quoted lowest CYOF for five (5) Projects and therefore such Bidders Price Proposal was not opened for subsequent Clusters shall not have any claim of whatsoever nature towards Transport Department, GNCTD or their advisors for loss of opportunity, in case for any reasons the Concession Agreement for any of the five (5) Projects could not be executed.
- 4.5.7 A Bidder who has already quoted lowest CYOF for four (4) Projects shall be eligible to participate in future bidding process including opportunity available under 4.12.5 (a), 4.12.5 (b), 4.12.5 (c). However such participation shall be subject to the provisions of Clause 2.2.4 and Clause 3.4.1
- 4.5.8 EFC shall be periodically calculated, after opening of Price Proposals of every Project.
- 4.5.9 For checking eligibility on EFC for the subsequent Project for which Price Proposal is being opened, a Preferred Bidder who has qualified on Alternative 2 of Financial Criteria, minimum Financial Capability Criteria set out as Alternative 1 shall be reduced and not three times of such aforementioned criteria i.e. the Alternative 2 criteria.
- 4.5.10 Deleted

4.6 Condition Related to Original Electric Bus Manufacturer

- 4.6.1 An OEM may bid for this project as a Type 1 or Type 4 Bidder (as per Clause 3.2.1). Alternately, an OEM may associate with multiple Bidder/s by signing MoU. OEM bidding as a Type 1 or Type 4 Bidder cannot support any other Bidder for the Project by way of MoU.
- 4.6.2 The Bidder shall be considered eligible even if an OEM associated with such Bidder is associated with other Bidders under this Bid Process. For avoidance of doubt, a Bidder shall not associate with more than one OEM for a Project.
- 4.6.3 The OEM will certify equal cost of bus to all Bidders. The OEM shall offer same cost and level playing terms and conditions for the same model of bus to all participant Bidders to ensure that the OEM does not vitiate the bidding process. Failure to adhere to aforesaid requirements shall result in rejection of OEM.

B. Evaluation Methodology

4.7 Opening of Proposal

- 4.7.1 Transport Department, GNCTD shall open Technical Submissions (Bid 1) through e-procurement portal of GNCTD.
- 4.7.2 Also the Hard Copy of Technical Submissions (Bid 1) shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal opening shall bring an authorisation letter from the Bidder and register to evidence their presence.
- 4.7.3 The following information shall be announced at the Proposal opening and recorded:
- a) Bidders' names; and
 - b) Particulars of the Bid Security.
- 4.7.4 Transport Department, GNCTD shall intimate Bidders in case of any change in the date or venue of opening of "Bid 1" of the Proposal.
- 4.7.5 Proposals marked "WITHDRAWAL" accompanied by a valid notice of withdrawal submitted in accordance with Clause 3.24 shall not be opened and shall be returned to the Bidder. No withdrawal notice shall be considered unless such notice contains a valid authorisation to request the withdrawal of Proposal.
- 4.7.6 Any information contained in the Proposal shall not in any way be construed as binding on Transport Department, GNCTD, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

4.8 Test of Responsiveness

- 4.8.1 Prior to evaluation of Proposals, Transport Department, GNCTD will determine whether each Proposal is responsive to the requirements of the RFQP Document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:
- a) It is received by the Proposal Due Date.
 - b) Technical Submissions is received online as per requirements set out in Clause 3.20.2;
 - c) Documents listed at Clause 3.21.2 are received physically (hard copy) by the Proposal Due Date;
 - d) It is signed, stamped and marked as stipulated in Clause 3.20 and 3.21.
 - e) It contains the information and documents as requested in the RFQP Document.
 - f) It contains information in formats specified in the RFQP Document and other Bidding Documents.

