

- ii. take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4.10.7 Transport Department, GNCTD may either choose to accept the Proposal of the Preferred Bidder or invite him for negotiations.

4.10.8 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, Transport Department, GNCTD shall declare the Preferred Bidder as the Successful Bidder.

4.11 Notification

4.11.1 Transport Department, GNCTD will notify the Successful Bidder by facsimile and by a letter in the format set out in **Appendix 16** (“Draft Letter of Acceptance”) that its Proposal has been accepted.

4.12 Transport Department, GNCTD’s Right to Accept or Reject Proposal

4.12.1 Transport Department, GNCTD reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

4.12.2 Transport Department, GNCTD reserves the right to invite revised Price Proposals from Bidders with or without amendment of the RFQP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

4.12.3 Transport Department, GNCTD reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered;
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal;
- c) one or more of the pre-qualification conditions have not been met by the Bidder;
- d) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
- e) the Bidder has a Conflict of Interest which effects the Bidding Process;
- f) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- g) 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, including the Concession Agreement.

4.12.4 This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected.

4.12.5 If such disqualification / rejection occurs after the Price Proposals have been opened and the lowest Bidder gets disqualified / rejected, then Transport Department, GNCTD reserves the right to:

- a) invite the next lowest Bidder for discussions/ negotiations on the basis of the Price Proposal submitted by such Bidder ;

OR

- b) invite fresh Price Proposals from the Bidders;

OR

- c) take any such measure as may be deemed fit in the sole discretion of Transport Department, GNCTD, including annulment of the bidding process.

4.12.6 Based on the outcome of Clause 4.12.5, Transport Department, GNCTD retains the right to declare such Bidder as the Preferred Bidder for the Project.

4.12.7 Proposals shall be deemed to be under consideration immediately after they are opened until such time the Transport Department, GNCTD makes an official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means the Transport Department, GNCTD and/or their employees/representatives on matters relating to the Proposals under consideration.

4.12.8 In case it is found after the issue of the LOA or signing of the Concession Agreement or after its execution and during the subsistence thereof, including the concession thereby granted that:

- a) one or more of the pre-qualification conditions have not been met by the Bidder;
- b) the Bidder has made a material misrepresentation or such material misrepresentation is uncovered;
- c) the Bidder has a Conflict of Interest which effects the Bidding Process;
- d) the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- e) 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, including the Concession Agreement.
- f) The Bidder/ Concessionaire is in violation of integrity pact.

then the LOA or the Concession Agreement, as the case may be, shall notwithstanding anything to the contrary contained therein or in this RFQP Document, be liable to be terminated by a communication in writing by the Transport Department, GNCTD to the Successful Bidder without the Transport Department, GNCTD /GNCTD being liable in any manner whatsoever to the Successful Bidder or Concessionaire, as the case may be. In such event, the Transport Department, GNCTD shall forfeit and appropriate the Bid Security or Performance Security and Subsidy Bank Guarantee, without prejudice to any other rights or remedy that may be available to the Transport Department, GNCTD.

4.13 Acknowledgment of Letter of Acceptance (LOA) and Execution of Concession Agreement

- 4.13.1 On the basis of evaluation of Proposal, Transport Department, GNCTD shall issue a Letter of Acceptance (LOA) to the Successful Bidder. Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and submit to Transport Department, GNCTD the Acknowledgement Letter in the format set out in **Appendix 17**.
- 4.13.2 The Successful Bidder shall submit Performance Security in terms of Clause 4.13.1 in order to execute the Concession Agreement within fifteen (15) days of the issue of LOA. For each day of delay beyond the aforesaid 15 days from the issue of LOA, a penalty of Rs. 1,00,000/- (one Lakh) per day of delay would be levied by Transport Department, GNCTD for a period of upto 30th day from the date of issue of LOA. In case, the Successful Bidder fails to execute the Concession Agreement within the time stipulated period of 30 days from the date of issue of LOA, the Bid Security submitted by the Successful Bidder shall be forfeited in terms of this RFQP Document.
- 4.13.3 Transport Department, GNCTD will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be released as promptly as possible upon signing of the Concession Agreement with the Successful Bidder.

4.14 Performance Security

- 4.14.1 The Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank in India in favour of “Transport Department, GNCTD”, as required under the Concession Agreement.
- 4.14.2 Failure of the Successful Bidder to comply with the requirements of Clause 4.13.2 or Clause 4.14.1 shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, the Transport Department, GNCTD reserves the right to
- (a) either invite the next lowest Bidder to match the Price Proposal of the lowest bidder, or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Transport Department, GNCTD, including annulment of the Bidding Process.

4.15 Subsidy

DoT, GNCTD shall provide Subsidy (“**Subsidy**”) for the electric buses procured by the Concessionaire under the Agreement. No Subsidy shall be provided for the chargers and/or related infrastructure.

- i. The amount of Subsidy shall be in line with the FAME II Scheme, (inter alia 40% of cost of bus subject to minimum localization content as notified by DHI

from time to time), subject to a maximum of Rs 75,00,000/- per bus (Rupees Seventy Five Lakhs per bus) for the quantity of buses defined in Table 2 and Table 5 of Part III- Cluster Design Data.

