

**REQUEST FOR QUALIFICATION CUM PROPOSAL
(RFQ cum RFP)**

To

**PROVIDE & OPERATE
PASSENGER TRANSPORT SERVICES -- INTER-CITY
AND INTER- STATE (PICS)**

for

**U.T. ADMINISTRATION OF 'DAMAN & DIU' AND 'DADRA
& NAGAR HAVELI' (DD&DNH)**

Under

**BUY, OWN, OPERATE AND MAINTAIN (BOOM)
SCHEME
ON PRIVATE PUBLIC PARTNERSHIP (PPP)**

**THE "PICS" PROJECT
AUGUST, 2016**

Issued by
**OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION OF DAMAN & DIU AND DADRA
and NAGAR HAVELI LTD (OIDC).
(A Govt. Undertaking)**

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Request for Qualification & Proposal (RFQ-cum-RFP) for induction of Bus Provider and Operator (PO) for providing Passenger Transport Services -- Inter-City and Inter- State (PICS) in Union Territories of Daman & Diu and Dadra & Nagar Haveli (DD&DNH) On Buy–Own–Operate and Maintain (BOOM) basis under the “PICS Project” of OI DC, A Government Undertaking

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A: Disclaimer

This RFQ cum RFP is being issued by the Managing Director, Omnibus Industrial Development Corporation Ltd (M.D, OI DC) - a Government Undertaking, U.T Administration of DD&DNH, Daman organization, for inviting tenders to induct Bus Provider(s) and operators for provision of Passenger road transport services for Inter-City and Inter-State (shortly PICS) on Buy–Own – Operate and Maintain (BOOM) basis on such terms and conditions and for achievement of the Aims & Objectives of “PICS Project (inclusive of tourist transport services)” set forth in this RFQ cum RFP or that may subsequently be provided to Bidder(s).

The information contained in this Request for Qualification cum Proposal ("RFQ cum RFP") document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of M.D., OI DC or the OI DC, or any of their representatives, employees or advisors (collectively referred to as "M.D., M.D., OI DC Representatives"), is provided to Bidder(s) on terms and conditions set out in this RFQ cum RFP Document and any other terms and conditions subject to which such information is provided.

This RFQ cum RFP Document is not an agreement and is neither an offer nor an invitation by OI DC Representatives to any other party. The purpose of this RFQ cum RFP Document is to provide the bidders with information to assist formulation of their proposals for this RFQ cum RFP Document. While RFQ cum RFP has been prepared in good faith with due care and caution, M.D., OI DC, or OI DC or any of its employees, advisors or consultants do not accept any liability or responsibility for accuracy, reasonableness or completeness of information, or for any errors, omissions or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the “PICS Project”.

This RFQ cum RFP Document may include statements, which reflect various assumptions and assessments arrived at in relation to the Scheme. Such assumptions and statements, in this RFQ cum RFP Document do not purport to contain all the information that each Bidder may require. This RFQ cum RFP Document may not be appropriate for all persons, and it is not possible for OI DC Representatives to consider investment objectives, financial situation and particular needs of each and every bidder who reads or uses this RFQ cum RFP Document. The assumptions, assessments, information and statements contained in this RFQ cum RFP document may not be accurate, adequate and complete and each bidder should conduct its own enquiries and analysis, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFQ cum RFP Document, and obtain independent advice from appropriate sources.

No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which this RFQ cum RFP may be based. Liability therefore, if any, is hereby expressly disclaimed. M.D., OI DC / OI DC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ cum RFP as per its requirements.

Bidder should carefully examine and analyze the RFQ cum RFP and bring to the notice of M.D., OI DC any error, omission or inaccuracies therein that are apparent and to

carry out its own investigation with respect to all matters related to the "PICS Project", seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the PICS.

OIDC, its representatives, employees and advisors make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP document or otherwise, including accuracy, reliability or completeness of RFQ cum RFP document and any assessment, assumption or information contained therein or deemed to form part of this document or in any material on which this RFQ cum RFP is based or with respect to any written or verbal information made available to any bidder or its representative(s).