- g) It mentions the Proposal Validity Period as set out in Clause 3.17.
- h) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by Transport Department, GNCTD without communication with the Bidder). Transport Department, GNCTD reserves the right to determine whether the information has been provided in reasonable detail.
- i) There are no inconsistencies between the Proposal and the supporting documents.
- j) It is accompanied by the Bid Security as set out in Clause 3.16.
- k) It is in accordance with the other provisions of this RFQP.
- l) Conforms to all terms, conditions of the RFQP without material deviation or reservation.
- m) Does not affect in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project.
- n) It does not contain any condition or qualification.
- o) It is accompanied by the Power(s) of Attorney specified in Clause 3.3.3, as the case may be.
- p) Integrity Pact as per format given in **Appendix 23** has been submitted by the Bidder with the Technical Submissions duly signed by Authorised signatory.
- q) Technical Submissions contains proof of payment towards the cost of RFQP Document.
- r) It is not non - responsive in terms hereof.

4.8.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the RFQP Document, Transport Department, GNCTD’s rights or the Bidder’s obligations under the Concession Agreement, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

4.8.3 Transport Department, GNCTD reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Transport Department, GNCTD in respect of such Proposals.

4.9 Evaluation of Technical Submissions

4.9.1 As part of Qualification Phase, the Technical Submissions as submitted by the Bidders in Bid-1, shall be checked for eligibility, technical capability, financial capability, bid security and other such compliances with the requirements of the RFQP Document. The Transport Department, GNCTD reserves the right to reject the Proposal of a Bidder without opening the Price Proposal, if Proposal is not responsive in terms of Clause 4.8.

- 4.9.2 Based on evaluation of Technical Submissions, Transport Department, GNCTD would release a list of Bidders who meet the qualification criteria set out in this RFQP Document for each Project.
- 4.9.3 A list of such aforesaid Bidders shall be prepared and such Bidders shall be informed that their Proposal has been shortlisted for opening of the Price Proposal.
- 4.9.4 Transport Department, GNCTD shall intimate a date for opening of Price Proposals to all Shortlisted Bidders through e-procurement portal of GNCTD and invite them for opening of the Price Proposals. Attendance to such opening of Price Proposals is not mandatory. However, Transport Department, GNCTD shall not entertain any claim of whatsoever nature in case a Bidder does not attend the meeting for opening of Price Proposals of Shortlisted Bidders.

4.10 Evaluation of Price Proposal

- 4.10.1 The Price Proposals (Bid-2) of all the Shortlisted Bidders will be opened through e-procurement portal of GNCTD for the respective Project in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
- 4.10.2 The Bidders should submit Price Proposal for each Project (Cluster) separately in the format set out in **Appendix 15A** and the Format of the Breakup of Price Proposal set out in **Appendix 15B** besides **Appendix 18** providing details of Annual operating costs.
- 4.10.3 The Proposal of the Bidders for each Project would be evaluated based on Payment by Transport Department, GNCTD to Bidder on CYOF in terms of the Concession Agreement (hereinafter referred as "CYOF").
- 4.10.4 The draw of lots shall be undertaken to identify the sequence of opening of Price Proposal⁵ for Cluster No. E1, E2 and E3 . Prior to opening of Price Proposals for the identified Cluster No., continued eligibility of Shortlisted Bidders for the identified Cluster No. shall be reviewed to remove any Shortlisted Bidders who are no longer eligible for either of two following reasons i.e. either such Bidder has already quoted lowest CYOF for five Projects (refer Clause 3.4) or financial capability no longer supports the minimum Financial Capability Criteria for the identified Cluster No. (Refer Clause 4.3). The aforesaid process shall be repeated for all subsequent Clusters.
- 4.10.5 The Bidder quoting the lowest CYOF for the Project, payable by Transport Department, GNCTD to the Bidder, shall be declared as the Preferred Bidder for the Project.
- 4.10.6 In the event that two or more Bidders quote the same lowest CYOF, Transport Department, GNCTD may:
- i. invite fresh Proposals from such Bidders;
- OR

Cluster No.1, 2, 3, 4,5,6,8 & 9 has already been awarded and operational.⁶
Cluster No. 13,14(part), 16A, 16B has already been awarded