

01 October 2014

**LIMITED REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, OPERATION & MAINTENANCE OF BUS SERVICES FOR NOIDA, GREATER NOIDA and NOIDA-GREATER NOIDA CONNECTIVITY, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH, INDIA**



**NOIDA TRAFFIC CELL  
New Okhla Industrial Development Authority**

# New Okhla Industrial Development Authority

## Limited Tender Notice No. OSD, City Bus Operations/NTC/40/2014-2015

Tender consisting of Technical e-bid & Financial e-bid duly submitted online on the e-Procurement website <http://etender.up.nic.in> and NOIDA Authority web site at E-link on or before the date mentioned below.

Tender Notice No	OSD, City Bus Operations/NTC/40/2014-2015	
Organization Name	New Okhla Industrial Development Authority	
Department Name	NOIDA Traffic Cell(N.T.C)	
Name of Work	SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, OPERATION & MAINTENANCE OF BUS SERVICES FOR NOIDA, GREATER NOIDA and NOIDA-GREATER NOIDA CONNECTIVITY, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH, INDIA	
Tender Notice	OSD, City Bus Operations/NTC/40/2014-2015	
Tender Type	Online Submission	
Bidder Nationality	National Competitive Bidding(NCB)	
Product	LIMITED REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROCUREMENT, OPERATION & MAINTENANCE OF BUS SERVICES FOR NOIDA, GREATER NOIDA and NOIDA-GREATER NOIDA CONNECTIVITY, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH, INDIA	
Type of Contract	Single Work	
Bidding Currency	Indian National Rupees	
Schedule of E-Tender	Downloading of Tender Documents	01/10/2014 to 29/10/2014 up to 12:00 hrs.

	Pre-Bid Meeting	Bidders can email their queries, if any, to - osdntc@gmail.com by 15.00 hrs on 09/10/2014. Pre-bid meeting will be held at the office of OSD, City Bus Operations, NOIDA Traffic Cell, Administrative Complex, Sector-6, Noida-201301 on 10/10/2014 at 12:00 Hrs
	Last date for submission of Technical and Financial Bid	30/10/2014 up to 12:00 hrs
	Physical submission of EMD and tender fee	The scanned copy of Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the Tender Cell of NOIDA situated at Main Administrative Block, Sector-6, Noida <i>before</i> the opening of the technical e-Bid.
	Opening of Technical Bid	The Department will open all technical e-Bids, in the presence of bidder's representatives who choose to attend at <b>15.30hrs</b> on 30/10/2014 at Tender Cell office situated at Main Administrative Block, Sector-6, Noida.
	Opening of Financial Bid	To be intimated later only for the technically qualified bidder
	Bid validity period	120 days from the date of opening of price bid
	Project Duration	As mentioned in the document
Payment Details	E-tender document fee	<b>Rs 5500/- (Rupees Five Thousand Five Hundred Only)</b> in favor of New Okhla Industrial Development Authority, payable at New Delhi / Noida will be non-refundable.

	Document Fee	<b>Rs.20,000/- (Rupees Twenty Thousand Only) plus VAT</b> In form of Account Payee Demand Draft payable in favor of New Okhla Industrial Development Authority, payable at New Delhi / Noida
	EMD  (BID SECURITY)	<b>Rs 30 Lakh (Rupees Thirty Lakh only)</b> (hereinafter referred to as “Bid Security” or “EMD”) to be deposited by Demand Draft issued in favor of New Okhla Industrial Development Authority, payable at New Delhi / Noida, through the Nationalized Banks prescribed in the Document. The earnest money deposit in the other form shall not be accepted.
General Terms & Conditions	For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <b>http://etender.up.nic.in</b> . The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.	
Information for online participation	<b>OPENING OF TENDER:-</b> The Department will open all technical e-Bids, in the presence of bidders representatives who choose to attend at <b>15.30 hrs</b> on <b>30/10/2014</b> at Tender Cell office Sector-6, Noida. <b>Only one representative of each firm will be allowed to be present.</b>	
	<ol style="list-style-type: none"> <li>1 Internet site address for downloading Tender will be <b>http://etender.up.nic.in</b></li> <li>2 Interested bidders can view detailed tender notice and download tender document from the above mentioned website.</li> <li>3 Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the <b>Digital Signature Certificate (DSC)</b> is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.</li> </ol>	

4 For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

OSD, City Bus Operations

NOIDA Traffic Cell(N.T.C)

New Okhla Industrial Development Authority

## **CONTENTS OF LIMITED RFP DOCUMENT**

The RFP document comprises of the sections as listed below and would additionally include any addenda issued before the due date of submission of the RFP. Any reference to the RFP document includes all the contents unless specifically mentioned otherwise.

**Section I. Disclaimer**

**Section II. Brief Overview**

**Section III. Notice Inviting Tender (NIT)**

**Section IV. Definitions and Abbreviations**

**Section V. Instructions to Bidders (ITB)**

**Section VI. Bid Forms and accompanying document templates**

**Section VII. Bus Operators Agreement with Schedules**

## **SECTION I: DISCLAIMER**

This limited RFP is being issued by New Okhla Industrial Development Authority (NOIDA) for inviting tenders for Procurement, Operation and Maintenance of 50 nos of standard 650 mm non AC buses, 20 nos of standard 400 mm AC buses and 30 nos of 650 mm non AC midi buses CNG propelled urban buses conforming to Bharat Stage- IV emission norms (hereinafter called "Buses") on such terms and conditions as set out in this RFP document, including but limited to the Technical Specifications set out in Schedule 2 of this limited RFP document.

It is hereby clarified that this limited RFP is not an agreement and is not an offer or invitation by Authority to any party hereunder. The purpose of this limited RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This limited RFP document does not purport to contain all the information Bidders may require. This limited RFP document may not be appropriate for all persons, and it is not possible for Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy; reliability and completeness of information in this limited RFP document and obtain independent advice from appropriate sources. Authority and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the limited RFP document.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this limited RFP document.

The Authority reserves the right not to proceed with the Purchase or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any party submitting a proposal. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a proposal.

## SECTION II: BRIEF OVERVIEW

### 1. Brief Background

New Okhla Industrial Development Area (Noida) and Greater Noida are two urban centres in the Gautam Budh Nagar District of Uttar Pradesh. The creation of Noida and Greater Noida is an outcome of the intensive pressure on the National Capital of Delhi on its periphery. The twin cities have been planned and developed with the industry as its main economic activity supported by the residential, commercial, institutional and other such uses required for comprehensive urban development. Both the cities have developed knowledge centers with large number of educational institutions located in the area.

Noida covers a total area of 20,316 hectares and is bounded by the River Yamuna and the city of Delhi in the West and the South-West, National Highway 24 and the city of Ghaziabad in the North, river Hindon and Greater Noida Area in the East, and the confluence of rivers Yamuna and Hindon in the South. The notified area of Greater Noida comprises of about 40,000 hectares of area is broadly bounded by National Highway 24 in the north-west, river Hindon in the western side and G.T. Road/Northern Railway main line to Calcutta on the eastern side. It is abutting the area of Noida on its western side and Ghaziabad on the northern side.

A large number of population travels from Noida to various locations in Delhi and Ghaziabad. Further, Greater Noida has a floating population of about 1 lakh students. Besides the above, more than 1 lakh people contribute to Noida population in form of workforce, which commute to Noida on a daily basis. Noida has an urban village population of around 1.5 lakhs. As per the master plan of both cities, the projected decadal population growth rate of both is more than 50%. Noida and Greater Noida are inter- dependent on each other for various economic activities.

Delhi Transport Corporation (DTC), Uttar Pradesh State Road Transport Corporation (UPSRTC) buses and number of private buses ply within Noida and Greater Noida. The frequency of these buses is very low and they do not cater to major parts of the two urban areas. The DTC and UPSRTC buses together cater to approximately 70,000 daily passengers. In addition, there is limited public transport system connecting Noida with Delhi and Ghaziabad. Inadequate city bus service has led to dependence on personalized modes of transport and unsafe IPT modes. A majority of residents use their private vehicles for commuting, while the rest of the residents are dependent on auto rickshaws, cycle rickshaws and other modes to commute within the urban areas. . The Delhi Metro has 6 metro stations in Noida and has a ridership, of more than 1.1 lakh commuters, but the existing metro stations in Noida are not properly integrated with an organized feeder bus services

Thus, there is a need to develop an integrated approach for identification and development of public transport network corridors within and between Noida and Greater Noida and also improve the public transport system



connectivity with other towns in the NCR Region. The existing Metro system is proposed to be extended with the construction of the following additional corridors:

- Kalandi Kunj to Botanical Garden
- City Center to NH-24
- City Center to Greater NOIDA
- Botanical Garden to Greater NOIDA

To supplement the expanding Metro network, NOIDA GNIDA are in process of implementing a Modern City Bus Service within Noida and Greater Noida areas as also provide connectivity between the areas. In the initial phase about 100 AC and Non AC buses would be operated and maintained by an SPV.

## 2. Implementation of City Bus Service

The city bus service shall be initially operationalized with a fleet of 100 AC and Non AC CNG propelled buses. The fleet will be expanded later based on the response to the initial services. The successful bidder would be required to deploy buses as per the requirement of NOIDA on a notice of 90 days from the date of issue of Work order. The categories of buses to be deployed by the successful bidder are as under:

S.No	Type of Buses	No of Buses
1	Standard 650 mm Non AC Buses	50
2	Standard 400 mm AC Buses	20
3	Midi 650 mm Non AC Buses	30
	<b>Total</b>	<b>100</b>

The categories and quantities of buses are tentative and NOIDA reserves the right to alter both the categories and the quantities at their sole discretion. NOIDA may, at its discretion, extend the period for deployment of the buses due to change in categories or quantity of buses

## 3. Objective

NOIDA is committed to improve public transport and reduce the dependence on private modes of transport. This objective can be achieved through a modern, regulated and responsive city bus service. Pursuant to this RFP, NOIDA will select a private bus operator(s) who shall procure, operate and maintain the buses that will operate in Noida, Greater Noida and provide connectivity between Noida and Greater Noida

The buses would be as per the technical specification stipulated in Schedule 2 of this RFP. The private operator

shall operate the Buses on the city bus routes in accordance with the stipulated service standards set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of NOIDA for a period of 7 years. The collection of fares shall be undertaken vide a separate contract by NOIDA, and the Operators shall be required to co-operate with NOIDA or any other agency appointed by NOIDA to ensure collection of fares. The Operators are not required to collect fares themselves, nor will they receive the fare revenue directly. The Operators shall be required to procure, operate and maintain buses so as to provide minimum assured fleet availability as given in the subsequent paragraph. Bidders are required to bid per km base rate for Procurement, Operations and Management separately for each category of buses

<b>S.No</b>	<b>Type of Buses</b>	<b>No of Buses</b>
1	Standard 650 mm Non AC Buses	50
2	Standard 400 mm AC Buses	20
3	Midi 650 mm Non AC Buses	30
	<b>Total</b>	<b>100</b>

The bidders are required to submit a Proposal that: (i) is in compliance with this RFP Document, (ii) clearly indicates the compliance of the Bidder with the technical and financial qualification criteria specified in this Proposal and (iii) clearly provides the rate per kilometre for each category of buses that the Bidder will require to be paid by the NOIDA in order to procure, maintain, and operate the number of buses specified in this RFP.

NOIDA reserves the right and on its own discretion to appoint the single operator or multiple operator for each category of city bus services.

Bidders are required to make available a fixed proportion of the each type of Contracted Buses upon the during the term of operation of any Lot of the Contracted Buses, for maintaining continued and uninterrupted operations of Bus Services. It shall also be termed as Assured fleet availability. Assured fleet availability for all type of buses shall be 93% of each Lot of Contracted Buses on a shift basis for the first 3 years , of the Contract Period, and 90% thereafter up-to the end of the Contract Period for each Lot of Contracted Buses. (“Assured Fleet Availability”); Authority reserves the right in its sole discretion to allow the Operator to change the requirement of the Assured Fleet Availability for a particular Lot of Contracted Buses

### SECTION III: LIMITED NOTICE INVITING TENDERS

#### Limited Notice Inviting Tenders for Selection of Service Provider for Procurement, Operation and Maintenance of Bus Services for Noida, Greater Noida and NOIDA-Greater Noida Connectivity

New Okhla Industrial Development Authority,

Tender Notice No. OSD, City Bus Operations/NTC/40/2014-2015

New Okhla Industrial Development Authority invites tenders from the companies, shortlisted through the "Expression of Interest" published on 17.01.2104 for selection of bus operators for procurement, maintenance and operations of 100 AC and Non AC buses comprising 50 nos of standard 650mm Non AC buses, 20 nos of standard 400mm AC buses and 30 nos of midi 650mm non AC buses on routes specified by NOIDA.

The detailed terms and conditions are given in the RFP, which can also be downloaded from website: <http://etender.up.nic.in> from 01/10/2014 to 29/10/2014

Bidders are required to submit the Demand Draft or Banker's Cheque of Rs 20,000/- (Twenty thousand only) plus VAT towards cost of tender document and Rs 5500/- (Five Thousand Five Hundred Only) as an e-tender fee in favour of New Okhla Industrial Development Authority, payable at New Delhi / Noida only which are non refundable fees for participating in the tender. The scanned copy of Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the tender cell of NOIDA situated at Main Administrative Block, Sector-6, Noida before opening of the technical e-Bid.

**Earnest Money Deposit (EMD):** The bidders have to furnish an EMD of amount Rs 30 Lakh (Rupees Thirty Lakh only) in the form of Demand Draft or Banker's Cheque drawn in favor of of New Okhla Industrial Development Authority, payable at New Delhi / Noida along with the each bid.

#### Schedule of bidding activities:

<b>Cost of Bid Document (non refundable)</b>	Rs. 20,000/- plus VAT
<b>Issue of RFP document</b>	01/10/2014 to 29/10/2014 up to 12:00 hrs.
<b>Last date for receipt of queries for pre bid meeting</b>	09/10/2014 Upto 15:00 Hrs
<b>Pre-bid Meeting</b>	10/10/2014 at 12:00 Hrs
<b>Last date for submission of Technical and Financial Bid</b>	29/10/2014 Upto 12:00 hrs
<b>Physical submission of EMD and tender fee</b>	The scanned copy of Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the tender cell of NOIDA situated at Main Administrative Block, Sector-6, Noida before opening of

	the technical e-Bid. This e-tender document fee of <b>Rs 5500/-</b> will be non-refundable.
<b>Opening of Technical Bid</b>	The Department will open all technical e-Bids, in the presence of bidders representatives who choose to attend at <b>15.30 hrs</b> on <b>30/10/2014</b> at Tender Cell office Sector-6, Noida.
<b>Opening of Financial Bid</b>	To be intimated later only to the technically qualified bidder
<b>Contact person for any clarification and detail</b> <b>OSD, City Bus Operations,</b> <b>NOIDA Traffic Cell,</b> <b>Administrative Complex,</b> <b>Sector-6 Noida-201301</b> <b>Email:osdntc@gmail.com</b> <b>Mobile:8860084118</b>	

**Sd/-**  
**OSD, City Bus Operations**  
**Noida Traffic Cell**  
**New Okhla Industrial Development Authority**

## SECTION IV: DEFINITIONS & ABBREVIATIONS

In this RFP, the following word(s), unless repugnant to the context or meaning thereof or defined in the Bus Operators Agreement (as defined below), shall have the meaning(s) assigned to them herein below:

1. **“City Bus Service”** means the bus system for the city of Noida, Greater Noida and Noida-Greater Noida connectivity covering the surrounding areas that is being implemented by NOIDA.
2. **“City Bus Corridor”** means the roads, which have been planned for the purpose of enabling smooth operation of the **City Bus Service**.
3. **“Buses”** means Buses as per specifications given in this RFP.
4. **“Bus Operators Agreement or Operators Agreement”** means the agreement including, without limitation, any and all annexure thereto which will be entered into between NOIDA, and the Successful Bidder through which rights will be granted to the Successful Bidder to provide City Bus Service for Noida, Greater Noida and Noida-Greater Noida.
5. **“Operator”** means the Successful Bidder/Bidders selected through the competitive bidding process for operation of Buses in accordance with the terms and conditions of the Bus Operators Agreement.
6. **“Parties”** means the parties to the Bus Operators Agreement and **“Party”** means either of them, as the context may admit or require.
7. **“Person”** means any individual, corporation, partnership, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.
8. **“Project”** means the project of operating, maintaining and managing the Bus Service, in accordance with the terms and conditions of the Bus Operators Agreement.
9. **“Regulator”/ NOIDA** shall mean New Okhla Industrial Development Authority (NOIDA) or its nominated agency.
10. **“RFP”** means this Limited Request for Proposal document issued by NOIDA for the purposes of selecting an Operator for the Project on a competitive bidding basis including Disclaimer, Brief Overview, Notice

Inviting Tender, Instructions To Bidders, Letter Of Acceptance and Bus Operators Agreement any amendments/Corrigendum/Addendum thereto.