- ii. The subsidy amount will be calculated using the following formula:

Based on the CYOF quoted by Lowest Bidder, monthly equal payment for capital cost of bus shall be calculated using 10.5% discount rate, to be compounded on monthly basis.

The aforesaid, will be calculated using the following formula.

$$\text{Monthly equal payment for capital cost of Bus 'a'} = \left[\frac{\text{CYOF} \times \text{AOE}}{\text{B} \times 12} \right]$$

$$\text{Estimated Cost of Bus} = \left[\frac{a}{r} \right] \times \left[1 - \frac{1}{(1+r)^n} \right]$$

Where

a = Monthly equal payment for capital cost of Bus

CYOF = Consolidated Year One Fare as quoted by the L1 Bidder (refer Appendix 15B)

AOE = Cost of Bus as expressed in terms of Percentage to Annual Cost Estimates (as given in Item No. A1, Appendix 18), subject to a maximum of 50%.

B = Total Number of Buses (as provided in Appendix 15B)

r = Monthly discount rate, i.e 10.5%/12

n = Contract period in months, i.e. 120 months

- iii. Demand incentive will be equal to 40% of Estimated Cost of the Bus. However, this demand incentive will be further limited to maximum incentive /subsidy applicable for each Bus shall be Rs. 75 Lakhs only.
- iv. The Subsidy shall be payable by DoT, GNCTD as per the following schedule:
- (i) Mobilization advance after the issue of supply order and signing of the agreement by DoT with the Concessionaire – 20%
 - (ii) Upon delivery of Buses – 40%
 - (iii) After 6 months of successful commercial operation of buses - 40%
- v. Any other modality for Subsidy not specifically described under this Clause shall be deemed to be part of FAME II scheme.
- vi. The Concessionaire shall for due and punctual performance of its obligations hereunder relating to the Subsidy amount being provided by DoT, shall, deliver

to DoT prior to receipt of Subsidy amount, a bank guarantee from any scheduled bank, in the form as set forth in Schedule 11, (hereinafter referred to as "**Subsidy Bank Guarantee**") for a sum equal to the amount proposed to be released by DoT as Subsidy under this Clause. Each of the aforesaid Subsidy Bank Guarantees shall be valid till 5 (five) years from the date of signing of the Concession Agreement.

- vii. The Subsidy Bank Guarantee is to ensure due performance of all obligations of the Concessionaire under this Agreement against an Event of Default by the Concessionaire and/or any Material Breach of its obligations thereunder. Operative Clauses of Bank Guarantee submitted as Performance Security (Refer Clause 9.4, 9.5, 9.6 and 9.8 of Concession Agreement) shall apply to the Subsidy Bank Guarantee mutatis mutandis.

4.16 Additional Safeguards

Notwithstanding anything to the contrary contained in this RFQP document the provisions of this clause shall supercede any other Clause in the RFQP document.

4.16.1 Safeguards

- (i) The Concessionaire shall get the specifications including the range of the bus certified from the approved agencies under the CMVR at the time of prototype approval of the bus
- (ii) It shall also be certified that the battery meets the range of 120KMs throughout its lifecycle
- (iii) The minimum range of the battery at the time of induction for which certifications is to be taken should take into account the degradation profile of the battery as per technical documentation of the battery and the traffic conditions in Delhi
- (iv) The Bidder would submit detailed solution for the operations under the Operations Plan Appendix 19 in its Proposal that shall be evaluated by DoT

4.16.2 Subsidy Safeguards

- (i) OEM would need to offer same cost and level playing terms and conditions for the same model of bus to participant Bidders so that any OEM is not able to vitiate the bid, failing which the buses of such OEM would not be engaged.
- (ii)

Appendix 1: Schedule of Bidding Process

Transport Department, GNCTD would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1	Date of Issue of RFQP	January 11, 2021
2	Submission Pre-Proposal Meeting Queries	February 01, 2021
3	Pre-proposal meeting*	February 05, 2021 at 1430 hrs
4	The Transport Department, GNCTD's response to queries latest by	February 26, 2021
5	Proposal Due Date	March 16, 2021 at 1500
6	Opening of Technical Proposals*	March 16, 2021 at 1530
7	Opening of Price Proposals*	To be informed Separately

Note: * Upto two persons per Bidder may attend as per dates mentioned above.

Appendix 2: Format of Notification of Intent to Submit Proposal

Deleted

Appendix 3: Format for Covering Letter cum Project Undertaking

[On the Letter head of the Proposal (Lead Member in case of Consortium)]

Date:

To
Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9 Under Hill Road
Delhi 1100054

Dear Sir,

Re: Operation of Stage Carriage Services in Cluster No. _____ (type appropriate Cluster No. or Nos.)

We have read and understood the Request for Qualification and Proposal (RFQP) Document in respect of the Project provided to us by Transport Department, GNCTD. We hereby submit our Proposal for the captioned project.