B. An overview of the Transport System in DD&DNH

B1. Brief Background of PICS–w.r.t. following amongst others

- 1.1. Daman, Diu and Dadra & Nagar Haveli are tourists centered places known for its forts, beaches, churches etc. The traditional culture of the Portuguese still exists. Daman and Dadra & Nagar Haveli are also industrial places as they are connected to Mumbai and Gujarat
- 1.2. Union Territories of Daman, Diu and Dadra & Nagar Haveli (DD & DNH) have a total population of six lakhs and are spread over an area of nearly 600 square kilometers. Population of Daman and Diu is 2,42,911 and 21,576 respectively and that of Dadra & Nagar Haveli is 3,42,853

Sr.No.	Location	Area in sq. km.	Population
1	Daman	72	2,42,911
2	Diu	40	21,576
3	Dadra & Nagar Haveli	487	3,42,853
4	Total	599	6,07,340

- 1.3. Transport plays a vital role in economic and social development of the region. Road transports, a predominant mode with a network spread over entire area, is the most important mode for inter-city and inter-regional movement and forms the backbone of passenger mobility system. It is also the most economic and convenient mode for short and medium haul traffic. Passenger transport systems that are available for general public in DD&DNH are buses operated by OI DC & by private operators (POs) who along with standard buses operate mini buses, etc. OI DC & POs collectively provide inter-state, intra-state, urban and rural transport services in DD&DNH, using various types and categories of buses.

Currently Buses constitute the main mode of transport for nearly 10,95,000 passengers annually. In addition, a large number of passengers travel by other modes of road transport. With the completion of the proposed project, travel demand for public transport system is expected to register further increase.

In DD&DNH, growth rates of personalized vehicles almost followed national trend but growth of buses lagged behind national average. Consequently, bus fleet per lakh population in the Union Territory of Daman & Diu and Dadra & Nagar Haveli (DD&DNH) is only about 3 as against 55 at the national level.

- 1.4. Out of available bus fleet in DD&DNH, OI DC operates 16 buses on 12 routes,

B.2 DD&DNH Transport System –Future plans, Aims and Objectives

2.1 Aims and objectives

Following wide gap between demand and supply of buses as above and the ever increasing travel needs in the U.T. for frequent access to work, education, health, social, tourism, business and other facilities in an efficient, economic, safe, convenient and affordable manner using public passenger transport system, U.T

Administration of DD&DNH proposes to strengthen passenger road transport system by way of providing various categories of bus services on inter-city routes like Daman – Silvassa, Mumbai - Daman- Diu, and on inter- state routes connecting Diu, Daman, Silvassa etc to Mumbai, Ahmedabad, Rajkot, Shirdi, etc. OI DC plans to induct a number of buses on Public Private Partnership (PPP) basis, generally on route permit concept. Besides augmenting passenger transport services, proposed plan is also expected to create good investment / business / employment opportunities in DD&DNH for its overall progress and prosperity.

To further increase tourism and harness the vast potential for tourism in UTs, there is a need for provision of tourist transport services in each of the UTs. Accordingly, U.T Administration of DD&DNH, have entrusted this task to OI DC.

OI DC aims at significantly augmenting inter-city, inter-state and tourist bus fleets progressively over a period of time on PPP concept.

B3 The Scheme

3.1 Scheme Overview

- a. Proposed scheme inter alia requires private bus operators to Buy, Own, Operate and Maintain (BOOM) buses at their cost, collect and retain tariff generated revenues on various inter-city and inter-state routes-the scheme generally termed as ‘net cost’ based PPP system in provision of specified services. Proposed scheme also envisages operation of super deluxe air conditioned midi tourist buses in the UTs – a minimum of one bus in each of the UTs of Daman, Diu and Dadra & Nagar Haveli. Illustrative / possible route chart and schedule of operation of tourist sightseeing buses in Daman, Diu and Dadra & Nagar Haveli is available at Annexure A1.1, A1.2 and A1.3 respectively
- b. Following identification of routes, their operational schedules, route packaging, etc, OI DC would obtain necessary route permits for provision of passenger public transport services under PPP arrangement. OI DC would also get necessary endorsements of permits from related State governments / departments for interstate routes. OI DC would arrange to provide tourist service permits for the tourist buses.
- c. Bus fleet mix by private bus providers shall comprise of 12 nos. super deluxe air conditioned buses with a mix of sleeper and semi-sleeper coaches to facilitate provisioning of requisite services to persons traveling to / from DD&DNH from / to various inter-city and inter-state destinations. Bus fleet would comprise of Super Deluxe (Air conditioned Deluxe) buses – semi-sleeper with 45-50 such spaces and Sleeper coaches with 36-40 sleeper berths, and conforming to bus code (AIS 052) and other applicable rules and shall be equipped with Intelligent Transport System (ITS) gadgets etc. besides other facilities as per **Annexure D** for providing high end / value added services. Semi-low floor buses for tourist services would be super deluxe air conditioned tourist coaches 20-25 seats duly equipped with facilities as at annexure ‘D’ besides other tourist related provisions. All the buses should be of same configuration, preferably Volvo Make Super