11. **“Successful Bidder”** means Person who has been selected by NOIDA pursuant to competitive bidding process pursuant to the RFP.
12. **“Third Party”** means any Person other than NOIDA and the Operator.
13. **"Assure Fleet Availability"** shall have the meaning as ascribed thereto in the Section II: Brief Overview i.e Objective.
14. **“Commercial Operations Date (COD)”** means the date on which the commercial operations of all 100 AC buses are commenced by the Operator **and should be within 90 days from the date of signing of agreement.**

## **SECTION V: INSTRUCTIONS TO BIDDERS (ITB)**

### **1 Due Diligence:**

The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid.

### **2 Cost of Bidding and RFP:**

The bidder shall bear all costs associated with the preparation and submission of its bid and NOIDA will not be liable any costs, regardless of the outcome of the bidding process. The RFP would cost Rs. 20,000/- (Twenty Thousand only) plus VAT. The RFP can be downloaded from the website [http:// etender.up.nic.in](http://etender.up.nic.in). The bidder shall be required to submit along with the bid, a demand draft of Rs. 20,000/- (Twenty Thousand only) plus VAT drawn in favour of "New Okhla Industrial Development Authority", payable at New Delhi / Noida.

### **3 Clarification to RFP Documents**

In the event that any bidder requires any clarification on the RFP, such bidder is expected to send its queries to NOIDA online latest by 09/10/2014 upto 15.00 Hrs at the following email addresses

**Email Id: osdntc@gmail.com**

Nothing in this section shall be taken to mean or read as compelling or requiring NOIDA to respond to any questions or to provide any clarification to a query. NOIDA reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications if NOIDA in its sole discretion considers that no reply is necessary.

No extension of deadline for submission of bids will be granted on the basis or grounds that NOIDA has not responded to any question or provided any clarification to a query.

### **4 Amendment of Bidding Documents:**

At any time before the deadline for submission of bids, NOIDA may, for any reason, modify the RFP by amendment. Any amendments / modifications to the RFP shall be through the issue of addendum(s) to the RFP, which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s)"). All prospective bidders who have been shortlisted for the RFP shall be informed of such Addendum(s) in writing either by e-mail, courier, website or registered post, and the contents, terms and conditions of all such Addendums(s) shall be binding on all bidders.

## **5 Pre-Bid Meeting**

Pre-bid meeting will be held at the office of OSD, City Bus Operations, Noida Traffic Cell, Administrative Complex, Sector-6, Noida-201301 on 10/10/2014 at 11:00 Hrs

## **6 Documents constituting Bid**

The documents constituting the Bid shall be as follows:

### **6.1 Bid Security & Cost of RFP/Tender Fee document**

Each bid shall be supported by Bid Security & Demand draft for Cost of RFP document. Bids not accompanied with requisite Bid security or demand draft for cost of document shall be summarily rejected.

### **6.2 Technical Bid**

The Technical Bid should be in the form and manner set forth in clause 19.2 of Instruction To Bidder Section and Appendix I of this RFP. Technical Bid should comprise of all documents required to be submitted as per the said Section VI.

### **6.3 Financial Bid**

The Financial Bids should be in the form and manner set forth in Section VI to this RFP and should comprise of all such documents and details mentioned in the said Section VI.

## **7 Preparation of Bids**

### **7.1 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NOIDA shall be written in English language only.

However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English, then Bidder shall also enclose certified / authentic translated copies of the same in English language. Any document which is not translated into English will not be considered for Bid Evaluation. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

### **7.2 Bid Currencies**

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



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

The Bidder shall deposit a Bid Security of an amount and form (Demand Draft or Banker's Cheque) as mentioned in the Bid Summary section.

### 7.4 Currency of Bid Security

The Bid Security should be furnished in Indian National Rupees (INR).

## 8 Submission of e-Bid

a. The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

### b. The bidders have to follow the following instructions for submission of their e-Bid:

- i. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- ii. In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- c. For successful registration of DSC on e-Procurement website [http://etender. up.nic.in](http://etender.up.nic.in) the bidder must ensure that he/she should possess **Class-2/ Class-3 DSC** issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http:// etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the bidder tries to submit

his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem

- d. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- e. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- f. Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- g. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid

summary using the "Print" option available in the window as an acknowledgement for future reference.

- i. Department reserves the right to cancel any or all e-Bids without assigning any reason.
- j. The bidders are required to upload all the technical forms given in the RFP as part of the Technical Bids.

#### **9 Validity Period:**

Bids shall remain valid for a period of 120 days (one hundred and twenty days) from the last date of submission of the bid. NOIDA reserves the right to reject a bid as *non-responsive* if such bid is valid for a period of less than 120 days (one hundred and twenty) and NOIDA shall not be liable to send an intimation of any such rejection to such bidder.

#### **10 Extension of Period of Validity:**

In exceptional circumstances, NOIDA may solicit the bidder's consent for an extension of the period of bid validity period. Any such request by NOIDA and the response thereto shall be made in writing and such extension of bid validity period by the bidder should be unconditional. A bidder may refuse NOIDA's request for such extension without forfeiting the Bid Security. A bidder accepting the request of NOIDA shall not be permitted to modify its bid.

#### **11 Intentionally Left Blank**

#### **12 Last Date and Time for Submission:**

- a. e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than the time 12.00 hrs on the prescribed date (as the server time displayed in the e-Procurement website).

#### **13 Extension of Deadline for Submission of Bids:**

If the need so arises, NOIDA may, in its sole discretion, extend the deadline for submission of bids by amending the RFP in this behalf. In such event, all rights and obligations of NOIDA and bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the deadline for submission of bids shall be notified to the bidders by dissemination of requisite information in this behalf on the website i.e. <http://etender.up.nic.in>

#### **14 Late Bids:**

The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the

permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

#### **15 Modification and Withdrawal of Bids:**

- a. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security.
- c. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents.
- d. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

## 16 Bid Process

### a. Opening of Technical e-Bid by the Department:

- i. NOIDA will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 15:30 hrs on the prescribed date of opening at Tender Cell office Sector-6, Noida. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the NOIDA, the e-Bids shall be opened at the appointed time and place on the next working day.
- ii. The bidders names and the presence or absence of requisite e-Bid security and such other details as the NOIDA at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- iii. The NOIDA will prepare minutes of the e-Bid opening.

### b. Opening of Financial e-Bids:

- i. After evaluation of technical e-Bid, through the evaluation committee the Department shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Department will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Department. The notification may be sent by e-mail provided by bidder.
- ii. The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated along with the technical scores to the Technically Qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of bidders, Price quoted will be announced at the meeting.
- iii. The Department will prepare the minutes of the e-Bid opening.

## 17 Clarification of Bids:

During evaluation of bids, NOIDA may, at its discretion, ask the bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by NOIDA before the expiration of the deadline prescribed in the written request for clarification, NOIDA reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

## 18 Rejection of Bid

A bid is likely to be rejected by NOIDA without any further correspondence, as non-responsive, if:-

- 18.1** bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP; or
- 18.2** bid is not submitted in the bid-forms annexed in the RFP; or
- 18.3** bid is submitted by hard copy, telex, fax or email; or
- 18.4** Bid Security/EMD does not conform to the provisions set forth in this RFP;

Failure of any one (or more) of the conditions set forth herein above shall result in rejection of bid.

In addition to the foregoing, in the event a bidder makes an effort to influence NOIDA in its decisions on bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such bidder's bid.

**19 Criteria for Evaluation of Bids**

The Bidder should demonstrate Financial and Technical Capability as specified in Clause 19 and also pass the Test of responsiveness specified in Clause 19.1 of Instruction to Bidder Section of this RFP in order to qualify for Price Bid.

**19.1 Test of Responsiveness**

Test of Responsiveness of the bid based on followings.

- i). Pass/Fail for EMD, E-tender fees and Fees for cost of Document, timely submission

**19.2 Technical Capability**

Bidders are required to upload the technical bid as per the format given in the following forms:

<b>Form No</b>	<b>Description</b>
T-1	Covering Letter
T-2	Power of Attorney by the Bidder in Favour of Designated Person(s) in Case the Bidder is not a Sole Proprietor
T-3	Information about Bidder
T-4	Project Undertaking
T-5	Technical Specification of the buses offered as per the format given in Schedule 2 of this RFP
T-6	PDF of the Presentation to be given to the Procurement Committee

The Technical capacity of the bidder shall be evaluated based on the following Technical Parameters set out in the Sections below:

**19.2.1 Presentation on implementation plan to Bus Procurement Committee(100 points)**

- (a) Bidders should do the presentation before the bus procurement committee covering the following components. Each bidder would be provided total time duration of 30 minutes for the presentation followed by discussions.

S.No	Contents	Maximum Points
1	Experience of public transport	20
2	Project Organizational Structure and Man Power Deployment Plan	15
3	Operations and Maintenance Strategy	15
4	Quality Assurance Plan	10
5	Safety and on board Security Management Plan	15
6	Training and Development Plan	10
7	Unique Selling Proposition (USP) by the bidder	15
	<b>Total</b>	<b>100</b>

- (b) The aggregate points scored by the bidders in their technical presentation shall be used to assign marks out of 100 (**Technical Marks**) to each eligible bidder as follows:

Technical (i.e Scored Marks) Highest marks scored by the Bidder : Say X

Technical (i.e Scored Marks) Quoted by the Bidder being evaluated: Say Y

Thus Technical Score =  $(Y/X) * 100$

### 19.3 Criteria for Evaluations of Price Bid

- (c) The Bids of only those bidders passing the Test of Responsiveness will be considered for the Price Bid evaluation.
- (d) If the Bid of the successful Bidder is seriously unbalanced in relation to the market rate or Authority's estimate of the cost to be performed under the Contract, the Authority may require the bidder to produce detailed price analysis for any or all items specified in Price Bid, to demonstrate the internal consistency of those prices with the Good Industry Practice. A bid, which is unrealistically lower or higher than estimate and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.
- (e) The aggregate price quoted by the bidders in their Price Bids shall be used to assign marks out of 100 (**Price Marks**) to each eligible bidder as follows:

Price (i.e Bid Value) Quoted by the Lowest Bidder : Say X

Price (i.e Bid Value) Quoted by the Bidder being evaluated: Say Y

Thus Price Marks =  $(X/Y) * 100$

**19.4 Computation of Composite Score and Determination of Preferred Bidder and award of project**

- (a) The **Quality Marks** and the **Price Marks** obtained as per Clause 19 above shall be used to arrive at a Composite Score for each bidder using the following weightages:

Weightage for Technical Score: 10%

Weightage for Price Score: 90%

Thus **Composite Score** =  $(0.10 \times \text{Technical Score}) + (0.90 \times \text{Price Score})$

- (b) The Bidder's qualified in the Technical Capability and Financial Capability and obtaining the highest composite score as per formula prescribed in clause no 19.4 (a) above, would be considered the preferred bidder for award of the project at the sole discretion of the NOIDA Authority.

**20 Discharge of Bid Security of unsuccessful bidder(s):**

The Bid Security of unsuccessful bidders will be discharged / returned as promptly as possible after the expiry of bid validity period and latest by the **30th (thirtieth) day** from the signing of the Bus Operators Agreement with the Successful Bidder.

**21 Discharge of Bid Security of Successful Bidder:**

The Successful Bidder shall be required to furnish a Performance Guarantee (As per clause 27) on or before the date of signing the Bus Operators Agreement. The Bid Security of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the Performance Guarantee. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

**22 Forfeiture of Bid Security:** The Bid Security of a bidder shall be forfeited in the following events:

- a. If a bidder withdraws the proposal during the period of bid validity, or
- b. In the case of a Successful Bidder, fails to sign the Bus Operators Agreement or fails to furnish the required Performance Guarantee within stipulated time in accordance with the Bus Operators Agreement.

**23 Award of Contract:**

NOIDA shall issue a letter of acceptance ("LoA") to the Successful Bidder. NOIDA shall issue the LoA in duplicate to the Successful Bidder and the Successful Bidder would be required to sign and return the duplicate copy of



the LoA as acknowledgement within 7 (seven) days of the receipt of the LoA by the Successful Bidder. In the event the duly signed duplicate copy of the LoA by the Successful Bidder is not received within the stipulated 7 (seven) days, NOIDA shall have the option to either extend such time limit for the receipt of the duplicate copy or deduct from the Bid Security of such Successful Bidder an amount which at the sole discretion of NOIDA is believed to be the loss and/ or damages suffered by NOIDA as a result of the delay in providing the acknowledgement.

In the event the Successful Bidder fails to acknowledge the LoA, and the next eligible bidder may be considered by NOIDA on its sole discretion.

#### **24 Signing of Bus Operators Agreement:**

Bidders should note that in the event of acceptance of its bid, the Successful Bidder(s) would be required to execute the Bus Operators Agreement in the form annexed hereto. It is clarified that the issuance of the LoA shall be followed by signing of the Bus Operators Agreement (as aforesaid) and thereafter the Successful Bidder shall commence operations of providing the Bus Service as per the Bus Operators Agreement. The signing of the Bus Operators Agreement shall be completed not later than 15 (Fifteen) days of the issuance of the LoA to the Successful Bidder or within such extended time frame as extended by NOIDA in its sole discretion. In the event the Successful Bidder is unable to execute the Bus Operators Agreement within the time period, NOIDA will have the right to withdraw the offer immediately from the Successful Bidder and at its sole discretion may extend offer to the next subsequent bidder. Thereafter, the previously appointed Successful Bidder will have no rights and its Bid Security will be forfeited. NOIDA shall issue the work order after signing of the agreement for deployment of buses. **Successful bidder will be required to deploy the buses within 90 days of the date of issue of work order.**

#### **25 Annulment of Award:**

Failure of the Successful Bidder to comply with the requirements set forth in this RFP and /or the provisions of the Bus Operators Agreement shall constitute sufficient grounds for the annulment of the award of the bid and forfeiture of the Bid Security. In such case, NOIDA will have the right to replace the Successful Bidder. Thereafter, the previously appointed Successful Bidder will have no rights.

#### **26 Failure to abide by the Bus Operators Agreement:**

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

## **27 Performance Guarantee:**

At the time of the execution of the Bus Operators Agreement, the Successful Bidder within 15 days of issue of work order/LoA would be required to submit to NOIDA, an irrevocable and unconditional Performance Guarantee, in the form of a bank guarantee from a scheduled bank acceptable to NOIDA for a sum of Rs 10 Crores (Rupees Ten Crores only). If the successful bidder fails to submit the above mentioned Performance Guarantee within 15 days of the date of issue of LoA/Work order then a penalty at the rate of 0.065% of the Performance Guarantee amount will be charged on per day basis till the time the successful bidder deposits Performance Guarantee maximum upto additional 15 days (i.e 30 days from the issue of "LoA"). At the end of 30 days from the issue of "LoA" if aforesaid performance guarantee and necessary formalities or not completed by the lowest bidder the letter of acceptance stands automatically withdrawn. The penalty for delay in submission of Performance Guarantee is required to be submitted to NOIDA by "Demand Draft" along with Performance Guarantee.

The Performance Guarantee shall remain valid for the entire Term of the Bus Operators Agreement.