1. We are enclosing and submitting herewith our Proposal in one (1) original one (1) one copy, with the details as per the requirements of the RFQP Document, for your evaluation and consideration.
2. The Proposal is unconditional and unqualified.
3. All information provided in the Proposal and in the Appendices is true and correct.
4. The statement made herein are for the express purpose of qualifying as a Bidder for the aforesaid Project.
5. I/ We shall make available to the Transport Department, GNCTD any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal.
6. I/ We acknowledge the right of the Transport Department, GNCTD to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including the Addendum issued by the Transport Department, GNCTD.
 - (b) I/ We do not have any conflict of interest in accordance with Clause 3.13.3 of the RFQP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.13.6 of the RFQP Document, in respect of any tender or request for

proposal issued by or any agreement entered into with the Transport Department, GNCTD or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clauses 3.13.4 to 3.13.6 of the RFQP Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.12.2 of the RFQP Document.
 10. I/We declare that we satisfy and meet the requirements as specified in the RFQP Document and eligible to submit a Proposal in accordance with the terms of this RFQP Document.
 10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of any [other] Consortium submitting a Proposal for the Project.
 11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority in any matter which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that in regard to matters relating to security and integrity of the India, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
 13. I/ We certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors or any shareholder holding not less 10% of our issued and subscribe equity share capital.
 14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification, we shall intimate the Transport Department, GNCTD of the same immediately.
 15. We acknowledge that all members shall continue to hold the minimum shareholding of the Concessionaire Equity Capital under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement which is contrary to the terms therein, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Transport Department, GNCTD being liable to us in any manner whatsoever.
 16. We acknowledge and agree that in the event of a change in composition of our Consortium during the Bidding Process, the same shall be a basis for disqualification of our Consortium by the Transport Department, GNCTD forthwith.
 17. We understand that the Consortium shall incorporate itself as a Company under the Indian Companies Act, 2013 such prior to execution of the Concession Agreement.
 18. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by the Transport Department, GNCTD in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 19. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the

Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully and also surveyed the (Project and other matters mentioned in the Bidding Documents including in Clause 3.13.2 and 3.18.2 of the RFQP Document). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Transport Department, GNCTD or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of concession.
21. The CYOF has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQP Document, draft Concession Agreement, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Proposal.
22. I/We confirm our having submitted the Bid Security of _____ (*specify Bid Security amount*) for each Cluster to the Transport Department, GNCTD in accordance with the RFQP Document. The Bid Security in the form of a Bank Guarantee (*strike out whichever is not applicable*) is attached.
23. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Proposal is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents including the RFQP Document.
25. I/We agree to keep and confirm that our Proposal is valid upto _____ (360 days from Proposal Due Date).
26. The Statement of Legal Capacity as per format provided at Annex-I of Appendix 6 of the RFQP Document, and duly signed, is enclosed.
27. We hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Draft Concession Agreement, a draft of which also forms a part of the RFQP Document provided to us.
28. I/We agree that we shall sign the Supply and Technical Support Contract with the OEM within the period as stipulated in the Draft Concession Agreement.
29. I/ We certify that we have done the necessary due diligence in regard to provisions of Clause 4.6.3 and we hereby confirm that the OEM meets the guidelines of this RFQP.
30. I/ We hereby submit Integrity Pact as per format given in Appendix 23 of the Technical Submissions duly signed by Authorised signatory and it shall be part of the Concession Agreement.
31. I/ We hereby submit our Proposal as indicated in Price Proposal for undertaking the aforesaid Project in accordance with the RFQP Document.
32. I/ We undertake that we have not mentioned the Price Proposal i.e. the CYOF, anywhere in the Technical Submissions. I/ We also undertake that in the case I/We have mentioned the same, my/ our Proposal will be rejected.
33. I/We shall undertake that we abide by all the applicable laws of India.

34. Certification No. 1: - I/We certify the following in line with the Model Certificate for Tender provided in Annex. III of 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:-

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I/ We hereby certify that this Bidder fulfills all the requirements in this regard and is eligible to be considered. *[where applicable, evidence of valid registration by the Competent Authority shall be attached.]*”

35. Certification No. 2: - I/We certify the following in line with the Model Certificate for Tenders for Works involving possibility of Sub-contracting provided in Annex. III of 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.

“I/We have read the clause regarding restrictions on procurement from Bidder of country which shares land border with India and on sub-contracting to contractors from such countries; I/We certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/ We hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. *[where applicable, evidence of valid registration by the Competent Authority shall be attached.]*”

Dated thisDay of, 20.....

Name of the Bidder
Signature of the Authorised Person
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the lead member, in case of a Consortium.*

Appendix 4: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Operation of Private Stage Carriage Services in Cluster No. _____ (type appropriate Cluster No. or Nos.)**, including signing and submission of all documents and providing information / responses to Government of National Capital Territory of Delhi (“GNCTD”) / Delhi Integrated Multi-Modal Transit System Limited (“DIMTS”), representing us in all matters before GNCTD/ DIMTS, and generally dealing with GNCTD/ DIMTS in all matters in connection with our bid for the said Project.

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

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
-

Appendix 5: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney (To be executed by all the members of the Consortium)

Whereas the Government of National Capital Territory of Delhi (“GNCTD”) has invited proposals from interested parties for **Operation of Private Stage Carriage Services in Cluster No. _____** (*type appropriate Cluster No. or Nos.*) (the “Project/s”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification and Proposal (RFQP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with GNCTD/ DIMTS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with GNCTD/ DIMTS.