Deluxe A.C. Buses, Model 9400 B7R 4x2 so that there may be ease in maintenance as well as interchangeability of parts / buses and maintenance of spares for the operator.

d. In case the private operator wants to ply more buses on allotted routes, OI DC will provide the operator stage carriage permits for the same.

e. For package I, two buses to ply on each route in opposite direction so as to meet the travel demand. For package II, an illustrative / possible route chart and schedule of operation of tourist sightseeing buses in Daman, Diu and Dadra & Nagar Haveli is available at annexure A1.1, A1.2 and A1.3 respectively

f. Selected operator(s) would be allowed to ply stage carriage buses on inter-city and inter-state routes, on route permit basis as per permit conditions applicable to intercity and interstate stage carriage bus operations. Routes are proposed to be clubbed in two packages – one for intercity / interstate operations and other one for tourist operations. Selected operator for “PICS project” would be given preference for provision of tourist services other things being acceptable. Minimum connectivity and operational frequency of services on the route packages would be fixed by OI DC.

g. Operations scheduling etc on allocated routes would be carried out by OI DC maintaining minimum service frequency on selected routes. Bus providers would maintain certain minimum service quality standards mainly related to comfort, regularity, reliability, safety etc of services.

h. Tariffs for inter-city and tourist buses operating in DD & DNH areas shall be fixed, structured and periodically reviewed / revised by OI DC with due approval of U.T Administration of DD&DNH as per current practice. Revision of tariffs would be undertaken on basis of variations in Wholesale Price Index (WPI), up to a maximum of 90% of variation in WPI, as an integral part of scheme to compensate bus providers for variations in cost of inputs, etc.

i. While tariffs for inter-state bus operations on sections of routes falling within DD&DNH territories would be fixed, structured, revised as above; tariffs on sections of routes falling in other states would be charged as applicable in those states from time to time.

j. While appreciating need for adequate rate of return on investment by private bus providers, OI DC / U.T Administration of DD&DNH would fix tariffs for these high end bus services operated on routes falling within DD&DNH ensuring affordability of services to users of UT / other nearby states. Tariffs are proposed to be fixed as per current practice. The scheme thus aims to provide affordability of services to commuters on one hand; it attempts to help private bus providers in achieving financial sustainability on the other hand. Bus tariffs on route sections falling in other states would be as fixed in those states from time to time.

k. Private operator would retain entire fare box revenue generated by operation of buses. Private operator would also retain revenue if any generated by displaying on-board advertisement within stipulated conditions / statues etc

l. All taxes such as passenger tax, additional passenger tax, service tax and all other taxes, rates, tolls, etc as applicable would be charged / paid as per applicable motor vehicles taxation and other acts / rules / regulations etc. as amended from time to time in DD&DNH and in any other states en-route. Taxes so collected would be deposited with concerned agencies / OI DC as decided by M.D., OI DC from time to time. A statement of all taxes etc so collected and deposited with concerned departments / state governments would be submitted to OI DC as required. Some taxes etc might have to be collected by operators and deposited with / submitted to OI DC as specified by OI DC.

m. Scheme is open to public / private companies, societies, corporate houses Joint Ventures, cooperative societies, business entity, etc, duly incorporated as a company under Companies Act 1956/2013, individual entrepreneurs having capacity to induct a fleet of minimum 12 super deluxe AC buses (preferably Volvo make, model B7R 9400 4x2) besides three super deluxe AC midi (Semi Low Floor Super Deluxe Midi Bus) tourist buses on BOOM scheme.

n. OI DC encourages bus providers for adding more buses progressively under the Scheme. In case the private operator wants to ply more buses on allotted routes, OI DC will provide the operator stage carriage permits for the same.

o. The scheme envisages implementation by affording competition 'for the market' - each package of routes being one such market, through an open and transparent bidding process. While bus providers would be free to plan and operate buses as per their own operational plans subject to approval of M.D. / OI DC / U.T Administration of DD&DNH; M.D., OI DC would prescribe minimum operational frequencies and connectivity between various origins and destinations.

p. Selection of bus operators shall be made route package-wise through a two stage three envelope transparent online bidding process. Bidders may bid for one or more packages separately indicating route-wise bids along with all fees, documents etc. Technical and financial bids shall be evaluated separately.

q. Financial bidding would be for System Management Contribution (SMC) per bus per month, for each route and the package, payable lump sum every month in advance by bus providers. Bidders would also quote SMC rates per bus km on each route to facilitate increase in monthly SMC charges per bus payable by successful bidders for any increase in services / kms operation undertaken on any of the routes with prior approval of OI DC. SMC would automatically stand revised on 1st day of April of each year on the basis of variations in Whole Sale Price Index.

r. Operation of the PPP scheme shall be under existing statutes

s. Routes and the route packages are available at Annexure A.

t. Parking and Control room in Daman, Diu and Silvassa and in other states to be arranged by the operator.

u. Liability of the buses in case of accidents has to be taken by the private operator. Besides any / all other liabilities arising out of / resulting from / related to such accidents, incidents have to be taken by the private operator.