## **28 Miscellaneous:**

- a. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the bidder's risk and may result in rejection or disqualification of the bid
- b. All amounts are non-refundable (unless otherwise provided in the RFP) and NOIDA will in no case be held responsible or be liable for the cost, regardless of the conduct or outcome of the bidding process
- c. Nothing in this section shall be taken to mean or read as compelling or requiring NOIDA to respond to any questions or to provide any clarification to a query of a bidder. NOIDA reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications, if NOIDA in its sole discretion considers that no reply is necessary
- d. The terms and conditions of the RFP are frozen unless otherwise, NOIDA specifically issues Addendum(s).
- e. NOIDA shall have the right to seek any additional information or document from the bidder in the manner NOIDA deems fit in its sole and absolute discretion.
- f. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and NOIDA shall be written in English language only. However, in case bidder chooses to enclose certain supporting document(s) in any language other than English, then bidder shall also enclose certified / authentic translated copies of the same in English language. Any document which is not translated into English will not be considered and the bid shall be considered incomplete and therefore, liable for disqualification. For the purpose of interpretation and evaluation of the bids, the English language translation shall prevail.

- g. Any interlineations, insertion, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with their respective signature alongside such interlineations, insertion, erasures or overwriting.
- h. NOIDA shall not be responsible in any manner possible for the contents of the bids, including if the envelope is not sealed and marked in the manner indicated in the RFP or where bidder does not receive any notification or documentation from NOIDA.
- i. NOIDA will examine the bids to determine whether these are complete, whether these meet all the conditions of the RFP and whether the documents have been properly signed and the bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.
- j. Any and all expenses relating to the execution of the Bus Operators Agreement shall be borne by the Successful Bidder, including taxes and duties, incidental expenses, payment of stamp duty and registration charges, as applicable.
- k. Unless specifically requested by NOIDA for a clarification, no bidder shall contact NOIDA on any matter relating to its bid, from the time of the qualification bid opening to the time the Bus Operators Agreement is executed with the Successful Bidder.
- l. 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 Bus Operators Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Bus Operators Agreement, NOIDA shall reject a bid, withdraw the LOA, or terminate the Bus Operators Agreement, as the case may be, without being liable in any manner whatsoever to the bidder or the Operator, if it determines that the bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, NOIDA shall forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to NOIDA towards, inter alia, time, cost and effort of NOIDA, without prejudice to any other right or remedy that may be available to NOIDA hereunder or otherwise.

## SECTION VI: BID FORM, ANNEXURES AND OTHER FORMATS

### FORM T1: COVERING LETTER

Dated: .....

To

**OSD, City Bus Operations,  
NOIDA Traffic Cell,  
Administrative Complex,  
Sector-6 Noida-201301**

**Re: Procurement, Operation and Maintenance of City Buses on Specified Routes in Noida, Greater Noida and Noida-Greater Noida connectivity**

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representation for and on behalf of the bidder in respect of the proposal as per RFP bearing number \_\_\_\_\_ dated \_\_\_\_ 2014 \_\_\_\_ issued by NOIDA.

For and on behalf of the bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RFP issued by NOIDA, and we agree to sign the Bus Operators Agreement enclosed with the RFP, and we have initialled each page of it to convey our acceptance;
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RFP, including any extension of the proposal validity period as may be agreed by us;
3. That NOIDA may by written notice extend the period of proposal validity period and the proposal attached to this letter and the Bid Security below will remain in full force and be valid for that extended period as per provisions of the RFP;
4. That the Bidder accepts the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations accordingly; and
5. That attached to this letter is the Bid Security along with all other documents and information as required by the RFP.

Name:

Title:

Date:

**FORM T2: POWER OF ATTORNEY BY THE BIDDER IN FAVOUR OF DESIGNATED PERSON (S) IN CASE THE BIDDER IS NOT A SOLE PROPRIETOR**

Dated -----

**POWER OF ATTORNEY**

TO WHOMSOEVER IT MAY CONCERN

Shri -----(Name of the Person, domiciled at -----(Address)), acting as -----  
------(Designation and name of the firm/company), and whose signature is attested below, is hereby authorized on behalf of -----(Name of Bidder) to negotiate and settle terms and conditions, finalize, approve, sign and execute agreements, documents, endorsements, writings, etc. as may be required by NEW Okhla Industrial Development Authority (the Regulator) for “Engagement of Operators for Operation for City Bus Service in Noida, Greater Noida and Noida -Greater Noida connectivity in the State of \_\_UttarPradesh\_\_” and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri-----)

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day of -----2014—in the presence of the following witnesses

Witness 1		Witness 2	
Signature	-----	Signature	-----
Name	-----	Name	-----
Address	-----	Address	-----

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally

Signature	-----	[signature of authorised signing officer]
Name	-----	[Name of authorised signing officer]
Title	-----	[Title of authorised signing officer]
	-----	[Name and Signature of the firm/Company]

Note: (1) The bidding firm needs to submit separate Power(s) of Attorneys for each designated person

(2) Any change in the designated person(s) should be informed to \_\_\_\_\_ along with a similar Power of Attorney in favour of such person(s)

## FORM T3: INFORMATION ABOUT BIDDER

<b>Name of the Bidder</b>
<b>1. Information</b>
<b>(a) Nature of the Bidding Firm</b>
(a) A Sole Proprietorship (b) A Partnership firm (c) A Limited Company or Corporation (d) Limited Liability Partnership
<b>(b) Brief Introduction</b>
Registered Name of Bidder
Address
Telephone Fax E-mail
<b>(c) Main Businesses</b>
In India, In Own Country, Internationally
Date of Incorporation
Under Present Management Since (Year)
<b>(d) Management</b>
Chairman of Board
Chief Executive Officer
Chief Operating Officer
<b>(e) List of Shareholders/Partners</b>
Name of Shareholders/Partners Percentage of Share
<b>2. (a) Information about Designated Person(s)</b>
Name
Position
Telephone Fax E-mail

**Note:**

- (1) Organisation Chart showing the structure of the organization, including the names of the directors and position of officers shall be attached / submitted.
- (2) In case of consortium, bidder need to submit all the above details for all the parties including following
  - a. Copy of Memorandum of Agreement(MoA) detailing out the roles and responsibilities, equity participation
  - b. Details of the lead member
  - c. Clear assigning of roles and responsibilities of all the consortium members

**FORM T4: PROJECT UNDERTAKING**

**(On the Letterhead of the bidder)**

**Date ----**

To

**OSD, City Bus Operations,**

**NOIDA Traffic Cell,**

**Administrative Complex,**

**Sector-6 Noida -201301**

**Re: Procurement, Operation and Maintenance of City Buses on Specified Routes in Noida, Greater Noida and Noida -Greater Noida connectivity**

We have read and understood the Request for Proposal (RFP) document bearing Number \_\_\_\_ dated [ ] in respect of the captioned project provided to us by **New Okhla Industrial Development Authority.**

We hereby agree and undertake as under:

Notwithstanding any qualifications of 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 proposed Bus Operators Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this ..... Day of ..... 2014

Name of the bidder

Signature of the authorized person

Name of the authorized person

**FORM T5: Technical Specification of the buses offered as per the format given in Schedule 2 of this RFP**



**FORM T 6: PDF of the Presentation to be given to the Procurement Committee**

# FINANCIAL BID FORMATS

## FORM F1: FINANCIAL PROPOSAL FORMAT

(On the Letter Head of the bidder)

To

OSD, City Bus Operations,

NOIDA Traffic Cell,

Administrative Complex,

Sector-6 Noida -201301

**Re: Procurement, Operation and Maintenance of City Buses on Specified Routes in Noida, Greater Noida and Noida -Greater Noida connectivity**

Being duly authorized to represent and act on behalf ----- and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial proposal.

I have read the entire RFP dated \_\_\_\_\_, bearing number \_\_\_\_\_, including the Bus Operators Agreement etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I undertake to procure, operate and maintain the Buses on CITY BUS SERVICES route as directed by NOIDA in accordance with the terms and conditions as provided in the above mentioned document/s at following per KM rates:

The per km breakup of the costs are as follows:

S.No		No of Buses	Rate per kilometre for operating and maintenance of per bus		Weighted Average <sup>1</sup>	Weighted Average Rate per Kilometre for operating and maintenance (d)
			In Figures	In Words		
1	Standard 650 mm Non AC Bus(a)	50			50%	
2	Standard 400 mm AC Bus(b)	20			20%	
3	Midi 650 mm Non AC Bus(c)	30			30%	

Note:-

1. Weighted average will be considered only for calculation of common rate for the evaluation of financial proposal. And this weighted average should not be considered for any other purpose.

**Weighted Average Rate per Kilometre for operating and maintenance (d) = (a \*50%)+(b\*20%)+(c\*30%)**

2. Prevailing service tax will be considered and payable over the above price per km but will not be part of financial evaluation

<sup>1</sup> **Definition:-**An average in which each quantity to be averaged is assigned a weight. These weightings determine the relative importance of each quantity on the average. Weightings are the equivalent of having that many like items with the same value involved in the average.

## SECTION VII: BUS OPERATORS AGREEMENT

This agreement is made and executed at \_\_\_\_ on this [\_\_\_\_\_] of [\_\_\_\_\_] in the year Two Thousand and \_\_\_\_ by and

Between

**New Okhla Industrial Development Authority**, acting through its -----having its registered office at NOIDA (hereinafter referred to as “**NOIDA**”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

And

[\_\_\_\_\_] a [\_\_\_\_\_] incorporated under the [\_\_\_\_\_] Act, 19\*\*\* [\_\_\_\_\_] acting through [\_\_\_\_\_] having its registered office at [\_\_\_\_\_] (hereinafter referred to as “**the Operator**”, which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE OTHER PART;

- A. NOIDA is entrusted with the function of ensuring public bus transport in the city of Noida, Greater Noida and Noida -Greater Noida Connectivity.
- B. NOIDA decided to undertake a competitive bidding process for selecting the operator that would undertake the procurement, operation and maintenance of the bus services on city bus route or any other route as directed by NOIDA, in Noida, Greater Noida and Noida -Greater Noida Connectivity.
- C. Pursuant to the competitive bidding process, NOIDA selected [\_\_\_\_\_] as the “Operator” to enter into and implement this operations agreement with NOIDA.
- D. NOIDA and [\_\_\_\_\_] are hereby entering into this agreement for appointing [\_\_\_\_\_] as the Operator of the Project and vest it with the rights and duties as the Operator of the Project.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

### 1. DEFINITIONS AND INTERPRETATION

#### (i) Definitions

- a. “**Annual Assured Bus Kilometers**” means the minimum Bus Kilometers that NOIDA assures the Service Provider that a bus will be made to travel by NOIDA in a period of twelve consecutive calendar months and the determination and compliance of which would be governed by the provisions of **Clause 8** of this Agreement.

- b. **“Applicable Kilometer Charge”** means the rate that is to be paid by NOIDA to the Operator per Bus Kilometer operated for a given payment period.
- c. **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
- d. **“Applicable Clearances”** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of the Bus Operators Agreement.
- e. **“Appointed Date”** means the date of the Bus Operators Agreement.
- f. **“Buses”** means AC standard Buses and mini Ac buses as per specifications given in this Agreement.
- g. **“City Bus Service”** means the bus system for the city of Noida, Greater Noida and Noida -Greater Noida connectivity covering the surrounding areas that is being implemented by NOIDA.
- h. **“City Bus Corridor”** means the roads which have been planned for the purpose of enabling smooth operation of the City Bus Service.
- i. **“Bus Depot”** means the developed space/area equipped with facilities, equipments, gadgets etc for general management, repair and maintenance, fuelling, washing and cleaning, besides parking etc of the Buses and for preparing them for Bus Service as per Bus Operators Agreement
- j. **“Bus Operators Agreement or Operators Agreement”** means this agreement including, without limitation, any and all Schedules hereto which will be entered into between NOIDA and the Successful Bidder through which rights will be granted to the Successful Bidder for providing Bus Service in Bus Service Area.
- k. **“Bus Permit”** means the permit for operating Buses for public carriage/stage carriage as may be required under the Motor Vehicles Act, 1986 or any other Applicable Law.
- l. **“Bus Stop”** means pick up points [as determined by NOIDA], where the Buses stop for a short duration for Passengers to embark into the Bus or disembark from the Bus and this may be subject to change from time to time subsequent to a written notification by NOIDA.

- m. **“Bus Service”** means the commercial operation of Buses, as a part of CITY BUS SERVICES, for providing public carriage services, including maintenance and daily operation of the Buses, in accordance with the standards and guidelines provided by NOIDA.
- n. **“Bus Terminal”** means the terminals (under the control of NOIDA) from where the Bus(es) start or end their trip(s), and/or are parked for short duration, besides providing other Passenger related amenities/facilities and facilitate transfers of Passengers amongst modes/services etc.
- o. **“Commercial Operations Date (COD)”** means the date on which the commercial operations of all 100 AC buses are commenced by the Operator. However NOIDA reserves the right to initiate the "COD" in parts for any category of buses. The COD should not be later than 90 days from the date of signing of agreement.
- p. **“Duty schedule”** is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation and as determined by NOIDA in its sole discretion from time to time.
- q. **“Encumbrances”** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances.
- r. **“Event of Default”** shall have the same meaning as provided in of this Agreement
- s. **“Force Majeure”** or **“Force Majeure Event”** means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the Party affected by them (“Affected Party”) which is not attributable to the other Party and include, but not be limited to the following:
- i. earthquake, flood, inundation and landslide;
  - ii. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
  - iii. fire caused by reasons not attributable to the Affected Party or any of the employees, representatives or agents appointed by the Affected Party
  - iv. acts of terrorism;
  - v. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party;
  - vi. national emergency or declaration of police emergency; and
  - vii. war, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

- t. **“First Operation Year”** means a period from the date which is the Commercial Operations Date till the immediately following March 31.
- u. **“NOIDA” or “Regulator”** shall mean New Okhla Industrial Development Authority.
- v. **“Last Operation Year”** means a period calculated from the date of expiry or early termination of the Bus Operators Agreement till the immediately preceding April 1.
- w. **“Material Adverse Effect”** means a material adverse effect on (a) the ability of the either Party to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Bus Operators Agreement for no reason attributable to the other Party and/or (b) the legality, validity, binding nature or enforceability of the Bus Operators Agreement.
- x. **“Material Breach”** means a breach by either Party of any of its obligations under the Bus Operators Agreement which has or is likely to have a Material Adverse Effect on the continued operation of the Bus Service or implementation of the Project, and which such Party has failed to cure.
- y. **“Operator”/ “Service Provider”** means \_\_\_\_\_, selected through competitive bidding process for operation of Buses under in accordance with the terms and conditions of the Bus Operators Agreement.
- z. **“Operation Year”** means a year (period of 365 days) starting from April 1 of a year to March 31 of the following year.
- aa. **“Parties”** means the parties to the Bus Operators Agreement and **“Party”** means either of them, as the context may admit or require.
- bb. **“Passenger”** means any individual who has purchased the ticket or pass or card for using the Bus Service.
- cc. **“Performance Guarantee”** shall have the same meaning as provided in this Agreement
- dd. **“Person”** means any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.
- ee. **“Project”** means the project of operating, maintaining and managing the Bus Service, in accordance with the terms and conditions of the Bus Operators Agreement.
- ff. **“Project Facilities”** means the facilities that are required for the implementation of the Project and shall include the Bus Stops, Bus Depots, Bus Terminals and other permanent or temporary facilities developed by or made available to the Operator under any suitable arrangement, for implementation of the Project including all civil works, plants, technology, software, equipment,

materials and spaces provided/procured, constructed and/or installed at the site or sites where the Bus Stops, Bus Terminals or Bus Depots are located.

- gg. **“RFP”** means this Limited Request for Proposal document issued by NOIDA for the purposes of selecting an Operator for the Project through a competitive bidding basis.
- hh. **“Routes”** means the routes, as determined by NOIDA, from time to time, on which the Buses would operate as part of the City Bus Services
- ii. **“Taxes and Duties”** means all taxes (including road tax, MV tax), duties, permit fees etc. payable under the Applicable Laws in connection with the development, operation and management of the Project and the Bus Service.
- jj. **“Term”** shall have the same meaning as provided in Clause 3 of this Agreement.
- kk. **“Termination”** means the early termination of the Bus Operators Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of the Bus Operators Agreement but shall not, unless the context otherwise requires, include expiry of the Bus Operators Agreement from the Appointed Date due to efflux of time in the normal course.
- ll. **“Termination Date”** means the date specified in the Termination Notice as the date on which Termination occurs.
- mm. **“Termination Notice”** means the notice of Termination by either Party to the other Party, in accordance with the Bus Operators Agreement.
- nn. **“Third Party”** means any Person other than NOIDA and the Operator.