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

Dated this theDay of20...

.....

(Executants)

1. *Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure*

Appendix 6: Format for Details of Bidder

1.
 - (a) Name
 - (b) Country of incorporation/registration⁶
 - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - (d) Date of incorporation and/or commencement of business.
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).
3. Details of individual/s who will serve as the point of contact / communication with Transport Department, GNCTD :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :
5. In case of a Consortium:
 - (a) the information above (1-4) should be provided for all the members of the consortium.
 - (b) information regarding role of each member should be provided as per table below:

⁶ Documentary proof of registration.

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		
3.		
4		
5		

**Annex-I of Appendix 6
Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,

Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9 Under Hill Road
Delhi 1100054

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Annex-II of Appendix 6

Proforma for Declaration of “No Deviations”

[TERMS & CONDITIONS STIPULATED IN RFQP (INSTRUCTIONS TO BIDDERS), DRAFT CONCESSION AGREEMENT AND SCHEDULES AND TECHNICAL SPECIFICATIONS OF BUS]

RFQP Date:

Date of Opening:

We undertake that there is no deviation from the terms and conditions stipulated in the RFQP (Instructions to Bidders), Draft Concession Agreement and Schedules, and Cluster Design Data.

We accept in full all the clauses of RFQP (Instructions to Bidders), Draft Concession Agreement and Schedules, and Cluster Design Data, of the RFQP Document without any Deviation.

Signature and Seal of the Bidder

Appendix 6A: Format for Details of OEM

1.
 - (a) Name
 - (b) Country of incorporation/registration⁷
 - (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
 - (d) Date of incorporation and/or commencement of business.
2. Brief description of the OEM, including details of its main lines of business and proposed role and responsibilities in this Project(s).
3. Details of individual/s who will serve as the point of contact / communication with Transport Department, GNCTD :
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

Appendix 7: Format for Financial Capability# of the Bidder

(Equivalent in Rs. Millions)

Bidder*	Net Worth
	Year 1 (As on FY 2019-20)
Sole Bidder	
Lead Member of Consortium	
Other member 1	
Other member 2	
Other member 3	
Other member 4	
Total	

- # The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent entity or its subsidiary or any associate entity will be considered for computation of the Financial Capability of the Bidder provided the Bidder holds at least 51% of the common equity of subsidiary entity/associate entity as on March 31, 2020 or parent entity holds at least 51% of the common equity of the Bidder as on March 31, 2020. Such entities are restricted to Company registered under Companies Act, Partnership Firm, Sole Proprietorship Firm, AIF, VCF, Society, Trust but excluding Individual.
- * Any Bidder being a Type 1, 2 Bidder should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows.
 - * All the Bidders should indicate the Net worth for the years as defined in the above table.
 - * In case the Bidder is a Consortium, Lead Member must satisfy the conditions with regard to Financial Capability as stated Clause 4.2.2.4.
 - * Sum of the Net worth of all members as stated Clause 4.2.2.4 and Clause 4.2.2.5, provided the above conditions are satisfied.

General Instructions:

2. deleted
3. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
4. The financial year would be the same as followed by the Bidder for its annual report..
5. The Bidder shall provide complete set of the **audited annual financial statements complete with schedules, notes to accounts, auditor's report.**
6. The Bidder should submit certificate duly certified by Statutory Auditor, clearly indicate the calculations and references in the financial statements in arriving at the above numbers in terms of the Annex-I of Appendix 7.
7. **deleted**
8. In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.
9. deleted
10. In case of Individuals: Net worth of Individuals shall be equal to net wealth which is the aggregate value, computed under Wealth Tax Act, 1957. A copy of Wealth Tax Return filed for the assessment year 2019-2020 or any other document approved by the Income Tax department shall be submitted as proof.

Annex-I of Appendix 7

Financial Capacity of the Bidder Net Worth

On Statutory Auditor's letterhead} [In case of Consortium, all members should provide Net worth Certificate]

I hereby declare that I have scrutinized and audited the financial statement of M/s _____ . The Net worth* of the bidder (name of the Bidder) as on [____] as per Audited statement is as follows;

Sr.No.	Financial Year 2019-20	Net Worth (INR Million)(#)		
		Bidder	Associate	Total
1	Subscribed and Paid-up equity			
2	Reserves			
3	Share Allotment Money Already Received			
4	Preference Shares (including Redeemable)			
5	Convertible Debentures but excluding Warrants			
6	Revaluation reserves			
7	Miscellaneous expenditure not written off			
8	Networth (Sr.Nos. (1)+(2)+(3)+(4)+(5)-(6)-(7))			

*To be provided from latest available Audited statement. Audited Annual Report to be attached.

Format may be suitably modified by the Statutory Auditor to reflect the correctness in assessment. This format also needs to be modified based on Type of Bidder e.g. Proprietaryship, Partnership, AIF, VCF etc.