3.2 Brief Description of the Scheme

3.2.1 Back Ground:

In Daman, Diu and Dadra & Nagar Haveli bus transport services were, till recently, operated by private operators mainly concentrating on operation of remunerative routes / trips and ignoring socially relevant but uneconomic routes / trips. Only recently OI DC commenced operation of Public Transport (PT) services in DD&DNH with a fleet of 16 midi buses. OI DC operations are currently focusing mainly on urban / short distance services.

Recently U.T Administration of DD&DNH assesses that OI DC services need to be extended to other cities and states to meet increasing passenger demand for inter-city and inter-state buses from / to various cities in DD&DNH and other states. OI DC also proposes to commence tourist bus services in each of the UTs of Daman, Diu and DNH. OI DC, after due consideration, proposes to augment its fleet of stage carriage / tourist buses on priority for operations on inter-city and inter-state routes in DD&DNH / other states and tourist services in the UTs as per details at annexure 'A', on PPP basis initially using high end buses.

3.2.2 Role of Private Sector

- i. OI DC and U.T Administration of DD&DNH have since decided to redefine scope of private sector participation in public transport system for providing efficient, economic, reliable, safe, affordable and well coordinated bus services to commuters on inter-city and inter-state routes, and for tourist services in the UTs, duly complying with provisions of applicable acts / rules / regulations etc including Motor Vehicles Act. 1988 / MV Rules etc. as amended till date. Private Operator (PO) would comply with provisions of Motor Vehicle Act. 1988 or latest, rules, permit conditions etc there under, besides other relevant statutes.
- ii. Private bus operators are expected to not only infuse investments in PT system but also operate system efficiently keeping in view interest of public transport users in related areas / services. PO would be required to mobilize finances, procure buses, develop necessary infrastructure, maintain buses and operate Stage Carriage / tourist services on allotted routes in accordance with prescribed standards and specifications, and under other applicable laws / bylaws governing such operations.
- iii. Proposed scheme inter alia requires private bus operators to Buy, Own, Operate and Maintain (BOOM) buses at their cost on identified / other routes/services allocated by OI DC. Business entities having capacity to induct a fleet of minimum 12 intercity buses of make and model indicated earlier and 3 tourist buses initially within 4 months and increasing same progressively if so required by OI DC.
- iv. POs shall induct new buses and would ensure that at no point of time any vehicle over eight (8) years of age is operated on allocated routes. The Scheme envisages to permit upto eight years' operation by selected operator, unless permit is cancelled earlier because of operator's default

and or for any other reason. Should a permit be issued for a shorter period as per applicable laws, renewal of Permits would be required, to meet obligations under this scheme, for which purpose operator would be required to approach concerned authorities through OI DC. Operator would bear all expenses for this purpose (towards issue, renewal etc of permits / agreements).

- v. M.D. OI DC proposes to invite bids, for and on behalf of OI DC, U.T Administration of DD&DNH from suitable investor operators and other interested agencies for provision of specified bus transport services to benchmarked performance standards under BOOM scheme. PO(s) would be selected through an open, transparent and competitive online bidding process.

3.2.3 Operational Routes. Bidders are required to quote for each Individual Route separately based on type of bus and for all routes as a package for each of the packages. OI DC proposes to hire one operator for each route package to service offered routes in each of the packages. For the said purpose, any bidder meeting eligibility criterion and quoting highest rate for the package of routes would be considered for selection. Operational routes are available at **Annexure 'A'**. The same are reproduced hereunder:

Sr.No.	Routes Details	Super Deluxe AC Bus of Type as per Bus Code (AIS 052)	Qty.
I	Package I		
1	Mumbai – Daman - Diu	Type IV (Sleeper)	2
2	Silvassa – Mumbai	Type III	2
3	Daman – Silvassa – Shirdi via Nashik	Type III	2
4	Daman – Surat – Vadodara - Ahmedabad	Type III	2
5	Diu – Rajkot	Type III	2
6	Diu - Ahmedabad	Type III	2
II	Package II		
7	Daman Sight Seeing (Tourist)	Type IV Midi Bus	01
8	Dadra & Nagar Haveli Sight Seeing (Tourist)	Type IV Midi Bus	01
9	Diu Sight Seeing (Tourist)	Type IV Midi Bus	01

- i. Two buses to ply on each route in opposite direction so as to meet the travel demand. Illustrative / possible route chart and schedule of operation of tourist sightseeing buses in Daman, Diu and Dadra & Nagar Haveli is available at annexure A1.1, A1.2 and A1.3 respectively.