**(ii) Interpretation**

In this Agreement, unless the context otherwise requires:

- a. Words in the singular include the plural and vice-versa.
- b. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- c. The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
- d. Wherever date and period are specified in the Agreement for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by NOIDA, even if mentioned otherwise

anywhere else.

- e. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- f. References to the word "include" or "including" shall be construed without limitation.
- g. References to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or novated.
- h. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement

## **2. APPOINTMENT OF THE OPERATOR**

Subject to the Operator making the payment of an amount of Rs 10 Crores (Rupees Ten Crores Only) as the Performance Guarantee in form of bank guarantee at the time of execution of this Agreement and undertaking to operate the Bus Service in accordance with the terms and conditions of this Agreement, NOIDA hereby appoints (on non-exclusive and non transferable basis) the Operator and the Operator hereby accepts (on non-exclusive and non transferable basis) its appointment, to purchase, operate and maintain the Bus Service on city bus routes in Noida, Greater Noida and Noida -GREATER Noida Connectivity in accordance with the terms of this Agreement and subject to Applicable Laws.

The NOIDA shall pay to Operator, no later than 15<sup>th</sup> day of every subsequent month all dues payable by NOIDA, after deducting fines and penalties etc.

## **3. TERM**

- 3.1. The Term of the Bus Service will be for a time period commencing from the deployment of Buses as per the NOIDA notice and extending till the expiry of 7 (Seven) years or in the event the Bus Operators Agreement is terminated earlier in accordance with the provisions of the Bus Operators Agreement, the Term shall come to an end on the Termination Date.
- 3.2. There shall be no automatic renewal of the Agreement after expiration of the Term. However, both Parties may mutually decide to renew the Agreement for another Term of **1 year** on such terms and conditions as the Parties may agree at such time.

## **4. COMMENCEMENT OF OPERATION OF BUSES**

- 4.1. The Buses shall be procured by the Operator as per the technical standards and specifications stipulated in **Schedule 3** of the Agreement after obtaining approval of NOIDA on design, colour and specs of the buses. The operator shall get prototype approved from NOIDA
- 4.2. The Operator shall ensure that the Bus Service is in operation from the Commercial Operations Date,



unless otherwise agreed in writing by NOIDA and subject to NOIDA obtaining the required Applicable Clearances and Bus Permits.

- 4.3. The Operator shall ensure, buses would be deployed within 90 days from the date of issue of Work order by NOIDA. The work order shall be issued post signing of agreement.
- 4.4. During the term of the Agreement, the Operator shall not use the Buses for any purpose other than the Bus Service without the prior written permission of NOIDA.
- 4.5. The Standby Buses will not be eligible for being taken into account separately but the Kilometres travelled by them will be taken into account for determining whether or not the “Annual Assured Bus Kilometres” have been satisfied per Bus, on average as part of the fleet. Kilometres travelled by Standby Buses will be counted toward either:
  - i. The Bus which the Standby Bus was brought into Service to replace, or
  - ii. All of the Buses comprising the Fleet, allocated on a pro-rata basis, if the Standby Buses were brought into service to meet additional demand.
- 4.6. NOIDA will compute and provide to the operator, for every period of twelve calendar months from the date the first Bus of the Fleet commences services as part of the city bus services, the total number of Kilometres that the Fleet has travelled for the said period.

## **5. ROLE, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR & NOIDA**

- 5.1. The Operator’s role, responsibilities and obligations relating to the Project are provided herein below:
  - i. The Operator shall procure, operate, maintain and manage the City Bus Service and Project Facilities for the entire Term, safely, reliably, economically and efficiently to the satisfaction of NOIDA;
  - ii. Procure brand new A.C Buses as per details;
  - iii. Procure such Buses that are manufactured not earlier than 3 three months before the date of signing of this Agreement and shall not have been put to commercial use anywhere previous to the Commencement of Operations;
  - iv. Obtain the Service Certificates for all Buses that are used for providing Bus Service as per this Agreement;
  - v. Establish a necessary arrangement and maintenance facility for successful operation of Bus Depot at the designated place provided by NOIDA and staff it with trained professionals to maintain the Fleet in accordance with maintenance schedule provided by vehicle manufacturer to operator. ;
  - vi. Operate only such of the Buses that meet the technical criteria. Provided that at any point of time after the Commercial Operations Date, the Buses constituting the Fleet must meet the technical

criteria specified in this document and be available for operations as part of the NOIDA City Bus System (“Assured Fleet Availability”)

- vii. The operator shall at all times maintain a defect register at workshop to assess any defect of fleet plying on road on daily basis. The operator shall record all works performed at workshop in the bus wise job card
- viii. The operator should perform CNG leakage test on daily/quarterly basis as per guidance defined by EPCA and a OK certificate would be issued to fleet before the commencement of operations.
- ix. Procure and maintain “Standby Buses” for Assured Fleet Availability;
- x. maintain, operate and manage the Project and adhere to requirements for the implementation of the Project;
- xi. operate the Buses only on the Route which have been allotted to the Operator;
- xii. Schedule and dispatch the buses on City Bus System routes as specified by NOIDA;
- xiii. The Service Provider shall ensure that in the event NOIDA deputed any personnel to travel on board a Bus to distribute tickets and collect fares, then a Bus shall not commence operation without the presence of such person on the Bus;
- xiv. Ensure that all Buses, once out of a Bus Depot and other staff on the street shall be directly under the control of NOIDA central control centre and the driver, other staff shall obey instructions given by NOIDA;
- xv. The Operator agrees and confirms to cooperate with the third party contractors appointed by NOIDA for the purposes of establishing or operating any equipment, instruments or systems in the Buses or Project Facilities;
- xvi. The Operator undertakes to comply with Applicable Laws in relation to the implementation of the Project and rendering of Bus Service, at all times during the Term of the Bus Operators Agreement;
- xvii. The operator shall be responsible for all traffic violations made by the drivers during normal course of operation of City Bus Services.
- xviii. The Operator shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other IT and Bus monitoring devices provided in the Buses and the Project Facilities to enable provision of safer Bus Services to the Passengers;
- xix. The Operator shall ensure that the information (such as transit route maps, timings, timetables) regarding the Routes and frequency of Buses on particular Routes (including any changes) is made available to the public in a reasonably accessible manner;

- xx. The Operator shall ensure that all Taxes and Duties except for passenger tax are paid in a timely manner and there are no arrears with regard to the Project;
- xxi. Throughout the Term of the Bus Operators Agreement, the cost, purchasing and maintaining the insurance of the Buses along with equipment and material required for the implementation of the Project and those that may be required under Applicable Law will have to be borne by the Operator. Liability of Passenger insurance shall be limited to the approved Passenger capacity of the vehicle by regional transport authority of Noida /Ghaziabad;
- xxii. The operator shall ensure the Comprehensive Insurance of the Buses is kept alive covering third party risk during the entire terms of the Contract (i.e 7 years);
- xxiii. The operator at his own cost shall cover all risks of vehicles, passengers, drivers, conductors and third party under Comprehensive Insurance Policy. Any claim related including MACT claims to the bus operation of any kind shall be covered in the Comprehensive Policy. The contents of the Comprehensive policy shall be vetted by NOIDA. Operator will make insurance for 75 passengers (incl standing) for standard buses and 50 passengers (incl standing) for mini buses or rated capacity of the bus whichever is higher;
- xxiv. The Operator shall ensure that the number of Buses for which it has been granted the Agreement are in operation, in compliance with the standards and technical specifications for the Buses as stipulated in this Agreement, at all times during the term of the Agreement;
- xxv. The Operator shall ensure that it promptly pays any fines or penalties that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service;
- xxvi. The Operator shall ensure that the Buses and Project Facilities are maintained in clean, safe and reliable condition during the Term of the Agreement to the satisfaction of NOIDA;
- xxvii. The Operator shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for NOIDA within the Operator's organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall be communicated in writing by the Operator to NOIDA within 15 (fifteen) working days from the Appointed Date;
- xxviii. The Operator shall at its own cost get all the necessary Applicable Clearances and Bus Permit (including any renewals) during the Term of this Agreement;
- xxix. NOIDA shall have the exclusive right to advertise on the Buses and generate revenues. In this case, NOIDA shall share 10% of the total revenue generated from advertisement on buses with the

operator and retain the balance 90%. The income shall be shared by NOIDA, only if any income is generated.

xxx. Additionally:

- a) during the term of this Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as 'CITY BUS SERVICE' or by such other name, as from time to time may be determined by NOIDA in its sole discretion (hereinafter referred to as the "Brand") and the Operator shall ensure that the Buses always use and display the Brand in the manner prescribed by NOIDA;
- b) the Operator hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Operator shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which NOIDA is carrying on the business nor shall the Operator use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
- c) nothing in this Agreement will ever be construed as giving the Operator any right, title or interest in whatsoever in or to the Brand or giving the Operator or others permission to use the same or any colorable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of NOIDA. The Operator will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Operator operating the City Bus Services under the Brand as per this Agreement. The Operator will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Operator of the Brand outside the scope of this Agreement, without NOIDA's prior written consent, will be an infringement and/or passing off of NOIDA's right, title and interest in and to the Brand, and the Operator expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Operator will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof.

xxxi. It is agreed and understood by the Parties that Operator shall maintain the buses to the satisfaction of NOIDA. For this purpose, NOIDA may permit designated space to be used within the Bus Depot as a garage and other maintenance facilities by the Operator to ensure maintenance and repair of the Buses. It is clarified that all the costs including costs relating to the equipment, material and consumables shall be solely borne by the Operator and the said facility will exclusively be used for the maintenance of the Buses being operated by the Operator under this

Agreement. NOIDA reserves the right to develop the allotted project facility and the Operator shall have no right or claim on the same;

- xxxii. NOIDA is committed for providing a depot for maintenance of the Buses under this agreement. Till the time such arrangement will be under development, NOIDA will provide land for the same. Operator have to make its own arrangements for identifying the fuel filling station. No excuse for exemption of fines & reimbursement against dead kms will be accepted by the NOIDA. NOIDA reserves all the rights on depot and the Operator would not have any claim on the land, infrastructure, depot facilities etc allotted to him for operations. NOIDA also reserves the right to develop the allotted depot in future for any other purpose;
- xxxiii. The Operator undertakes to provide any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation management and maintenance of the City Bus Service;
- xxxiv. The operator undertakes to establish sufficient automatic washing plant facilities for cleanliness and maintenance of the fleet:. The Buses should be cleaned and sanitized before the commencement of first commercial trip daily.
- xxxv. ‘The Service Provider shall take an insurance policy that covers damage and losses at Bus Depot (which shall include all buildings, movable & immovable assets, manpower, and any other liabilities). NOIDA shall not be liable for any claims related to Bus Depot including but not limited to industrial safety, third party, fire & burglary, natural calamities etc’;
- xxxvi. The Operator shall ensure that the Bus Service is operated and maintained so as to comply with the Service Standards set out in **Schedule 5**. The Operator will be required to ensure that the Buses are maintained in a road worthy condition that would ensure safe operation of the Buses on the roads at all times. Also the Operator shall ensure that the operation and running of Buses is uninterrupted, continuous and is not suspended or stopped in any manner (except as permitted under the terms and conditions of the Bus Operators Agreement);
- xxxvii. The Operator shall ensure that the employees, workmen, personnel and staff who are employed (including sub-contractors) for the purposes of the implementation of the Project have the necessary qualifications and credentials, as per NOIDA’s requirements and as per Applicable Laws. The Operator shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed (including sub-contractors) for the purposes of implementing the Project. The Operator shall ensure that all personnel and staff are under constant supervision so as to provide the Bus Service in a safe manner to the public. It is clarified, that the Operator shall only be able to appoint sub-contractor provided the Operator has obtained prior written approval of NOIDA, in this regard;

- xxxviii. The Operator shall at its own cost provide operational and maintenance training at regular intervals to all employees, workmen, personnel and staff in relation to implementation of the Project;
- xxxix. The Operator shall enforce a dress and appearance code approved by NOIDA in writing. The Operator shall provide at its own cost and expense uniforms and shall ensure that clean uniforms shall be worn by drivers, conductors and any other personnel and staff employed (including sub-contractors) at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement;
- xl. The Operator undertakes to attend conventions, sessions, conferences or meetings organized/hosted by NOIDA and expenses (including but not limited to travel, lodging and boarding) would be borne solely by the Operator. It is clarified that NOIDA will provide prior written notice of 15 (fifteen) days to the Operator for attending any such convention, sessions, conference or meeting;
- xli. It is clarified that NOIDA shall undertake periodic certifications of all the employees, workmen, personnel and staff who are employed (including sub-contractors) by the Operator for implementation of the Project. The Operator undertakes that no such workmen, personnel and staff shall be involved in the Project unless such workmen, personnel and staff is certified and approved by NOIDA;
- xlii. The Operator shall adopt a proper complaint grievances redressal mechanism for any complaints made by users of city bus services. The Operator shall maintain a record of all the complaints and will at its own cost commence investigation within 3(three) days of receipt of complaint and shall be recorded in a fair and accurate manner. The Operator should respond in writing within 7 (seven) days of the receipt of the complaint with the proposed course of action/relief to be provided to the complainant. All complaints of a sensitive nature shall be dealt at the Operator's managerial level and in case there is no suitable course of action taken by the Operator within 14 (Fourteen) days of receipt of such complaint, the matter shall be handled by NOIDA, at the Operator's cost and risk. The nature and information of complaints shall be kept confidential by the Operator except as otherwise required to be disclosed under the Applicable Laws. The operator is obliged, share each and every complaint including readdressed action taken thereupon;
- xliii. The Operator shall provide a summary of all the complaints and the written responses received on a 15<sup>th</sup> day of each month to NOIDA. NOIDA shall review the complaints received and the written responses with the course of action taken by the Operator. In the event that course of action that has been taken by the Operator is not appropriate, NOIDA shall direct the Operator to take a suitable action.

5.2. NOIDA agrees to observe, comply and perform the following:

- i. NOIDA shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Operator within NOIDA and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
  - ii. NOIDA shall conduct regular inspections at any time during the Term of the Agreement of the Buses and the Project Facilities; NOIDA reserves the right for development of the project facilities and depots, workshops allotted to the Operator for Maintenance of buses. The Operator shall have no claim on the land, depot, infrastructure, furniture or any other project facility allotted for operations and maintenance of the buses. The operator may have to share the facility with other operators or NOIDA.
  - iii. Establish and maintain a Central Control Centre that will enable due control and coordination over the day to day operation and management of the Bus Service. NOIDA shall ensure that the Central Control Centre established by it is staffed by an adequate number of appropriately qualified personnel and further that there is due coordination between the personnel at the Central Control Centre and the drivers and / or the conductors of the Buses;
  - iv. finalize the Routes and frequency of Buses on Routes;
  - v. decide the location of Bus Stops, Bus Terminals and Bus Depots
  - vi. finalize and approve the Service Standards;
6. conduct minimum of 4 inspections in a year during the Term of the Agreement of the Buses and the Project Facilities;

#### **7. Routes & Frequency of Buses**

NOIDA deserves the sole right to develop, modify, from time to time, detailed operating plan (“Operating Plan”) for the Bus Service in accordance with which the Bus Service shall be operated. The Operating Plan will include:

- a. Routes of Operation
- b. Frequency and daily schedule
- c. Bus stops on the assigned routes
- d. Places/Bus Depot(s)/ Bus Terminal(s) where the Bus will park at mid-day and end of day of its service
- e. Measures to ensure co-ordination with all other bus Service Providers in the City Bus Service System

- 7.1. The Operator shall ensure that the Buses are operated on the said Routes and at the stipulated frequency in accordance with the specified Service Standards as given in **Schedule 5**.
- 7.2. In case of any change in Routes or Schedule of Operation warrants additional buses, the same would be provided by the Operator at the same terms and conditions of this Agreement. It is agreed between the Parties that the NOIDA would pay the same kilometre charges for the additional buses at the same rate as quoted by the Operator for the Buses under this Agreement.
- 7.3. Timing of bus operation would be as per standard city bus operation ie. 16-18 hrs per day and scheduling of bus services shall be done as per time table provided by NOIDA.