(Signed and Sealed by the Statutory Auditor)

Appendix 8: Format for Experience of the Bidder⁸

S. No	Name of the Bidder	Type of Vehicle ⁹	No of Vehicles with Permit	PCU Factor	Category Experience Weight	Number of Months in Operation (from Feb 01, 2018 to October 31, 2020)	Total PCU Years Experience
1	2	3	4	5	6	7	$8=(4*5*6*7)/12$
1	Sole Bidder						
OR							
2	Lead Member						
3	Other Member 1						
4	Other Member 2						
5	Other Member 3						
6	Other Member 4						

* *Multiply applicable Experience Weight and PCU Factor set out in Table 4.1 and Table 4.2 in Chapter 4.*

Note:

- The Bidder should provide details of only those Permits that are issued in its own name or in the name of the subsidiary entity (i.e. the Bidder should hold at least 51% of the common equity of subsidiary Company the as on October 31, 2020) or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on October 31, 2020).
- Project experience of the Bidder's associate company (who is not a member of the Consortium) will not be considered for computation of the total operational experience.
- Any Bidder consisting of a single entity should fill in details as per the row titled Sole Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.
- Deleted

⁸ Type 1, Type 2 and Type 4 Bidders are required to provide details in terms of Appendix 8, 8A and 8B. Type 3 Bidders are required to fill up Appendix 8A and 8B only

⁹ Refer Clause 4.2.1.1 for details

Appendix 8A: Format for Permit Details

	Refer Instruction	(Bidder to fill up the Details here)
Name of the Entity ¹⁰		
Name of the Permit Holder		
Permit (Copy of Permit to be attached)		Copy of Permit to be attached
Address		
Type of Vehicle	3	
Registration Number of the regular vehicle		
Maximum no of Passengers can carry at one time		
Period of Validity		
Date of Expiry		
Route of the Area		
Months of Operation		

Instructions

1. Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with **Appendix 8**. Along with this Bidder needs to furnish copy of each permit.
2. A separate sheet should be filled for each of the vehicle.
3. Refer Clause 4.2.1.1 for Category and Table 4.2 for PCU factors for the vehicle.
4. In-case of foreign companies/ operations outside India, endorsement from Indian Embassy from the country of operation (from where such permit was issued) should be provided.

It may be noted that in the absence of anyone of the, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Operational Experience.

¹⁰ Name of Sole Bidder, Lead Member or Other Member who has the Vehicle

Appendix 8B: Guidelines for Providing Information Related to Experience

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8 and 8 A, and the certificate to be obtained from the statutory auditor, as required hereunder, such information would be considered deficient and shall not be considered for computation of experience required under the Project¹¹.

- The Bidder shall provide a certificate from its Statutory Auditor in the format given below :

This is to certify that _____ (Name of the Bidder) has

S. No	Name of the Bidder	Type of Vehicle ¹²	Vehicle Registration Number	Issuing Agency	PCU Factor	Category Experience Weight	Number of Months in Operation (from Feb 01, 2018 to October 31, 2020))
1							
2							
3							
4							
5							

Signature of the Statutory Auditor of the Bidder
Name of the Partner
Name of the Statutory Auditor Firm/ Company
Registration Number of the Partner
Address of the Statutory Auditor
Phone Number of the Statutory Auditor Firm/ Company
Fax Number of the Statutory Auditor Firm/ Company

¹¹ Refer Clause 4.2.1.5 of the RFQP Document

¹² Refer Clause 4.2.1.1 for details

Appendix 8C: Technical Capacity in Technology

OEM needs to provide proof vis-à-vis the following:

OEM should have completed testing and certification requirement under Central Motor Vehicle Rules 1989 (CMVR) of at least one (1) Midi/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.

Appendix 9: Format for Affidavit Certifying that Entity / Directors of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by GNCTD or blacklisted by any state government or central government / department / agency in India, either individually or as member of a Consortium as on the Proposal Due Date.

We further confirm that we are aware that as per Clause 3.13, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFQP Document at any stage of the Bidding Process or thereafter during the Concession Agreement period.

Dated thisDay of, 20..

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *To be executed separately by all the Members in case of Consortium*

Appendix 10: Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 20__ at _____ among _____ and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part and _____ and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part and _____ (and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Third Part and _____ and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fourth Part and _____ (and having its registered office at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fifth Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Government of National Capital Territory of Delhi (“GNCTD”), has invited Request for Qualification and Proposal (RFQP) from entities interested for Operation of Private Stage Carriage Services in Cluster No. _____ (*type appropriate Cluster No. or Nos.*), (“Project(s)”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties will form a Special Purpose Company (“SPC”) with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Concession Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as specified in the RFQP Document.
3. That M/s _____, M/s _____, M/s. _____, M/s. _____ and M/s. _____ who are Members of the Consortium commit to hold the equity stakes in the SPC which are in line with the requirements of RFQP Document.
4. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document, if qualified the RFQP Document and the Concession Agreement that will be executed if the Project(s) is awarded to us.
5. That the Parties shall carry out all obligations and responsibilities in terms of the Concession Agreement.
6. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows: {*list the roles and responsibilities of each Party*}
7. That the Parties shall be jointly and severally liable for the execution of the Project(s) in accordance with the terms of the Concession Agreement to be executed on award of the Project.
8. That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).
9. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party
4. Fourth Party
5. Fifth Party