- ii. In case the private operator wants to ply more buses on allotted routes, OI DC will provide the operator stage carriage permits for the same.

3.2.4 Permits:

- (i) For each operational route, a route permit would be granted, by OI DC U.T Administration of DD&DNH for inter-city routes / tourist services within UT of DD&DNH, for PO to operate stage carriage buses / tourist services.
- (ii) Issue of permits on inter-state routes is however subject to endorsement by concerned state governments / authorities.
- (iii) Permits in both cases would be organized by OI DC, for which permit fees and all other expenses would be paid by PO. OI DC would seek liaison assistance from PO for inter-state permits if so required.
- (iv) In case the private operator wants to ply more buses on allotted routes, OI DC will provide the operator stage carriage permits for the same within the applicable rules.

3.2.5 Service quality Standards: OI DC formulated the scheme that aims at provision of bus services to specified service quality standards, focusing mainly on adequacy, efficiency, reliability, comfort & safety besides affordability of passenger road transport services; by the service providers selected through a competitive bidding process under a suitable contractual structure (herein after referred to as the "Scheme"). Prescribed service quality standards w.r.t. a few parameters are given in **Annexure 'E'**.

3.2.6 Aggregation of routes: Scheme is expected to cover existing and new routes. For this purpose, identified inter-city and inter-state routes of OI DC, DD&DNH are proposed to be aggregated into two route packages as per details at Annexure 'A'.

3.2.7 Route Structure: Route structures of identified routes would consist of route origins, destinations and route via; bus stops, bus terminals, etc en-route. In case of inter-state routes, operators may be granted number of route permits as decided by M.D. OI DC considering route kilometerage operation on reciprocal basis with other concerned states.

3.2.8 Fleet Mix and equipping:

- Depending on route / road conditions and traffic demand on operational routes, operator would be required to ply a balanced mix of buses of type (III, IV), category (Super deluxe air conditioned), size (carrying capacity related – midi, standard size), as defined in bus code (AIS – 052).
- Each Route may have more than one type of buses defined in terms of technical specifications and features in respect of size, quality and category, based on nature of travel demand / characteristics on the route.

- Buses shall meet minimum specifications as envisaged in bus code (AIS 052), Color scheme etc of buses shall be as decided / approved by M.D, OI DC.
- In addition to prescribed technical specifications, buses shall also be equipped with certain specific equipments that may include, but not limited to, any or all of the following Device/s:
 - GPS (Global Positioning System) / GPRS to:
 - ✓ track buses on line
 - ✓ communicate operational parameters to designated authority / control centre(s)
 - Electronic ticket vending machines (ETVM) to issue tickets and communicate way bill data, inter alia, recording number of tickets issued, time and place of issue, passenger origin - destination and fare charged
 - ✓ record identity of bus crew viz. driver and conductor where-ever required
 - Passenger Information System (PIS):
 - ✓ to provide specified passenger information 'on board' and 'Off-board'
 - ✓ to display route destination using LED based microprocessor controlled route destination Audio-video display system in two/ three languages as decided by OI DC.
 - Fitment of any other device that may be specified by M.D. to carry out any other function as specified in this RFP.
- v. Fleet mix offered / operated by POs shall initially comprise of premium class super deluxe air conditioned buses of different capacity and configurations such as standard buses; semi sleeper and sleeper configuration, tourist buses etc. Bus provider may be permitted to operate other category of services as per market demand with due approval by OI DC / U.T Administration of DD&DNH and as per terms and conditions laid out for this purpose.

3.2.9 Unified Time Table:

- i. Operators would be required to provide bus services on allotted intercity routes generally on basis of time-tables prepared by OI DC in consultation with PO and also keeping in view provision of minimum PT services required in the areas.
- ii. Detailed route planning /structuring / operations scheduling etc on allocated routes within DD&DNH territory would be carried out by PO as per guide lines issued / approval by M.D. OI DC.
- iii. Operators would be required to provide bus services on allotted inter-state routes on basis of a unified time table jointly prepared by OI DC and or OI DC and PO in consultation with related states' authorities.
- iv. Route network and operational schedules for tourist buses would be prepared / approved by OI DC / UT Administration in consultation with PO

if so considered by MD. Details of tourist services are available at annexure A, along with route structuring, operational schedules etc