## **8. Use of Project Facilities**

- 8.1. Service and implementation of the Project during the Term of the Agreement.
- 8.2. The Operator shall Subject to the terms and conditions as contained in this Agreement, NOIDA hereby grants to the Operator only the right to access and use the Bus Stop, Bus Terminal and Bus Depot. Further, the Operator confirms that the Operator shall use the Project Facilities as per various guidelines issued by NOIDA from time to time. By virtue of the aforementioned, NOIDA further permits the Operator to use the common areas in the Bus Depot along with the other occupants of the Bus Depot, if any.
- 8.3. Nothing contained herein shall confer or be deemed to confer any right to possession or any other right, upon the Operator, with respect to the property in the Bus Depot, Bus Stops and Bus Terminals. Nothing contained herein shall confer or be deemed to confer any right for the Operator to sub-license, lease and sub-lease or make available in any other form the Bus Depot, Bus Stops and/or Bus Terminal to any Third Party, except as expressly permitted in writing by NOIDA.
- 8.4. The Operator shall use the Bus Depot, Bus Stops and Bus Terminals only and exclusively for the purpose of providing Bus not do nor cause any damage or waste in the Bus Depot, Bus Stops and/or Bus Terminals or do any act which will in any way be prejudicial to the rights of NOIDA or other users/occupants of the same.
- 8.5. The Operator shall be fully responsible for all civil and criminal liabilities arising out of its operation/use of the Bus Depot, Bus Stops and Bus Terminals and its exercise of the rights contained under **Clause 7**, as also for all and every act resulting in any damage, injury or harm physical or legal, on account of any acts of any of its personnel and/or persons connected with the Operator and/or trespasser(s) and/or any other persons connected with the Operator.
- 8.6. The Operator shall be responsible for the maintenance, upkeep, repair and security of the Bus Depot along with all the equipment and material within the Bus Depot including the Buses.
- 8.7. It is agreed and understood by the Operator that the rights granted under this **Clause 7** to the Operator by NOIDA as part of the Project shall be co-terminus with the Term of this Agreement. Upon expiration or Termination of the Agreement the Operator will hand over the Project Facilities to NOIDA in the same state and condition as it was at the time of the Appointed Date (normal wear and tear excepted).



## 9. Bus Kilometers

### 9.1. Bus Kilometres shall constitute

Distance travelled by a Bus assigned on City Bus Service or any other route as directed by NOIDA, as per **Schedule 1.**

- a. Distance travelled by a Bus from the Bus Depot to the first point of loading Passengers at the commencement of its service on a day
- b. Distance travelled by the Bus from the its last Passenger stop to the Bus Depot at the end of the day's service
- c. Distance travelled by a Bus without Passengers needed to meet the requirements of the Bus Service shall be taken into account as part of the Kilometres travelled by the Bus.

9.2. **Bus Kilometres** shall not constitute any kilometres travelled by the bus to a maintenance facility other than that set up by the Service Provider at the Bus Depot provided for by NOIDA or for any travel not authorized by NOIDA.

9.3. In case of breakdown, operator will have to replace the bus within 30 minutes without effecting the schedule operation; failing which penalties will be applied based on difference between schedule kms and operated kms. Penalty will be Rs 10000/- per incidence (for 1<sup>st</sup> year and escalated @ 7% per year for consecutive years) or twice of payment for balance kms, whichever is higher

## 10. Payment to the Service Provider

- a. The Operator shall submit the payment invoice at the end of each 15 days specifying:
  - (i) Registration number of each Bus that travelled as part of the Bus Service;
  - (ii) Bus Kilometres travelled by each Bus as part of the Bus Service in the relevant week (clearly identifying the Bus);
  - (iii) Applicable Kilometre Charge for the period and
  - (iv) Service tax, and any applicable surcharge or cess on it, if any, payable on the amount.

The invoice shall be submitted in the format as stipulated in schedule 7 of the agreement.

- b. NOIDA will, within a period of fifteen days from receipt of the invoice, verify the invoice against the records that it has on the CITY BUS SERVICE operations and make the payments (adjusted against any errors or fines or other adjustments as may be applicable against the invoice under the terms of the Agreement). All payments shall be made after deducting any tax deductions at source that NOIDA may be obliged to deduct under Indian law

- c. The payment shall be calculated as

$$\text{Payment} = [R] \times [\text{KM-period}] - \text{Applicable Penalties}$$

Where

R is Applicable Kilometer Charge

KM-period is Bus Kilometers Operated by Fleet as part of the Operating Plan during the relevant 15 day period

d. Any Fines levied shall be adjusted from the payment.

e. Service tax, and any applicable surcharge or cess on it, if any, shall be levied and billed over and above the payment amount based on the number of operated kilometers in the given period multiplied by the applicable kilometer charge. NOIDA is liable to pay this additional amount on the billed amount.

f. NOIDA hereby assures the Operator that the average number of Bus Kilometers travelled by Buses that comprise the Fleet, in a continuous period of twelve calendar months, commencing from commencement of operations and then onwards on an annual basis, will be no fewer than **60,000 (Sixty thousand) Kilometers per bus ("Annual Assured Bus Kilometers")**.

g. In the event that the frequency of bus trips on the Routes are not formulated in a manner so as to enable each Bus that is part of the Fleet, on average, to achieve the Annual Assured Bus Kilometers, calculated for AC standard and mini buses, NOIDA will pay the Operator, in addition to the payments made for Bus Service based on invoices presented by the Operator, an amount ("Annual Assured Payment Amount"), determined as follows:

$$\text{Annual Assured Payment Amount} = 0.15 \times (T_m - T_a) \times R$$

Where:

$$T_m = [\text{Annual Assured Bus Kilometers}] \times [\text{size of the Fleet}]$$

$T_a$  = Actual Bus Kilometers Operated by all buses comprising the Fleet during the relevant period of 12 calendar months that has triggered this provision

$R$  = Applicable Kilometer Charge

h. The determination of whether Annual Assured Payment Amount is due will be done at the end of a period of twelve consecutive calendar months. NOIDA will provide the Operator with a notice of the calculation with the supporting data (the kilometers travelled by each of the Buses comprising the Fleet). It should be noted that the Annual Assured Payment Amount will not be payable for any shortfall in Fleet Kilometers that arises due to:

- (i) Default of the Operator under this Agreement
- (ii) Non-availability of Buses for reasons attributable to maintenance or accidents
- (iii) Breach of law by the Service Provider

- (iv) Occurrence of a Force Majeure Event
  - (v) Delay due to jams/rallies or strike unless it's a natural calamity.
- i. If any Annual Assured Payment Amount is determined to be payable, then such amount shall be paid on a pro-rata basis on the payments that are made over the immediately following three (3) months.
- j. If the Operator exceeds the Annual Assured Bus Kilometres, then the charge applicable for the additional Kilometres per bus above the Annual Assured Bus Kilometres shall be calculated as;

$$\mathbf{RE_{Extra} = [R] \times 0.85}$$

$$\mathbf{Additional\ Kilometer\ Payment = [RE_{Extra}] \times [KM_{Extra}]}$$

Where:

**RE<sub>Extra</sub>** is **Charge for Additional Kilometer**

**KM<sub>Extra</sub>** are additional kilometers done by the fleet

**R** is **Applicable Kilometer Charge** for the payment period

- k. The Kilometer Charge shall be reviewed and revised either increase or downward revision will also be made. Kilometer charge for any given payment period shall be called the **Applicable Kilometer Charge** and shall be revised;

- (i) **For variable cost change, using fuel price as an indicator, on a Monthly basis**

$$\mathbf{Revised\ Rate\ 1 = [R_{base}] + [R_{base} \times 0.35 \times (F - F_o)/F_o]}$$

**Revised Rate 1** is **Applicable Kilometer Charge for the payment period**

**R<sub>base</sub>** is the **Base Kilometer Charge**

**F** is **Present Price of Fuel/unit for the corresponding month**

**F<sub>o</sub>** is the **official retail price of CNG at the existing customer pumps on the date of submission of bids.**

- (ii) **For fixed cost change, using the Wholesale Price Index (1st January of corresponding year), annually**

$$\mathbf{Revised\ Rate\ 2 = R_{base} + [R_{base} \times 1.2 \times 0.40 \times (W - W_o)/W_o]}$$

Where:

**Revised rate 2** is **Applicable Kilometer Charge** for the payment period

**R<sub>base</sub>** is the **Base Kilometer Charge**

**W** is **Present Year Wholesale Price Index**

**What is Base Year Wholesale Price Index (Base year would be considered as 2014-15)**

l. NOIDA shall not be liable to make any other payments such as those arising from maintenance or operations of Buses other than the payments described in this section.

m. Damages due to negligent driving, accidents on street shall be the liability of the Service Provider.

n. Any fines levied by traffic police or any competent authority will be borne directly by the Operator. NOIDA claims no liability for such infractions. Further, NOIDA retains the right to apply additional fines for Passenger discomfort and due to delay in system operations.

**11. STANDARDS OF BUS SERVICE**

11.1. The Operator shall ensure that the Bus Service is operated, maintained and managed so as to comply with the standards of service specified in **Schedule 5** of the Agreement or that may subsequently be provided to bidder(s) in documentary form by or on behalf of NOIDA.

11.2. The Operator will be required to ensure that the Buses are maintained in a road worthy condition as per Standards of Service given in **Schedule 5** that would ensure safe and efficient operation of the Buses on the roads at all times.

11.3. The Operator shall ensure that the personnel and staff who are employed for the purposes of the implementation of the Project have the necessary qualifications and credentials. This shall include but not limited to on-going, re-certification or newly mandated qualifying requirements. The Operator shall be solely and exclusively responsible for all such personnel and staff employed (including sub-contractors) for the purposes of implementing the Project.

11.4. The Operator shall provide operational and maintenance training at regular intervals to all personnel and staff in relation to implementation of the Project.

11.5. The Operator shall enforce a dress and appearance code approved by NOIDA. The operator shall provide at its own cost and expense uniforms and shall ensure that clean uniforms shall be worn by drivers, conductors and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under the Bus Operators Agreement.

**12. Penalties**

12.1. NOIDA shall verify compliance of all parameters, requirements, obligations and responsibilities enforceable against the Operator by virtue of the provisions of the Bus Operators Agreement. The Operator shall allow NOIDA representatives, personnel and contractors of NOIDA, complete access to the Operator's facilities (including equipment, material, and personnel) and Buses to enable NOIDA to inspect, audit and monitor the performance of the Operator. If the Operator is in default of the provisions of the Service Standards and/or Schedule of Operation, then NOIDA shall impose the applicable penalties as stipulated in **Schedule 6** till such time as the default has been cured to the

satisfaction of NOIDA. If the Operator does not rectify the default within the stipulated cure period or if the default is of a nature that is not capable of rectification, it shall be treated as a Material Breach and NOIDA shall have the right to terminate the Bus Operators Agreement in accordance with the terms hereof.

12.2. The procedure for payment and collection of penalties shall be as follows:

- (i) NOIDA will prepare and will send to the Operator a written notice imposing the penalties, as and when the circumstances so arise, together with an explanation of the facts identified that have led to the imposition of the penalties.
- (ii) NOIDA will adjust all penalties imposed on operator in the next invoice payment to be made under the agreement
- (iii) In the event that the Operator has any objection, it will report directly to mechanisms of dispute resolution of the Bus Operators Agreement. Provided, however, that the Operator agrees that the recourse of dispute resolution mechanism or any other grievance mechanism will not prevent, NOIDA from immediately adjusting the penalty against payments due to the Operator by NOIDA , but it will be understood that if the imposition of penalty by NOIDA is defeated, it will refund to the Operator, the principal amount plus the amount of interest at the rate of SBI PLR on the same, which will be accrued from the moment that the fact or circumstance that caused the penalty has occurred until the date of effective payment.
- (iv) In any event, the imposition and adjustment of such penalties from amounts payable to the Operator will not relieve the Operator of its obligation of full compliance with the responsibilities and liabilities that arise from the Bus Operators Agreement.

### **13. Accounts**

13.1. The Operator shall provide NOIDA 2 (two) certified copies of its audited balance sheet and profit and loss account along with a report thereon by its statutory auditors, within 120 (one hundred and twenty) days of the close of each Operation Year to which they pertain, including the accounts related to the First Operation Year and the Last Operation Year.

13.2. The Operator agrees that NOIDA or its agents shall, at all reasonable times, have the right to examine and/or audit the books and accounts of the Operator to verify the figures reported and to inspect any other records pertaining to the activities carried out in pursuance of this Agreement. In addition, NOIDA shall be entitled to appoint an auditor to audit the accounts and records of the Operator on a quarterly basis or at such intervals as may be decided by the Parties, subject to the following provisions:

- i. The Operator shall extend full necessary co-operation to such auditor to enable him /her to perform his / her duties
- ii. The Operator shall make available to such auditor all its accounts and records; and

- iii. On receipt of the report of the auditor, the Operator shall be entitled to address queries in respect of any points raised by the auditor and the Operator shall satisfy the auditor in regard to aforesaid points.

If the audit discloses any violation of an obligation by the Operator under this Agreement, the same shall be brought to the notice of the Operator by NOIDA or the auditor, and the Operator shall remedy the lapse to the satisfaction of NOIDA or the auditor within 1 (one) month from the date the violation is brought to the notice of the Operator. If the Operator does not remedy the lapse to the satisfaction of NOIDA, this will be considered a Material Adverse Effect.

- 13.3. The Operator shall maintain and preserve during the Term of this Agreement full, complete, and accurate books, records, and accounts prepared in accordance with generally accepted accounting principles consistently applied including the records mentioned in **Clause 12**.
- 13.4. The Operator shall, during the Term of the Bus Operators Agreement, maintain complete and accurate records, including but not limited to the following and provide periodic reports in the manner required by NOIDA:
  - (i) The details of the frequency of Buses on a particular Route;;
  - (ii) The details of each person working or connected with providing Bus Service on a particular Route;
  - (iii) The total quantity and receipts of fuel used by each Bus;
  - (iv) Maintenance of Track Record of any accidents which may occur during course of operation.
  - (v) Maintenance (including any repair work) details in relation to Buses and any equipment and machines used in the Buses and Project Facilities;
  - (vi) All its receipts from all sources derived or on account of the Project, income, expenditure, payments and assets and liabilities, in accordance with the Bus Operators Agreement, the Applicable Laws and good industry practice and
  - (vii) Any other matter specified by NOIDA.

#### **14. Performance Guarantee**

- 14.1. For due and complete performance of its obligations, the Operator shall deliver to NOIDA, within 15 days from the execution of this Agreement, an irrevocable and unconditional bank guarantee from a scheduled bank acceptable to NOIDA for a sum of Rs 10 Crore (Rupees Ten Crores only) (hereinafter referred to as the "Performance Guarantee"), in the form set forth in **Schedule 4** of this Agreement. If the guarantee is not submitted within this period, it can be submitted along with the penalty @0.065% of the guarantee amount within next 15 days

- 14.2. The Performance Guarantee shall be kept valid for the entire Term of this Agreement. The Performance Guarantee shall be appropriated and encashed by NOIDA in the event of any loss, damage or claim suffered by NOIDA due to breach of terms and conditions of this Agreement by the Operator, including Material Breach of this Agreement being committed by the Operator.
- 14.3. The Performance Guarantee shall be returned to the Operator after a maximum of 6 (six) months following the expiration of the Term, pursuant to adjustment of any damages, losses or claims suffered by NOIDA, if any.