Witness:

Appendix 10A: Key Conditions to be included in the MoU with the OEM to be submitted under this Appendix

1. The MoU shall be on a Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public
2. The MoU shall be entered between the Bidder/ Lead Member of the Consortium and the Technology Partner
3. The MoU shall be signed by the authorised signatories of the parties holding Power of Attorney that will need to be submitted along with the MoU.
4. The MoU shall be Project specific. A Bidder submitting a bid for multiple Projects shall provide a MoU for each Project.
5. The MoU shall contain the following conditions that:
 - (a) The Parties have read the RFQP document and the draft Concession Agreement and confirm that they are cognizant of their respective roles and responsibilities.
 - (b) The OEM agrees to support the Bidder for the Concession Period.
 - (c) That the Parties will sign a binding agreement with the OEM agreeing to supply of buses and their spares including the Major Components as required including technical support towards their maintenance on such terms and conditions as may be agreed to between the Bidder and Technology Partner. (hereinafter referred to as “**Supply and Technical Support Contract**”).
 - (d) That the Supply and Technical Support Contract shall be duly signed prior to the Financial Close a copy of which shall be submitted to DoT.
 - (e) The Supply and Technical Support Contract shall be coterminous with the Concession Period.
 - (f) That the Parties affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).

Appendix 11: Format for Undertaking by Type 3 Bidder

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Undertaking entered into this _____ day of _____ 20__ at _____ among

_____ and having permanent residence at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof include its successors) of the First Part

and

_____ and having permanent residence at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof include its successors) of the Second Part

and

_____ and having permanent residence at _____, (hereinafter referred as” _____”, which expression unless repugnant to the context or meaning thereof include its successors) of the Nth Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Government of National Capital Territory of Delhi (GNCTD), has invited Request for Qualification and Proposal (RFQP) from entities interested for Operation of Private Stage Carriage Services in Cluster No. _____ (*type appropriate Cluster No.*), (hereinafter called the “Project”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS the Parties have had discussions for formation of a Special Purpose Company (“SPC”) for bidding for the said Project and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties have formed a SPC by the name of _____ with the shareholding commitments expressly stated and attached as Annexure to this Undertaking. The said SPC shall not undertake any other business during the Concession Period.
2. That the authorised capital of the SPC is _____ (*Atleast Rs. X millions*)

3. That the Parties commit to subscribe to the equity of the SPC in case the Bidder is the Successful Bidder to the Project.
4. That the Parties hereby are submitting a copy of the certificate issued by Registrar of Companies confirming registration of the SPC.
5. That the Parties confirm that they shall hold common equity in the SPC in terms of the Concession Agreement.
6. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the RFQP Document, if qualified the RFQP Document and the Concession Agreement that will be executed if the Project is awarded to us.
7. That the Parties shall carry out all responsibilities in terms of the Concession Agreement.
8. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
9. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project.
10. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project.
11. That this Undertaking shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Undertaking to be duly executed on the date and year above mentioned.

1. First Party - Signatures, Name, Address and Contact Details
2. Second Party - Signatures, Name, Address and Contact Details
- N. Nth Party - Signatures, Name, Address and Contact Details

Witness:

Note: Undertaking to be separately submitted for each Cluster (Project)

Appendix 12: Format for Undertaking by Type 2 Bidder

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Undertaking entered into this _____ day of _____ 20... at _____ by

_____ and having its registered office at _____, (hereinafter referred as the “Society”, which expression unless repugnant to the context or meaning thereof include its successors and permitted substitutes)

WHEREAS Government of National Capital Territory of Delhi (GNCTD), has invited Request for Qualification and Proposal (RFQP) from entities interested for Operation of Private Stage Carriage Services in Cluster No. _____ (*type appropriate Cluster No. or Nos.*), (hereinafter called the “Project(s)”) as per the terms contained in the RFQP Document and in terms of Concession Agreement.

AND WHEREAS all members of the Society had discussions for bidding for the said Project and have reached an understanding on the following points with respect to the rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Society shall undertake to amend its bye-laws in conformity with the bye-laws as prescribed under section 11 of Delhi Co-operative Societies Act, 2003.
2. That the members of the Society shall raise the Net Worth of the Society to _____ (*atleast Rs. X millions*) in case the Bidder is the Successful Bidder to the Project(s).
3. That the members of the Society commit to subscribe to the Net Worth of the Society in case the Bidder is the Successful Bidder(s) to the Project(s).
4. That the Society hereby is submitting a copy of the certificate issued by Registrar confirming registration of the Society.
5. That all members agree that the Society shall carry out all responsibilities in terms of the Concession Agreement.
6. That all members of the Society shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement to be executed on award of the Project(s).

7. That all members of the Society affirm that they shall implement the Project(s) in good faith and shall take all necessary steps to ensure the expeditious implementation of the Project(s).
8. That this Undertaking shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the all members of the Society affirm that the information provided is accurate and true and have caused this Undertaking to be duly executed on the date and year above mentioned.