3.2.10 Fare Structure:

- a.i. POs would operate under user fare / fare-structure specified by:
 - a.i.1.a. M.D., OI DC / U.T Administration of DD&DNH from time to time on route sections falling within U.T of DD&DNH.
 - a.i.1.b. Concerned state authorities for route sections falling within their territories.
- ii. PO may be allowed to fix fares for some high end services subject to decision of and approval by M.D. OI DC / U.T Administration of DD&DNH in UT etc.
- iii. POs would collect and retain fare box revenue generated by operation of buses as contracted.
- iv. Fares / fare structures would be considered for review (increase / decrease / modification) by M.D., OI DC / U.T Administration of DD&DNH, twice every year, up to a maximum limit of 90% of variation in Whole Sale Price Index for operations falling within UT of DD&DNH and subject to approval of competent authority. For route sections falling in other states review of fares would be undertaken by concerned state authorities as per their system and same would be applicable to operators of PICS bus services there.

3.2.11 Penalties for default / deficiencies: M.D. will be empowered to impose penalties, receive payments thereof, charge penal interest for late payments, recover all outstanding dues & taxes by invoking Performance Guarantee besides taking any other action deemed fit as per agreement on POs for any service defaults and deficiencies. A tentative schedule of service deficiencies/defaults is given in **Annexure 'B'**.

3.2.12 OI DC operations: OI DC may carryout operations on all routes through-out UT /on Inter State routes as per time table prepared by OI DC and if required under a Unified Time Table approved by M.D. / STA, allowing for healthy parallel operations along with the private operator. Efforts would however be made by OI DC to restrict such services to Ordinary i.e. non-super deluxe AC, bus services.

3.2.13 Multiple operators: Apart from OI DC, selected Private operator and the existing ones may be allowed to operate on each route. Efforts would however be made by OI DC to restrict such passenger transport services to other than super deluxe AC bus services.

3.2.14 Standards and specifications: Private Operators will ensure to meet specified service Standards, bus specifications and crew performance failing which appropriate penalty would be levied for non- performance thereof.

3.2.15 A matrix of main details of the scheme is available at **Annexure ‘C’**.

C: Notice Inviting Tenders and Key Details

Omnibus Industrial Development Corporation Of Daman & Diu And Dadra And Nagar Haveli Ltd (OIDC Ltd.) CIN : U65923DD1992SGC001221
(A Govt. Undertaking)

Corporate Office: Plot No.35, Somnath, Nani Daman - 396 210.

Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108

Website: www.oidc.nic.in

Request for qualification cum Proposal (RFQ cum RFP) for engagement of Private Operators to provide & operate Passenger transport services - Inter-City and Inter-State (PICS) as also the tourist bus services in UTs under Buy, Own, Operate and Maintain (BOOM) Scheme (The “PICS” Project)

RFQ cum RFP No. OIDC/DMN/T.D./A.C Bus/2015-2016/706 dated:16/08/2016

OIDC invites RFQ cum RFP from established bus operators / agencies for engagement of bus operators to provide and operate passenger transport services on Inter-city and Inter-state routes (“PICS”) as also the tourist bus services in UTs under buy, own, operate and maintain (BOOM) scheme as per following schedule of key activities:

Sr. No.	Activity	Description / Schedule etc
1	Name of Project	Engagement of bus operators to provide and operate Passenger transport services on Inter-City and Inter-State routes (“PICS”) as also the tourist bus services in UTs under buy, own, operate and maintain(BOOM) scheme (The “PICS” Project)
2	Address for submission Technical Bid and other documents as per RFP	The Manager (Transport), OIDC Corporate Office, Plot No. 35, Somanth, Nani Daman, Daman (U.T) – 396210.
3	Tender Fees (non refundable)	Rs. 1,000/- (One Thousand only) by a crossed demand draft drawn on a scheduled bank in favour of OIDC Ltd., and payable at par at Daman.
4	Earnest Money Deposit (EM.D.)	Rs 5,00,000/- (Rs Five Lakh only) by a crossed demand draft, drawn on a scheduled bank, in favour of OIDC Ltd., and payable at par at Daman. Earnest money deposit in other form shall not be accepted.