**15. Delay in providing buses to NOIDA and delay in execution of project by NOIDA**

- (a) Service Provider shall ensure that the buses are provided to NOIDA's CITY BUS SERVICE System as per the time schedule decided by NOIDA / or by any amendments thereto. A delay by Service Provider in the performance of its obligations under the Service Provider Agreement shall render Service Provider liable to any or all the following sanctions in the sole discretion of NOIDA:
- i.) Forfeiture of Service Provider's Performance Guarantee
  - ii.) Imposition of liquidated damages on Service Provider in terms of this RFP
  - iii.) Termination of the Service Provider Agreement
- (b) If at any time during performance of the Service Provider Agreement, Service Provider should encounter conditions impeding the timely completion and/or performance of the services as per the Agreement, Service Provider shall promptly notify NOIDA in writing of the fact and reasons for the delay and likely duration of such delay. As soon as practicable after receipt of Service Provider's notice in this behalf, NOIDA shall evaluate the situation and may at its discretion extend Service Provider's time for performance of Service Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by the parties by way of making appropriate amendment(s) in writing to the Service Provider Agreement as may be mutually agreed to between the parties.
- (c) In case, NOIDA delayed in accepting the buses as per the stipulated timelines. In such case, operator will be eligible for lump sum compensation of Rs 1000/- per bus per day for delaying in acceptance beyond 120 days plus training and testing period of maximum 30 days.

**16. Quality Check & Acceptance of buses**

Service Provider shall finalise 'Quality Checks and Acceptance Test Plan' of offered buses, generally in line with the one given in the bus specifications, to NOIDA and after finalization, the same shall form an integral part of the Service Provider Agreement. The buses offered by the Service Provider for the CITY BUS SERVICES Project shall be inspected for acceptance/rejection (as applicable) in accordance with the Quality Check and Acceptance Test Plan given in the bus specifications by NOIDA or its authorized agency.

## **17. Additional buses**

During the contract period, number of buses under this agreement can be increased under the same terms and conditions. Decision regarding increasing the buses over and above contracted buses will be at the discretion of NOIDA only.

## **18. Liquidated Damages**

In the event of delay in supply of buses by the Service Provider/Opertor in relation to the schedule of supplies stipulated in the Service Provider Agreement of the NOIDA's CITY BUS SERVICES Project, or any subsequent amendment thereto, NOIDA shall recover from Service Provider liquidated damages (and not by way of penalty) @ Rs. 2500/- (Rupees two thousand five hundred) per bus per day of delay.

## **19. FORCE MAJEURE AND CHANGE IN LAW**

### **19.1. Notice of Force Majeure Event**

- a. As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:
  - (i) the nature and extent of the Force Majeure Event;
  - (ii) the estimated duration of the Force Majeure Event;
  - (iii) the nature of and the extent to which, performance or any of its obligations under the Bus Operators Agreement is affected by the Force Majeure Event;
  - (iv) the measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
  - (v) any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under the Bus Operators Agreement.
- b. As soon as practicable and in any case within five (5) days of notification by the Affected Party in accordance with the preceding Sub-Clause (a), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection / survey of the Project Facilities and Buses in order to:
  - (i) assess the impact of the underlying Force Majeure Event;
  - (ii) to determine the likely duration of Force Majeure period; and
  - (iii) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.



- c. The Affected Party shall during the Force Majeure period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Sub-Clause (b) as also any information, details or document, which the other Party may reasonably require.

#### 19.2. **Performance of Obligations**

If the Affected Party is wholly or partially unable to perform any of its obligations under the Bus Operators Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. due notice of the Force Majeure Event has been given as required by the preceding Clause 18.1;
- b. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, cause or is likely to be caused to the Project Facilities and Buses as a result of the Force Majeure Event and to restore the Project Facilities and Buses to their original state (normal wear and tear excepted);
- d. when the Affected Party is able to resume performance of its obligations under the Bus Operators Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay for resuming such performance;
- e. the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with the Agreement;
- f. Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure.

#### 19.3. **Termination due to Force Majeure Event**

- a. If a Force Majeure Event continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 consecutive days, the Parties may mutually decide to terminate the Bus Operators Agreement or continue the Bus Operators Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall after the expiry of the said period of 120 consecutive days, be entitled to terminate the Bus Operators Agreement by giving written notice to the other Party.
- b. If the Party having the right to do so decides to terminate the Bus Operators Agreement pursuant to the preceding sub-clause 18.3(a), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Force Majeure Event;
  - (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
  - (iii) the estimated termination payment including the details of computation thereof; and
  - (iv) Any other relevant information.
- c. Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:
- (i) the termination payment, if any, payable by NOIDA in accordance with the following Clause (d) is paid to Operator on the Termination Date; and
  - (ii) the Operator shall hand over to NOIDA possession of all the Project Facilities and Buses on the Termination Date free from all Encumbrances.
- d. Upon Termination of the Bus Operators Agreement due to a Force Majeure Event, NOIDA shall return the performance guarantee to the Operator.

**19.4. Liability for other losses, damages etc.**

Save and except as expressly provided in this **Clause 17**, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

**20. EVENTS OF DEFAULT**

- 20.1. Event of Default means an Operator Event of Default and/or NOIDA Event of Default, as the context may admit or require.
- 20.2. The Operator Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event (“Operator Event of Default”):
- a. The Operator is in/commits a Material Breach of the Bus Operators Agreement,
  - b. Any representation made or warranties given by the Operator under the Bus Operators Agreement, is found to be false or misleading,
  - c. the Operator, any of its creditors or any other eligible party files for the Operator’s liquidation, winding up, receivership, reorganization, compulsory composition or dissolution in case of such a proceeding by a creditor or any other eligible party and such filing is not revoked or discharged within 90 (ninety) days from such filing,
  - d. levy of an execution or restraint on the Operator’s assets which has or is likely to have Material Adverse Effect and such execution or restraint remaining in force for a period exceeding 60 (sixty) days,

- e. amalgamation of the Operator with any other company or reconstruction/restructuring or transfer of the whole or part of the Operator's undertaking (other than transfer of assets in the ordinary course of business) without NOIDA 's prior written approval; provided, if the amalgamated entity, reconstructed/restructured entity or the transferee, as the case may be, has the financial and technical ability demonstrated to the satisfaction of NOIDA , to undertake, perform/discharge the obligations of the Operator under the Bus Operators Agreement, NOIDA shall not unreasonably withhold the necessary approval,
- f. the Operator repudiates the Bus Operators Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Bus Operators Agreement,
- g. the Operator has delayed payments that has fallen due under the Bus Operators Agreement beyond the specified time period or if not so specified beyond 90 (ninety) days of the due date,
- h. The Operator is adjudged bankrupt or insolvent,
- i. The Operator does not attend to or abandons the Project for a consecutive period of 90 (ninety) Business Days other than in a Force Majeure Event.

20.3. NOIDA Event of Default means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event ("NOIDA Event of Default"):

- a. NOIDA is in Material Breach of its obligations under the Bus Operators Agreement, or
- b. Any representation made or warranties given by NOIDA under the Bus Operators Agreement is found to be false or misleading.

20.4. Rights of Parties Upon the occurrence of the Operator Event of Default which is not remedied after following the procedure set out in **Clause 19** (as the case may be), NOIDA shall without prejudice to any other rights and remedies available to it under the Bus Operators Agreement or law be entitled to terminate the Bus Operators Agreement pursuant to **Clause 19**.

- a. Upon the occurrence of NOIDA Event of Default which is not remedied after following the procedure set out in Clause 19 (as the case may be) to the extent applicable, the Operator shall without prejudice to any other rights and remedies available to it under the Bus Operators Agreement be entitled to terminate the Bus Operators Agreement pursuant to Clause 19.
- b. 36B Provided that before proceeding to terminate the Bus Operators Agreement, the Party entitled to do so shall give due consideration and shall have due regard to the nature of the underlying Event of Default, its implication on the performance of the respective obligations of Parties under the Bus Operators Agreement and the circumstances in which the same has occurred.

#### 20.5. **Consultation Notice**

Either Party exercising its right under **Clause 19** shall first issue to the other Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default ("**Consultation Notice**"). The Party committing the Event of Default that gives rise to the Consultation Notice can cure the relevant Event of Default within 90 days of receiving Consultation Notice.

#### 20.6. **Remedial Process**

Following the issue of Consultation Notice by either Party, within a period not exceeding 90 days or such extended period as they may agree the Parties shall endeavour to arrive at an agreement as to the manner of rectifying or remedying the underlying Event of Default ("**Remedial Period**"). Without prejudice to this, if the underlying event is Operator Event of Default, the Parties shall endeavour to arrive at an agreement as to one or more of the following measures and/or such other measures as may be considered appropriate by them in the attendant circumstances:

- a. The change of management or control/ownership of the Operator.
- b. The replacement of the Operator by a new Operator ("**Substitute Entity**") under this **Clause 19.6(b)** on terms no less favourable than those contained in the Bus Operators Agreement. The specific terms and conditions on which the Substitute Entity would be appointed shall include:
  - (i) the criteria for selection of the Successful Bidder as provided in RFP,
  - (ii) the transfer of rights and obligations of the Operator surviving under the Bus Operators Agreement to the Substitute Entity,
  - (iii) handing over of the assets (including but not limited to Project Facilities and any other equipment/communication system and material that is used in relation to the implementation of the Agreement) other than the buses to the Substitute Entity,
  - (iv) assumption by the Substitute Entity of the outstanding obligations of the Operator,
  - (v) assumption by Substitute Entity of any amounts due to NOIDA from the Operator under the Bus Operators Agreement, and
  - (vi) substitute Entity providing fresh Performance Guarantee.

#### 20.7. **Obligations during Remedial Period**

During the Remedial Period, the Parties shall continue to perform their respective obligations under the Bus Operators Agreement which can be performed, failing which the Party in breach shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

**20.8. Revocation of Consultation Notice**

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties agree upon any of the measures set out in **Clause 19**, the Consultation Notice shall be withdrawn by the Party who has issued the same and the Event of Default shall not lead to Termination of the Bus Operators Agreement, unless otherwise agreed by NOIDA in its sole and absolute discretion.

**20.9. Termination Due to Events of Default**

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived nor the Parties have not agreed upon any of the measures in accordance with **Clause 19** the Party who has issued the Consultation Notice shall have the right to terminate the Bus Operators Agreement, in which event, the provisions of **Clause 19** shall, to the extent expressly made applicable, apply.

**20.10. Time period available to Operator for Remediation and Replacement**

The total time period available for the Operator for remediation **under Clause 18.6** shall not exceed 365 days from the date of remediation notice unless agreed otherwise by NOIDA.

**21. TERMINATION AND EXPIRY OF AGREEMENT**

**21.1. Termination Procedure**

The Party entitled to terminate the Bus Operators Agreement (which would occur only after following the process stipulated above) either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing ("**Termination Notice**") to the other Party. The Termination Notice shall be of not less than 60 (sixty) days and not ordinarily be more than 90 (ninety) days ("**Termination Period**") and at the expiry of the Termination Period, the Bus Operators Agreement shall stand terminated.

**21.2. Obligations during Termination Period**

During Termination Period, the Parties shall continue to perform such of their respective obligations under the Bus Operators Agreement which are capable of being performed.

**21.3. Requisition for Information**

Upon issue or receipt, as the case may be, of the Termination Notice either as a consequence of a Force Majeure Event or as a consequence of an Event of Default, NOIDA shall by a notice in writing ("**Requisition**") call upon the Operator to furnish the following information to NOIDA to enable NOIDA to estimate the outstanding liabilities/assets of the Operator:

- a. The particulars of the Fleet;

- b. The particulars of all the major contracts in relation to the various aspects of the implementation of the Project;
- c. The particulars of the entire loan and other financing documents entered into with respect to the Project
- d. Data or records (to be specified by NOIDA) regarding the establishment, operation and maintenance of the Project and the Project Facilities;
- e. Any other information or records (to be specified by NOIDA) regarding Operator and/or the transferees and its/their business, assets and liabilities.

The Operator shall within a period of 60 (sixty) days of receipt of Requisition furnish the particulars called for by NOIDA.

#### 21.4. **Consequences of Termination**

##### a. Transfer of Assets

On the Termination Date, the Operator shall subject to the provisions of the Bus Operators Agreement:

- i. In the event of termination of the Bus Operators Agreement, in the event that NOIDA so desires, in the interest of keeping the Bus Services provided by Operator running during their transition to NOIDA, the Operator and NOIDA will meet no later than once every fortnight to evolve and activate a transition plan to run the Bus Services. This arrangement will continue for a period of no longer than 180 days after the termination by NOIDA.
  - ii. Ensure transfer, assign and deliver to NOIDA or its nominated agency, free and clear of any Encumbrances, the vacant and peaceful possession of the Project Facilities and civil structures constructed as part of the Project, in original state (normal wear and tear excepted). In the event of any damage, the Operator shall be liable to make good all such damages.
  - iii. Transfer all its rights, titles and interest in or over the tangible assets comprised in the Project (including movable assets which NOIDA agrees to take over) to NOIDA or its nominated agency and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- b. It is clarified that the liabilities of the Operator, including without limitation liabilities relating to labour and personnel related obligations of the Operator and the Persons claiming through or under the Operator shall not be taken over by NOIDA or its nominated agency. All such labour and employees shall continue to be the responsibility of the Operator/such Persons even after the

expiry of the Term and they shall have no claim to any type of employment or compensation from NOIDA or NOIDA's nominated agency.

c. **Project Agreements**

The Operator shall at the cost of NOIDA or its nominated agency transfer/assign such of the Project agreements which (i) are valid and subsisting, (ii) capable of being transferred/assigned, (iii) NOIDA or its nominated agency has chosen to take over in its favour. The Operator shall entirely, at its cost, terminate all such Project agreements which are not transferred/ assigned to NOIDA or its nominated agency.

d. **Transfer Costs**

- i. The Project and all assets (including assets pertaining to sub authorization) shall be transferred to NOIDA or its nominated agency, subject to the termination compensation, as applicable, having been paid by NOIDA to the Operator
- ii. NOIDA or its nominated agency shall be responsible for the costs and expenses, including stamp duties, taxes, legal fees and expenses incurred in connection with the transfer of the Project and any assets in relation to the Project by the Operator to NOIDA or its nominated agency.

**21.5. Termination Payments**

Upon Termination of the Agreement (in accordance with the provisions of **Clause 18 and 19** of the Agreement) on account of Operator Event of Default, NOIDA shall have the right to enforce/encash the Performance Guarantee.

**21.6. Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in the Bus Operators Agreement, any termination of the Bus Operators Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under the Bus Operators Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**22. INDEMNITY**

**22.1. Indemnity by the Operator**

Without prejudice to the generality of **Clause 20**, the Operator shall indemnify and hold NOIDA harmless, from any and all claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Operator or any subcontractor and their respective employees and damage to or destruction of any property or

equipment of the Operator or its subcontractors and their respective employees arising during or as a result of the performances or non-performance of the Bus Operators Agreement from any cause whatsoever provided that this clause shall not apply to injury, death, damage or destruction to the extent caused by the negligence, default or omission of NOIDA or its employees.

#### 22.2. **Indemnity - Third Party**

Without prejudice to the generality of **Clause 20**, the Operator shall indemnify and hold NOIDA harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party/Person and the damage to or destruction of any property of any third Person arising directly or indirectly as a result of any negligence, default or omission of the Operator or its employees or/and agents.

#### 22.3. **Non-Compliance with Laws**

Without prejudice to the generality of **Clause 20**, the Operator shall indemnify and hold NOIDA harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against NOIDA by reason of the failure of the Operator to comply fully with all clearances save to the extent such failure was caused by the negligence, default or omission of NOIDA or its employees and/or agents.

#### 22.4. **General Indemnity**

Subject to the exclusions and limitations of liability in this clause, the Operator shall indemnify and hold NOIDA harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by NOIDA arising whether directly or indirectly as a result of the breach by the Operator of any of the Operator's obligations under the Bus Operators Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the negligence, default or omission of NOIDA or its employees and/or agents.

Notwithstanding the occurrence of the Termination Date, the Operator shall indemnify and hold NOIDA harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by NOIDA under Clause 15.4 of the Agreement

### 23. **INSURANCE**

#### 23.1. **Operator's Insurance**

The Operator (at its own cost during the Term) shall effect and maintain in full force and effect policies of insurance in respect of claims for personal injury to or death of any person employed by the Operator and arising out of such employment, third party liability insurance and such other insurances (including but not limited to workers compensation, employer's liability and commercial general liability) as may be required by Applicable Law or prudent utility practices.