Signatures, Name, Address and Contact Details of the duly appointed person acting for and on behalf of the Society who is also a member of the management committee of the Society

Witness:

Note: Undertaking to be separately submitted for each Cluster (Project)

Appendix 13: Format of Non-Collusion Certificate

Non -Collusion Certificate (on the Letter Head of Bidder/ Each Consortium Member)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 20...

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *To be executed by all the Members in case of Consortium.*

Appendix 14: Format of Bid Security

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as the “**Guarantor**”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

Commissioner (Transport), Transport Department, Government of National Capital Territory of Delhi, (hereinafter referred to as the “Transport Department, GNCTD”), having its office at Commissioner of Transport, 5/9, Under Hill Road, Delhi – 110054, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS

- A. M/s _____¹³, a company duly incorporated under the provisions of the Companies Act, 2013 / a Scheduled Caste/Scheduled Tribe Co-operative Society registered under the Delhi Co-operative Societies Act, 19__¹⁴, having its registered office at _____ (hereinafter referred to as the “**Bidder**”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, has/have bid for Operation of Private Stage Carriage Services for **Cluster No.** _____ (*type appropriate Cluster No.*) (hereinafter referred to as the “**Project**”).
- B. In terms of Clause 3.16 of Part I of the Request for Qualification and Proposal Document dated _____ issued in respect of the Project (hereinafter referred to as the “**RFQP Document**”) the Bidder is required to furnish to Transport Department, GNCTD an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ Only) (*type appropriate amount*) as Bid Security.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to Transport Department, GNCTD an amount not exceeding Rs. _____ (Rupees _____ Only) (*type appropriate amount*), within five (5) days of receipt of a written demand from Transport Department, GNCTD calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 3.16 of Part I of the RFQP Document.

¹³ In case of consortium, incorporate names and addresses of the consortium members.

¹⁴ To be suitably modified based on the type of Bidder (Type 1/ Typ2/ Type3/ Type 4 Bidder)

- b) Any such demand made on the Guarantor by Transport Department, GNCTD shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of Transport Department, GNCTD is disputed by the Bidder or not.
- d) This Guarantee shall be unconditional and irrevocable and remain in full force for a period of 12 months or for such extended period as may be mutually agreed between Transport Department, GNCTD and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, Transport Department, GNCTD shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFQP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by Transport Department, GNCTD against the Bidder or any indulgence shown by Transport Department, GNCTD to the Bidder. and. the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of Transport Department, GNCTD or any indulgence by Transport Department, GNCTD to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____

Bank by the hand of Mr. _____

its _____ and authorised official.

Note: Bid Security shall be separately submitted for each Cluster (Project)

Appendix 15A: Format of Price Proposal

Refer Financial Proposal Format (*Part IV of RFQP Document*)

Appendix 15B: Format of Price Proposal

Refer Financial Proposal Format (*Part IV of RFQP Document*)

Appendix 16: Format for Draft Letter of Acceptance (To be issued by Transport Department, GNCTD)

Date :

To

Authorised Signatory of the Successful Bidder

Dear Mr. _____ ,

Subject: Letter of Acceptance for Operation of Private Stage Carriage Services in Cluster No. _____

1. This is in reference to the Proposal submitted by _____ {Name of Successful Bidder} (“**SB**”) by the Proposal Due Date (_____) in response to the Request for Qualification and Proposal (“**RFQP**”) Document (along with the amendments made thereafter) released by Government of National Capital Territory of Delhi (“**Transport Department, GNCTD**”) on _____ {date of release of RFQP Document}.
2. The aforesaid Proposal was considered and evaluated by the bid evaluation committee constituted by Transport Department, GNCTD for this purpose.
3. *Further, subsequent discussions were held with you on _____, and the summary of such discussions is set out in the enclosed Enclosure/s. {To be inserted where such discussions have been held}*
4. Transport Department, GNCTD, is now pleased to inform that SB has been selected as the Successful Bidder for Operation of Private Stage Carriage Services in Cluster No. _____.
5. This letter is intended to convey Transport Department, GNCTD’s acceptance, subject to the terms & conditions specified in the RFQP Document issued to your company and conditions set out in the Concession Agreement to be executed within one (1) week from the date of this letter, of the Proposal submitted by SB, wherein SB has quoted an **CYOF** of Rs _____ (Rupees _____)
6. As a token of your acknowledgment of this letter, you are hereby requested to return a copy of the same to us, duly signed by the authorized signatory, within seven (7) days from the date of this letter.
7. Further, you are also requested to comply, within four (4) weeks from the date of this letter by Acknowledgement of this Letter of Acceptance, with the conditions set out below:

- (a) To incorporate an SPC in terms of Clause 3.5.1 of the Request for Qualification and Proposal, where necessary;
- (b) Execution of the Concession Agreement subject to the Clause 4.12.2 of this RFQP;
- (c) Furnish a Performance Security from a nationalized Bank or a Scheduled Bank authorized to handle transactions of Government of India in India to the amount equivalent to 10% (Ten Percent) of the CYOF quoted by the successful bidder and in terms of the draft Concession Agreement;

Kindly note that this communication by itself does not create any rights or contractual relationship with Transport Department, GNCTD. Any such right or relationship shall come into effect upon complying with conditions set out in para 7 and the execution of Concession Agreement.