5	Tender downloading date	17/08/2016 onwards
6	Last date for downloading of tender documents	21/09/2016 upto 16.00 hrs
6	Pre-Bid Meeting	01/09/2016 at 11.00 am at OI DC Ltd, Corporate Office, Plot No. 35, Somnath, Nani Daman, Daman – 396 210.
7	Physical submission of Technical bid and other documents as per RFP	21/09/2016 upto 16.00 hrs at OI DC Corporate Office, Plot No.35, Somnath, Nani Daman, Daman – 396210.
8	Online Opening of Technical Bid	22/09/2016 at 11 hrs.
9	Opening of Financial Bid	To be intimated later only to technically qualified bidders
10	Bid validity period	180 days
12	Contact person's name, designation, Tel No.	1. Charmie K. Parekh, General Manager (Transport), OI DC Corporate Office Nani Daman - 396 210. Tel: (0260) 2241120, 2241112 Fax : (0260) 2241108

**General Manager (Transport),
O.I.D.C.**

D. Definitions & Abbreviations

In this RFQ cum RFP Document, following words and expressions shall, unless repugnant to the context or meaning thereof and unless document so specifically provides, have meaning hereinafter respectively assigned to them:

1. **“Aims and Objectives of the PICS”** project has the meaning ascribed to it in Clause A of the RFQ cum RFP.
2. **“Agreement”** means the Agreement including, without limitation, any and all Annexure thereto which will be entered into between M.D., OI DC and the Successful Bidder(s) through which M.D. OI DC would grant rights to Successful Bidder(s) to, buy, own, operate and maintain buses in The “PICS” Project as also the tourist bus services in UTs on BOOM basis during Period of contract / agreement.
3. **“Agreement Period”** shall be a period of 8 (eight) years, commencing from scheduled date of induction of first bus provided by bus provider to PICS after signing of Agreement with M.D. OI DC and Successful Bidder, provided however,

that in the event of earlier termination of Agreement, the "Agreement Period" would accordingly get reduced.

4. "**Arbitrator**": A person who decide on the solution of a conflict in which parties have expressly waived recourse to the ordinary civil courts
5. "**Bus Depot**": A developed space/area generally equipped with facilities, equipments, gadgets etc for repair and maintenance, fuelling, washing and cleaning,(available facilities as provided by OI DC) besides parking etc of buses and for preparing them for operations as per schedules, routes, trips etc in public transport services in addition to other activities related thereto.
6. "**Bid**" means the proposals submitted by Bidder(s) in response to this RFQ cum RFP in accordance with the provisions hereof including the TBS / QB and financial proposal along with all other documents forming part and in support thereof.
7. "**Bidder**" means any person(s) including a sole proprietor or a partnership firm, a society or a company or a Joint Venture or a cooperative society and who submits a bid along with Bid Security under this RFQ cum RFP within the stipulated time and place for submission of Bids.
8. "**Bid Security**" shall have the meaning ascribed to it in Section E, Instructions to Bidders
9. "**Bid Process**" means the process of selection of Successful Bidder(s) through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in RFQ cum RFP.
10. "**Bidding Process**" shall refer collectively to various stage competitive bidding process comprising of Qualification bid / Technical bid and Financial bids.
11. "**Bus Stop**" means a place earmarked on route of buses where buses stop for a short duration for passengers to board or alight from buses.
12. "**Bus Terminal**" means terminals from where bus (es) start or end their trip(s) besides providing other passenger related amenities/facilities and facilitate transfers of passengers amongst modes/services etc. .
13. "**BQS**" means bus queue shelters constructed at bus stops
14. "**Bus Provider**" means Successful Bidder(s) with whom M.D. OI DC shall enter into Agreement for provision of services under the PICS project **as also the tourist bus services in UTs** on BOOM basis.
15. "**Business Entity**" shall mean either of the following:
 - (1.i) a company incorporated under the Companies Act, 1956/2013 or latest but excluding companies covered under section 617 of Companies Act, 1956/ 2(45) of Companies Act 2013 latest; or
 - (1.ii) an entity incorporated outside India under equivalent law or
 - (1.iii) Partnership firm / proprietary firms / Joint Ventures incorporated under Company's Act