#### 23.2. **General Requirements of Operator's Policies**



The Operator shall:

- a. Whenever required by NOIDA, produce the policies or certificates of any insurance which it is required to effect under the Bus Operators Agreement together with receipts for the premiums;
- b. Effect all such insurances with an insurer and on terms approved by NOIDA and, if required by NOIDA, in the joint names of NOIDA and any other person nominated by NOIDA;
- c. Without prejudice to the generality of above paragraph procure that each policy of insurance contains a clause in terms approved by NOIDA providing that it shall not as against NOIDA (and such others as NOIDA may reasonably require to be a named party to the insurance) be invalidated by any act, breach, omission, neglect or failure of the Operator or, in the case of such others, by the Operator or NOIDA;
- d. procure that each policy of insurance contains a clause under which the insurers waive subrogation rights against NOIDA, its contractors (other than the Operator), their respective affiliates and any employee of any of them and such others as NOIDA shall reasonably nominate;
- e. procure that each policy of insurance contains a clause providing that if the policy is cancelled, or allowed to lapse or suspended for any reason whatsoever, or any change is made in coverage which adversely affects the interests of NOIDA (and such others as NOIDA shall reasonably specify) such cancellation, lapse, suspension or change shall not be effective as to NOIDA (and such others as NOIDA shall reasonably specify) for not less than one month after receipt by NOIDA (and such others as NOIDA shall reasonably specify) of written notice from the relevant underwriters or insurers of such cancellation, lapse, suspension or change;
- f. make no material alterations to the terms of any such insurance without NOIDA's approval; and
- g. Procure that each policy of insurance is primary without right of contribution from any other insurance which is carried by NOIDA or the Operator (or such others as NOIDA shall reasonably specify).

### 23.3. **Compliance with Policies**

The Operator shall comply with the conditions of any insurance policy to be affected under the Bus Operators Agreement and shall not at any time do or omit to do anything whereby any insurance taken out under the Bus Operators Agreement would be rendered void or voidable or suspended, impaired or defeated in whole or in part.

### 23.4. **Remedies for Failure to Insure**

If at any time and for whatever reason any of the insurances required to be maintained pursuant to **Clause 21.2** shall not be in full force and effect, then, without prejudice to any other right of NOIDA, may at any time whilst

such failure is continuing, procure such insurances at the expense of the Operator and take such steps with respect of such insurances as NOIDA may consider expedient or necessary. Any amounts expended by NOIDA in procuring any such insurance or taking any such steps shall become immediately due and payable by the Operator to NOIDA.

#### **23.5. Notification of Claims**

NOIDA and the Operator shall give each other prompt notice of any claim relating to any insurance affecting the Project Facilities and Buses together with full details of the incident giving rise to such claim and shall afford to the other all such assistance and information as may be reasonably required for the preparation and negotiation of insurance claims.

#### **23.6. No Breach of Insurance Obligation**

If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, the Operator shall not be deemed to be in breach of its obligations regarding insurance under the Bus Operators Agreement.

### **24. DISPUTE RESOLUTION PROCEDURE**

If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Bus Operators Agreement, or the rights, duties or liabilities of any Party under the Bus Operators Agreement, whether before or after the termination of the Bus Operators Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

In the event the dispute or difference or claim, as the case may be, is not resolved, as evidenced by the signing of the written terms of settlement by the Parties, within 30 (thirty) days of reference for amicable settlement, the same shall be brought to the notice of Chief Executive Officer, **New Okhla Industrial Development Authority, Sector-6, Noida**, whose decision in this regard shall be final and binding on both the Parties.

### **25. GOVERNING LAW & JURISDICTION**

The Bus Operators Agreement shall be construed and interpreted in accordance with and governed by the law of India, only the courts in NOIDA shall have jurisdiction to try all disputes and matters arising out of an under the Bus Operators Agreement.

### **26. SCHEDULES**

All schedules and other explanatory details attached to this Agreement or such terms and conditions as set forth in this RFP or that may subsequently be provided to bidder(s) in documentary form by or on behalf of the NOIDA/Regulator shall be deemed to be a part of this Agreement.

## **27. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of Term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery/recognized international courier, mail, telex or facsimile and delivered or transmitted to the parties at their respective addresses set forth below:

To NOIDA:

**OSD, City Bus Operations,  
NOIDA Traffic Cell,  
Administrative Complex,  
Sector-6 Noida-201301  
Email:osdntc@gmail.com  
Mobile:8860084118**

To the Operator:

or at such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

## **28. COUNTERPARTS**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

## **29. ASSIGNMENT**

- a. Subject to Sub-Clause (b) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- b. The Parties hereby agrees that Operator does not have any right, title or interest over the Buses or any other Project Facilities provided by NOIDA or procured for and on behalf of NOIDA.
- c. The Operator cannot create any form of Encumbrance in favour of any third party on the following:
  - i. On any Buses or Project Facilities provided by NOIDA;
  - ii. On any asset in relation to the Project that has been procured for and on behalf of NOIDA; and
  - iii. Land that belongs to NOIDA and has been provided by NOIDA to the Operator for the purposes of the Project.

### **30. NO PARTNERSHIP**

Nothing herein contained shall be construed to constitute a partnership between NOIDA and Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

### **31. SEVERABILITY**

- a. If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.
- b. The Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted, as nearly as is practicable, to such invalid, illegal and unenforceable provision.
- c. Provided failure to agree upon any such provisions shall not be subject to the dispute resolution procedure under this Agreement or otherwise.

### **32. REPRESENTATION AND WARRANTIES**

#### **32.1. Representation and Warranties of NOIDA**

NOIDA hereby represents, assures, confirms and undertakes to the Operator as follows:

- a. That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;
- b. That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances and followed all the procedure required to authorise the execution, delivery and performance of this Agreement;
- c. Nothing in this Agreement conflicts with its constitutional mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d. All approvals and permissions as are necessary for the execution of this Agreement have been obtained and all the required procedure for the due execution of this Agreement have been adhered to and further that this Agreement will be valid, legal and binding against it under the Indian Law.

#### **32.2. Representation and Warranties of Operator**

Operator hereby represents, assures, confirms and undertakes to NOIDA as follows:

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

- b. That it has full power, capacity to execute, deliver and perform this Agreement and has taken all necessary Applicable Clearances (corporate, statutory or otherwise) to authorise the execution, delivery and performance of this Agreement;
- c. The each of its employees, workmen, personnel and staff (including sub-contractor) assigned to perform services as enshrined in this Agreement shall have proper skill, training and background for his/her level of competence so as to be able to perform and fulfill his/her responsibilities in a competent and professional manner. Further, all remuneration, salary, costs and expenses of such employees, workmen, personnel and staff shall be borne solely by the Operator;
- d. Nothing in this Agreement conflicts with its memorandum and articles of association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- e. This Agreement will be valid, legal and binding against it under the Indian Law.

### **33. MISCELLANEOUS**

#### **33.1. Amendments**

No amendment or modification or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties there from, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorised representative especially empowered in this behalf and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

#### **33.2. Language**

The language of this Agreement is English. All notices, correspondence, Project Agreements, documentation, Specifications and Standards, data, test reports, certificates and information in respect of this Agreement shall be in the English language. All other written and printed matter, communications, documentation, proceedings and notices etc. pursuant or relevant to this Agreement shall be in the English language.

#### **33.3. Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

#### **33.4. Further Assurances**

At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Agreement.

**33.5. Interest and Right of Set Off and Lien**

Any sum which is due and payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same is not paid within the time allowed for payment thereof, be deemed to be a debt owed by the Party responsible for such payment to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate specified herein, and if not specified at the rate of **SBI** PLR plus 2% (two percent) per annum, from the due date and until the date of payment or otherwise realisation thereof by the Party entitled to receive the same. Without prejudice to any other right or remedy available under this Agreement or under law, the Party entitled to receive such amount shall also have the right of set off.

Provided this provision for payment of interest for delayed payment shall not be deemed or construed to (i) authorise any delay in payment of any amount due by a party or (ii) be a waiver of the underlying breach of the payment obligations.

Provided further, in the event any sums whatsoever are due and owing to NOIDA from the Operator/transferees under this Agreement, NOIDA shall have the sole and absolute right to recover the same by appropriating such dues from the Performance Guarantee.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement by their duly authorised representative on the date first above written:

**SIGNED ON BEHALF OF NOIDA**

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

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

**SIGNED ON BEHALF OF**

**Operator** by the hand of its  
authorized representative

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

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Designation)

# SCHEDULES

**SCHEDULE-1**

**TENTATIVE ROUTES**

List of tentative routes to be operated under this contract are as follows. These routes are tentative and final routes would be given to the operator at the time of signing the agreement.

	<b>Sr. No.</b>	<b>Route No.</b>	<b>Routes</b>	<b>Length</b>	<b>Required Buses (Fleet)</b>	<b>Frequency</b>
Intercity: Noida- Greater Noida Connectivity	1	103A	Botanical Garden, Noida to Ecotech I Extension, Greater Noida via Noida-Greater Noida Expressway	29.9	7	30
	2	103B	Botanical Garden, Noida to Knowledge Park II, Greater Noida via Noida-Greater Noida Expressway, Pari chowk	31.8	7	30
	3	104A	Sec. 12-22 circle, Noida Ecotech I Extension, Greater Noida via DSC Road, Greater Noida Authority office.	34.2	8	30
	4	104B	Sec. 12-22 circle, Noida to Ecotech I Extension, Greater Noida via DSC Road, Knowledge Park II, AWHO	33.3	8	30
			<b>Total</b>		<b>30</b>	
Intracity: Within Greater Noida	5	201	Outer Ring Route: Greater NOIDA Depot – Greater Noida Depot via University, KP II	26.8	9	20
	6	202	Inner Ring Route: KP II – KP II via Achher, AWHO, KP II, Authority	14.7	7	15
	7	205	Elliptical Ring Route: Sigma 1 – Sigma 1 via Pari chowk, Tugalpur chowk, 105 M wide alpha road	16.5	4	30
			<b>Total</b>		<b>20</b>	
Intracity: Within Noida (Main)	8	301	Outer Ring Route_Noida 1:NIB chowk sec 62 to NIB Chowk Sec-62 via Labour chowk, Sec. 12-22 circle, Noida Authority, Sec. 15, 16, 18 metro station, Nithari , city centre, Mamura	26.2	12	15
	9	302	Outer Ring Route_Noida 2:Noida City Centre - Noida City Centre via Golf course, Amity, Sultanpur village, Bhangel, Barola,	18	8	15
	10	303	Inner Ring Route:Model Town Chowki to Model Town Chowki via Fortis, Mamura, Atta, Rajnigandha chowk, Sec. 12-22 circle, Labour chowk	20.7	10	15
			<b>Total</b>		<b>30</b>	
Intracity:	11	M1	Sec. 15 & Sec. 16 Metro Station	7.7	6	10



	<b>Sr. No.</b>	<b>Route No.</b>	<b>Routes</b>	<b>Length</b>	<b>Required Buses (Fleet)</b>	<b>Frequency</b>
Within Noida (Metro Feeder)	12	M3	Sec. 18 & Botanical Garden Metro Station	7.1	6	10
	13	M5	Golf Course & Noida City Centre Metro Station	9.2	8	10
			<b>Total</b>		<b>20</b>	
			<b>Grand Total</b>		<b>100</b>	

**SCHEDULE-2**  
**BUS SPECIFICATIONS**

- 1.1 The specification covers the design, manufacture, supply, testing, commissioning and maintenance of a city bus for operation on Noida roads. The bus design shall be energy efficient, environmentally friendly, and safe and shall meet the following standards:
- (I) Excellent passenger comfort
  - (II) Ergonomically designed driver's work area
  - (III) Ease of repair and maintenance
  - (IV) Aesthetically designed interiors and exteriors
  - (V) Ease of boarding and alighting for all passengers
  - (VI) Ease of accessibility to persons with disabilities
- 1.2 The bidder shall comply with all applicable Central, State and local laws (including Acts, & Regulations).
- 1.3 The bus shall meet all latest applicable Central Motor Vehicles Rules (CMVR) of India/ Govt. Safety Norms, Emission & other norms applicable at the date of manufacture.
- 1.4 The buses shall have the provision for fitting the ITS equipments like GPS units, Passenger Information Systems, public announcement systems etc.
- 1.5 These are tentative specifications; bidders can suggest their suggestions at the pre bid level. NOIDA reserves the right to finalize the specifications post receipt of suggestions from the bidders.

**Tentative Bus Specifications- UBS- 1**

<b><u>Sl No.</u></b>	<b><u>Parameters</u></b>	<b><u>Details</u></b>	<b><u>Recommended Specifications</u></b>	
			<b>Standard Bus( Type I Bus as per AIS 052 )</b>	<b>Midi Buses</b>
1	Doors	Minimum Width of Service Doors	1. At least one door will be 1200 mm ( to facilitate easy access for physically challenged persons) and the other door could be 650mm  2. Doors mandatory  3. Type of Door opening :	Mini 650mm Midi 800 mm ( length 8 m)  Layout to maximise the standee passenger  Doors mandatory  Type of Door opening :  Preferably in swinging

<u>SI No.</u>	<u>Parameters</u>	<u>Details</u>	<u>Recommended Specifications</u>	
			<b>Standard Bus( Type I Bus as per AIS 052 )</b>	<b>Midi Buses</b>
			Preferably in swinging	
2	Windows	Minimum Width of Windows (clear vision zone)	550 mm	450 mm
		Minimum Height of Windows	550 mm	450mm
		Type of Window	The window panes shall be sliding type for all buses except AC buses. In AC buses there shall be provision for adequate ventilation in case of AC failure	The window panes shall be sliding type for all buses except AC buses. In AC buses there shall be provision for adequate ventilation in case of AC failure
3	Guard Rails		<ul style="list-style-type: none"> <li>- All School buses shall be provided with minimum of two guard rails</li> <li>- The first guard rail shall be provided at a height of 75 mm from the lower window sill</li> <li>- The distance between two guard rails shall be 75 to 100 mm.</li> <li>- Guard rail for other types of buses may not be provided if the lower edge of the window sill is at least 200 mm above the uncompressed top of the seat cushion</li> <li>- Guard Rails are not applicable for ACX buses</li> </ul>	<ul style="list-style-type: none"> <li>- All School buses shall be provided with minimum of two guard rails</li> <li>- The first guard rail shall be provided at a height of 75 mm from the lower window sill</li> <li>- The distance between two guard rails shall be 75 to 100 mm.</li> <li>- Guard rail for other types of buses may not be provided if the lower edge of the window sill is at least 200 mm above the uncompressed top of the seat cushion</li> <li>- Guard Rails are not applicable for ACX</li> </ul>

SI No.	Parameters	Details	Recommended Specifications	
			Standard Bus( Type I Bus as per AIS 052 )	Midi Buses
				buses
4	Emergency Exits	No. of Emergency Exits & Dimension(min.)	At least 1 Emergency doors/ Exits or apertures Dimension –1250 mm x 550 mm (for emergency window – - min 4000 cm2	At least 1 Emergency doors/ Exits or apertures Dimension –1250 mm x 550 mm (for emergency window - - min 4000 cm2
5	Steps	Maximum Height of first step from ground	400 mm	400 mm
		Maximum Height of Other Steps	250 ( 300 if door behind rear axle) mm max for Type – I	250 ( 300 if door behind rear axle) mm
6	# Maximum Floor Height	The floor height shall be measured at any one of the service doors of the vehicle in unladen condition ( reference point to be specified by the manufacturers)	650 mm ( 35 % of total floor area min. ) or 400 mm ( 35 % of total floor area)	650 mm in the entrance area (35 % of standee area of floor area)
7	Gangway	Minimum Height	1650 mm	1750 mm (for standee) 1500 mm (for non-standee)
		Minimum Width	450 mm	450 mm 300 mm (for non standee)
8	Seats	Seat Layout	1x 1 or 2x0 in low floor area 2x2 in the higher floor area	2 x 1 2x2 (for non-standee bus)
		Seating Area/Space Per Passenger (Total Width X Depth)	400x350 mm (AIS 052)	400x350 mm (AIS 052)
		Seat spacing ( AIS 023 )	650 mm - Type I	As per AIS 023
9	Destination Board	Minimum No. of Destination Board in line with AIS 052	Min. Height of Destination Board: 220 mm Min. width of Destination Board : 1800 mm for front & 650 mm for rear and service door side. – Location front top left	Min. Height of Destination Board: 220 mm Min. width of Destination Board : 800 mm – Location front top left hand corner