Yours truly,

Secretary and Commissioner Transport
Transport Department
Government of National Capital Territory of Delhi

Appendix 17: Format of Acknowledgement Letter of Acceptance (To be issued submitted by Successful Bidder to Transport Department, GNCTD)

Date : (Within Seven (7) days of date of LOA)

To

Secretary and Commissioner (Transport)
Transport Department
Government of National Capital Territory of Delhi
5/9, Under Hill Road,
Delhi – 110054

Subject : Acknowledgement of Letter of Acceptance – Operation of Private Stage Carriage Services in Cluster No._____

We are pleased to acknowledge the Letter of Acceptance issued by Transport Department, GNCTD vide their letter Ref. dated for the Operation of Private Stage Carriage Services in Cluster No._____.

We have reviewed the aforesaid Letter of Acceptance and are enclosing herewith a copy of the Letter of Acceptance duly acknowledged in acceptance of the conditions and undertake to comply with the following within four (4) week of the date of the LOA:

1. Incorporate an SPC, where required
2. Execute the Concession Agreement
3. Furnish a Performance Security to the amount equivalent to 10% (Ten Percent) of the CYOF quoted by the successful bidder and in terms of the draft Concession Agreement;
4. Further, the SPC/ Successful Bidder should confirm that :
 - 4.1 the SPC/ Successful Bidder has, after a complete and careful examination, made an independent evaluation of scope of the Project, local and physical conditions, and all information and documents provided by the Transport Department, GNCTD or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations

hereunder. The Transport Department, GNCTD makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Transport Department, GNCTD in this regard.

- 4.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the documents and matters set forth in para 1 above and hereby acknowledges and agrees that the Transport Department, GNCTD shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members or any person claiming through or under any of them.

.....
Name of Successful Bidder/Lead Member

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the Lead Member, in case of a Consortium.*

Appendix 18: Format for Annual Operating Costs

Refer Financial Proposal Format (*Part IV of RFQP Document*)

Appendix 19: Format for Operations Plan

Refer Cluster Design Details (Part III of RFQP Document)

Appendix 20: Format of Affidavit

(On a Stamp Paper of relevant value by Bidder/ Each Consortium Member)

I, _____ son of _____ resident of _____
having been duly authorized on behalf of the Bidder, do hereby solemnly affirm and declare as
under:

That whereas, I have submitted a proposal for Operation of Private Stage Carriage Services
Cluster No. _____ (*type appropriate Cluster No. or Nos.*), Delhi (the “Project(s)”))

Now, therefore, I, the undersigned, do hereby certify that all the information supplied as
accurate, true and correct.

The undersigned also authorize(s) and request(s) any bank, person or firm to furnish any
information requested by the Transport Department, GNCTD to verify any pertinent
information deemed necessary and for otherwise inquiring about our reputation.

The undersigned also understands and agrees to supply any further information as may be
required by Transport Department, GNCTD.

The undersigned also understands that furnishing of false information could result in
disqualification of his company (the Consortium, in case Bidder is a Consortium) for the
Project, and if so awarded, Transport Department, GNCTD shall withdraw the LOA or
terminate the Concession Agreement, as the case may be, without being liability in any manner.

Dated thisDay of, 20..

.....Name of the Bidder
.....Signature of the Authorised Person
.....Name of the Authorised Person

Note:

- *To be executed separately by all the Members in case of Consortium.*

Appendix 21: Guidelines of the Department of Disinvestment

APPENDIX – V¹²

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

¹² These guidelines may be modified or substituted by the Government from time to time.

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- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)

Under Secretary to the Government of India

Appendix 22: Cluster Details (Refer Part-III Cluster Design Data)

Refer Cluster Design Details (Part III of RFQP Document)

Appendix 23: Integrity Pact

INTEGRITY PACT

This Pact made this [●] day of [●] between Transport Department, GNCTD, having its office at Underhill Road, Delhi hereinafter called the DoT (which term shall unless excluded by or is repugnant to the context, be deemed to include its officers, and shall also include its successors and assigns) of the one part

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder/Concessionaire “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Concessionaire)

WHEREAS the DoT intends to award, under laid down organizational procedures, Concession Agreement for [●].The DoT, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Concessionaire.

WHEREAS the DoT is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the DoT hereby adopts the instrument developed by the renowned international non-governmental organization “ Transparency International” (T I) headquartered in Berlin (Germany).The DoT will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the DoT for [●]. In response to the NIT (Notice Inviting Tender) dated [●]Concessionaire is signing the Concession Agreement for execution of [●]

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Concession Agreement to be entered into with a view to

Enabling the DoT to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling DoT to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and

other corrupt practices and the DoT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the DoT;

- 1.1 The DoT undertakes that no official of the DoT, connected directly or indirectly with the project, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The DoT will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidders.
- 1.3 All the officials of the DoT will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the DoT with full and verifiable facts and the same is prima facie found to be correct by the DoT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DoT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DoT the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Concessionaire.

- 3.1 The Bidder/Concessionaire commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.2 The Bidder/Concessionaire will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DoT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.