SI No.	Parameters	Details	Recommended Specifications	
			Standard Bus( Type I Bus as per AIS 052 )	Midi Buses
			hand corner	
		Illumination of destination board	Required	Required
		Internal Destination Board	Required	Required
10	Pad Material		In line with AIS 052 : preferably no padding (plastic moulding seats )	In line with AIS 052 : preferably no padding (plastic moulding seats )
11	Upholstery		In line with AIS 052 : preferably no padding (plastic moulding seats )	In line with AIS 052 : preferably no padding (plastic moulding seats )
12	Other Features	Headrest	Not required	Not Required
		Stanchion	As per ECE R 36 ( AIS 046 to be aligned)	As per ECE R 36 ( AIS 046 to be aligned)
		Seat Arm	Not required	Not Required
		Magazine Pouch	Not required	Not Required
		Individual Seat Row Fans	Not required	Not Required
		Air Conditioning	Optional	Optional
		Reading Lights	Not required	Not required
		Cabin Luggage Carrier	Not required	Not required
		Audio visual system in line with AIS 052	Required	Required
13	Standing Capacity		To be determined on the basis of seat layout as per the bus code	
14	Sitting / Standing Ratio		Not required	Not Required
15	Power Steering		Required	Required
16	Transmission i.e. Automatic / Manual		<i>Automated manual gear shift / power assisted gear shift / automatic transmission / manual-Optional</i>	<i>Automated manual gear shift / power assisted gear shift / automatic transmission / manual-Optional</i>
17	Seat Belts Requirement		Not required other than driver	Not required other than driver

SI No.	Parameters	Details	Recommended Specifications	
			Standard Bus( Type I Bus as per AIS 052 )	Midi Buses
18	Anti Lock Breaking System (ABS)		Not required	Not required
19	Suspension type for Front / Rear		Air suspension (In BRT buses the level of floor should be same irrespective of load using any technology )	Normal suspension
20	Acceleration		Acceleration – 1 m/sec/sec in full load (Max for passenger, min for design) 0-30 kmph in 10 sec or less Max Speed : 30-90 kmph	Acceleration – 1 m/sec/sec in full load (Max for passenger, min for design) 0-30 kmph in 10 sec or less Max Speed: 30-90 kmph
21	Engine Location		Optional ( can be decided by the manufacturer)	Optional ( can be decided by the manufacturer)
22	Side Facing Seats		Optional	Optional
23	Door Closing Requirements for Bus Movement		<b>Mandatory</b>	<b>Mandatory</b>
24	Fire Extinguisher		Required	Required
25	Gear Shifting Position	Column / Floor	Column or floor	Column or floor
26	Kneeling requirements		Optional (where provided, kneel down height – 200 mm)	Not required
27	Approach Angle (Min)		Min. 80	Min. 80
28	Departure Angle(Min)		Min. 80	Min. 80
29	Passenger Compartment Internal Height (Rear Axle Floor Area)		1650 mm in non low floor area (1700 mm in case of rear saloon area of Rear Engine bus)	1750 mm (for standee) 1500 mm (for non standee)
30	Type of Floor	Sloping / Plain	Sloping or plain (Plain – not applicable to low floor buses)	Sloping or plain (Plain – not applicable to low floor buses)

SI No.	Parameters	Details	Recommended Specifications	
			Standard Bus( Type I Bus as per AIS 052 )	Midi Buses
31	Steps on Floor	Yes / No	optional	Optional
32	Maximum Floor Slope		Max. 6% ( As per AIS 052)	Max. 6% ( As per AIS 052)
33	Low Floor Area	(% of total floor area)	35 %	35 %
34	Floor Surface		Anti Skid floor surface	Anti Skid floor surface
35	Requirement for passenger with limited mobility	Wheel Chair Anchoring	In bus with 400 mm floor height	Not required
		Priority Seats	At least 2	At least 2
		Stop Request	On every pillar	On every pillar
		Manual Ramp	1. Required for bus with 400 mm floor height 2. For 650 mm floor height ramp required to enable wheel chair entry from BRT station at 400 mm platform	For 650 mm floor height ramp required to enable wheel chair entry from BRT station at 400 mm platform
36	Life cycle Requirements	Drive Train & Body Structure	Life of bus – 10 years or as mandated by local legislation -AMC by Manufacturers / as per manufacturer's recommendations - Refurbishing of body every 5 years - Change of drive train at 500, 000 km	Life of bus – 10 years or as mandated by local legislation -AMC by Manufacturers / as per manufacturer's recommendations - Refurbishing of body every 5 years - Change of drive train at 500, 000 km
37	ITS Related Requirements	Ticketing	Bus architecture should be compatible with ITS	Bus architecture should be compatible with ITS
		Smart Card	Required	Required
		Passenger Information	Required (Audio-visual)	Required (Audio-visual)
		Vehicle Tracking Systems	Bus architecture should be compatible with vehicle tracking system	Bus architecture should be compatible with vehicle tracking system
38	Lighting		(Fog lamp to be categorically provided in Northern region buses ) As per AIS 052	(Fog lamp to be categorically provided in Northern region buses ) As per AIS 052

<b>SI No.</b>	<b>Parameters</b>	<b>Details</b>	<b>Recommended Specifications</b>	
			<b>Standard Bus( Type I Bus as per AIS 052 )</b>	<b>Midi Buses</b>
39	Crashworthiness Requirements		As per CMVR	As per CMVR
40	Warning Triangle		As per CMVR	As per CMVR
41	Driver's working space		As per Bus Body Code AIS:052	As per Bus Body Code AIS:052
42	Rear View Mirrors		As per Bus Body Code AIS:052	As per Bus Body Code AIS:052
43	Safety Glass		As per CMVR	As per CMVR



### **SCHEDULE-3**

#### **Detailed Bus specifications to be filled by Service Provider**

**(All Bidders are required to submit it with online Technical Bid for all type of buses)**

The Bidders are also expected to furnish detailed information about the specifications of the bus for which the price per kilometer is being quoted and the fleet size for which such a bid amount is valid as per the Format given in tentative specifications (above mentioned format). The bidders are required to upload the same as part of the online technical bid.

## SCHEDULE 4

### FORMAT FOR PERFORMANCE GUARANTEE

(To be issued by a Scheduled Bank)

**(On a Non-Judicial Stamp Paper as per value applicable)**

**THIS DEED OF GUARANTEE** executed on this the ----- day of --- at ----by -----  
(Name of the 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 NEW OKHLA INDUSTRIAL DEVELOPEMENT AUTHORITY**, having its registered office at **Gautam  
Budh Nagar**, hereinafter referred to as **NOIDA**, which expression shall unless it be repugnant to the subject  
or context thereof include successors and assigns.

- A. By the Bus Operators Agreement dated ----- (“the Operator Agreement”) entered into  
between NOIDA and M/s. \_\_\_\_\_, having its registered office at -----, hereinafter  
called “**the Company**”, the Company has been allotted responsibility for operation and  
maintenance of 100 number of buses on the routes specified by NOIDA, under the City Bus Service  
project.
- B. In terms of Clause [ ] of the Request for Proposal (RFP) Document, the Company is required to  
furnish to NOIDA, an unconditional and irrevocable bank guarantee for an amount of **Rs. \_\_\_\_\_**  
(Rupees \_\_\_\_\_ only) for the city of \_\_\_\_\_ as security for performance/ discharge of its  
obligation under the Operators Agreement (“Performance Security”).
- C. At the request of the Company, the Guarantor has agreed to provide the Guarantee, being these  
presents guaranteeing the due and punctual performance/ discharge by the Company of its  
obligations under the Bus Operator’s Agreement.

#### **NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- (1) The capitalized terms used herein but not defined shall have the meaning assigned to them  
respectively in the Operator’s Agreement.
- (2) The Guarantor hereby guarantees the due and punctual performance by the Company of all its  
obligations under the Operator’s Agreement and accepts that the decision of the NOIDA, in this  
behalf shall be final, conclusive and binding on the Guarantor.
- (3) The Guarantor shall, without any protest or demur and merely on a demand by NOIDA, pay to  
NOIDA sums not exceeding in aggregate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), within

five (5) days of receipt of a written demand therefore from NOIDA stating that the Company has failed to meet its performance obligations under the Operator's Agreement. The Guarantor shall have no obligation to go into the veracity of any demand made by NOIDA and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.

- (4) In order to give effect to this Guarantee, NOIDA 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 Operator's Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by NOIDA or any indulgence shown by NOIDA to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by NOIDA or any indulgence shown by NOIDA provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
- (5) This Guarantee shall be absolute, unconditional and irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations hereunder.
- (6) This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.
- (7) The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.
- (8) The jurisdiction in relation to this Guarantee shall be the Courts at NOIDA and Indian law shall be applicable.
- (9) This Guarantee shall be released or discharged only by an express release letter issued by NOIDA.
- (10) The Guarantor hereby agrees that without the concurrence of the Guarantor, the Parties to the Operator's Agreement shall be at liberty to vary, alter or modify the terms and conditions of the Operator's Agreement and further agrees that its liability under this Guarantee shall in no manner be affected by such variation etc.
- (11) The Guarantor agrees that time is the essence of this Guarantee.
- (12) To give effect to this Guarantee, NOIDA may act as though the Guarantor were the principal debtor to NOIDA. NOIDA shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the Company. The postponement of action

against the Company shall be a matter of the sole discretion of NOIDA and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to NOIDA and the realizations from the Company's assets can be postponed by NOIDA till after the recovery of the amounts claimed or demanded from the Guarantor.

- (13) A certificate in writing signed by a duly authorized official of NOIDA shall be conclusive evidence against the Guarantor of the amount for the time being due to NOIDA from the Company in any action or proceeding brought on this Guarantee against the Guarantor.
- (14) This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with NOIDA by the Company and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to NOIDA under the Operator's Agreement.
- (15) The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor further represents that all regulatory approvals, permits and authorisations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
- (16) The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarantee
- (17) Any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or its successors or assigns, as the case may be.

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

Signed and delivered by the above named \_\_\_\_\_ Bank by its Authorised Signatory as authorised by Resolution/Regulation/Decision of its Regional Board/Central Board in accordance with the decision/resolution passed on \_\_\_\_\_

Authorised Signatory

In the presence of:

- 1.
- 2.

**NOTE: The Word Company may be replaced with word/ phrase which purports and reflects the entity**

**SCHEDULE-5**

**STANDARDS OF SERVICE FOR BUS OPERATIONS**

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

<b>SN</b>	<b>Quality Parameter</b>	<b>Formula</b>	<b>Specified Service Quality Level</b>
1	Fleet utilization/ Assured Fleet Availability	$\frac{\text{No. of buses operated} \times 100}{\text{No. of buses scheduled}}$	Bidders are required to make available a fixed proportion of the each type of Contracted Buses upon the during the term of operation of any Lot of the Contracted Buses, for maintaining continued and uninterrupted operations of Bus Services. It shall also be termed as Assured fleet Availability. Assured fleet availability for all type of buses shall be 93% of each Lot of Contracted Buses on a shift basis from 1- 3 years, of the Contract Period, and 90% thereafter up-to the end of the Contract Period for each Lot of Contracted Buses. (“Assured Fleet Availability”); Authority reserves the right in its sole discretion to allow the Operator to change the requirement of the Assured Fleet Availability for a particular

SN	Quality Parameter	Formula	Specified Service Quality Level
			Lot of Contracted Buses in writing
2	Bus utilization	$\frac{\text{Kms operated by all buses}}{\text{Total no. of buses held}}$	As per the schedule give by NOIDA
3	Reliability of buses	$\frac{\text{Total no. of breakdowns} * 10000}{\text{Total Kms operated}}$	Less than 3
4	Safety of operations	$\frac{\text{No. of accidents} * 100000}{\text{Total Kms operated}}$	Preferably none
5	Punctuality ( adherence to the Time Schedule )	$\frac{\text{No. of trips on time at start} * 100}{\text{Total no. of trips operated}}$	98 or better
6	Cleanliness of buses	$\frac{\text{No. of buses observed or reported dirty} * 1000}{\text{Total no. of bus trips operated}}$	Nil
7	Non Stoppage at Designated Points	$\frac{\text{No. of Stops where the bus stopped} * 100}{\text{Total number of stops on the route}}$	NIL
8	Non- Completion of entire trip	$\frac{\text{Total km operated per trip} * 100}{\text{total route length}}$	NIL

## SCHEDULE-6

### PENALTIES

Sr. No.	Description	Fine per violation per bus per day (in Kms)
<b>1</b>	<b>Bus related defaults / deficiencies</b>	
a)	Discoloration, alteration of the bus colour scheme, logo, peeling off of paint, non painting of any repaired work inside the bus etc prescribed by NOIDA	20km
b)	Unclean*, dirty bus outside or inside at the start of the trip	20 km
c)	Driving with a Defective Number Plate	10 km
d)	Air conditioning not upto specified temperature range and to the satisfaction of NOIDA	20 Km
e)	Driving defective buses (mechanical, electrical and major assemblies)	15 km
f)	Breakdowns above the specified limits.	
<b>2</b>	<b>Bus driver* related defaults / deficiencies</b>	
a)	Not operating, causing it to not operate any passenger information system, gadgets, devices etc	10Km
b)	Non-operating pneumatic doors, operating buses with open doors, hanging passengers/conductors etc	15Km
c)	The driver is not carrying a proper driving license	20Km
d)	Driver is not wearing the uniform	20km
<b>3</b>	<b>Bus Operators and or bus operation related deficiencies / defaults</b>	
a	Cancellation of daily operations/ Trip.	
a)	Deviating from route/trips issued by NOIDA or its authorized representative time to time	15Km
b)	Deviating from schedules/ time table/dwell time issued by NOIDA or its authorized representative time to time	10 km
c)	Not taking corrective action on repeated occurrence of vehicle (including Breakdowns) and or driver related deficiencies (occurrence of a deficiencies	25Km (or eligible for action under

Sr. No.	Description	Fine per violation per bus per day (in Kms)
	more than 3 times in a month shall be termed as repetitive)	termination clause)
d)	Not issuing complaint book to the complainant for recording any complaint/suggestions etc Loss of, damage of, tempering with the recordings in the complaint book and or the complaint book and or not informing/delayed informing NOIDA about the complaints/suggestions	15Km
e)	Not submitting delaying submission of the requisite inspection and certification documents periodically front the agreed agency	15km
f)	Any damage to the fixed infrastructure like railing, street lights, terminals, parking places etc during the operation	Get it repaired by the operator/ As per actual cost of replacement to the satisfaction of NOIDA
g)	Any damage to the bus stops during the operation	20 km and Get it repaired by the operator/ As per actual cost of replacement to the satisfaction of NOIDA
<b>4</b>	<b>Bus Operations related defaults or deficiencies</b>	
a)	In case of 1 <sup>st</sup> fatal accident	500km (in addition to prevailing law)
b)	In case of 2 <sup>nd</sup> fatal accident and there off	700km (in addition to prevailing law)
c)	Non Completion of trips	100km
d)	Fleet utilization below as mentioned in Schedule-5 per bus per day	150 km
g)	Non Stoppage at Designated Points	50 Km



**SCHEDULE 7**

**INVOICE PRO FORMA**

Operator Name:								
Address:								
<u>INVOICE- Per forma</u>								
The OSD, NOIDA Traffic Cell, NOIDA			Invoice No. : Date : dd/mm/yyyy Terms of Payment : Kilometer Basis					
No.	Bus Number	Last Recorded Kilometers	Current Recorded kilometers	Balance	Per Km Rate	Amount (IN INR)	Adjustments (if any)	Net Amounts (In INR)
1								
<b>TOTAL (Inclusive Service Taxes)</b>								