- (1.iv) a society, a cooperative society, duly registered
16. **Break down Repairs:** immediate repair of vehicles which fail to operate/provide service satisfactorily or develop defects of any kind while in operation.
 17. **Contract:** The Contract between M.D., OI DC and Bus Provider as a result of **Tender** Inviting Notice No. OI DC/DMN/T.D./A.C Bus/2015-2016/706 dated 16/08/2016 or of any other bid on same matter
 18. **"Joint Venture"** shall mean a combination of a minimum of '2' and maximum of five (5) entities coming together for submission of Bids and as particularly described under Clause for the purpose of bidding for this RFQ cum RFP.
 19. **"Control Room/Station"** means a facility used mainly for service monitoring and operations control etc through hosting central server and components thereof for centrally collecting, storing, consolidating, processing information obtained from various elements of bus operations, its sub system elements, agents, employees, service providers, communications systems and related sources etc. in relation to the PICS as also the tourist bus services in UTs.
 20. **"Deadline for Submission of Bids"** shall mean the last date and time for receipt of Bids as set forth in Section C of this RFQ cum RFP under heading "Key Details" or such other date / time as may be decided by M.D. OI DC in its sole discretion and notified to Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.
 21. **Duty schedule:** Is the trip/route/time schedule of a bus, for one time, in a scheduled service during an assigned operation
 22. **"M.D."** shall mean Managing Director of OI DC, a Government Undertaking, constituted by the U.T. Administration of DD&DNH. The roles of M.D. may be defined by the OI DC / U.T Administration of DD&DNH from time to time. **"M.D."** means the M.D., OI DC, a U.T Administration of DD&DNH undertaking and his authorized successors and assigns at all times. And or any other Designated Authority (DA) of the U.T Administration of DD&DNH for the PICS **as also the tourist bus services in UTs.** M.D. and M.D. OI DC would mean same.
 23. **"CGM"** shall mean Chief General Manager of OI DC, a Government Undertaking, constituted by the U.T. Administration of DD&DNH. The roles of CGM. may be defined by the OI DC / U.T Administration of DD&DNH from time to time. **"CGM"** means the CGM., OI DC, a U.T Administration of DD&DNH undertaking and his authorized successors and assigns at all times. And or any other Designated Authority (DA) of the U.T Administration of DD&DNH for the PICS as also the tourist bus services in UTs. CGM. and CGM, OI DC would mean same.
 24. **"M.D. Representative"** means any person duly authorized by M.D. OI DC for the purposes of this RFQ cum RFP / PICS as also the tourist bus services in UTs.
 25. **"U.T Administration"** shall mean the U.T Administration of Daman, Diu & Dadra and Nagar Haveli (DD&DNH)
 26. **"Lead Member"** shall mean the specific member of a Joint Venture (JV) duly nominated by all other members of that JV and who shall commit to

hold an equity stake of at least 51% of aggregate shareholding in JV; and Whose financial and other capabilities would be evaluated as evaluation parameters for qualification and other evaluations of Bids

27. **“Load Factor (LF)”** is the Ratio of average number of passenger kilometers (kms) serviced by a bus during a particular period / trip / route or any other specified unit to average number of seat (seated and standee pax if allowed) kilometers offered per bus during same unit where seats offered (including standees if any) per bus are as per bus specs in RFQ cum RFP and kms operated are kms operations logged by bus provider for said unit of operation time. Pax. Kms serviced = passengers traveled per bus during the unit considered above x avg. passenger trip length in kms.
28. **“Letter of Acceptance”** or **“LOA”** means letter issued by M.D. OI DC to Successful Bidder to provide buses on BOOM basis for the PICS **as also the tourist bus services in UTs** in conformity with terms and conditions set forth in the RFQ cum RFP.
29. **“Main Routes”** **Mainly** Inter-state, Inter-city, tourist routes and would include major urban & Intra-urban routes if so decided by M.D. OI DC
30. **“Operator”** shall mean the entity allowed by the State Transport Authority (STA) to operate buses under this scheme, and includes OI DC /Private bus Provider and Operator with OI DC.
31. **“PICS”** has the meaning ascribed to it in Clause A of the RFQ cum RFP titled “Disclaimer”
32. **The “PICS”** project: This is a Project, for provision of Public passenger road transport services on Inter-City and inter-State routes, consisting of mobility of passengers in U.T's of DD&DNH as well as to / from other states, using buses provided mainly by private entities on public private participation (PPP) in conditions of freedom of access, quality and security of users, and subject to economic considerations. It inter-alia includes without limitation buses, equipments, infrastructure, hardware, software, designed, developed, implemented and maintained for PICS as also the tourist bus services in UTs requirements and the specification / standards / managerial services, etc prescribed by OI DC. “PICS” project or “PICS as also for provision of tourist services” project represents a composite project for all public transport services envisaged in this document.
33. **“PIS”** means Passenger Information System whereby and where-under passengers shall be informed of selected details at bus stops / BQS, inside the Bus, at bus terminals etc as per directions of M.D. OI DC as per requirements.
34. **“Partnership Firm”** shall mean a partnership firm as defined and registered under Indian Partnership Act, 1932 or an entity incorporated outside India under equivalent law.
35. **“Permit”** shall mean a permit issued by appropriate authority in terms of Motor Vehicles Act, 1988/ Motor Vehicle Rules applicable to UT of DD&DNH as amended till date authorizing use of a motor vehicle as a public service vehicle to the entity qualified to provide public transportation service in specific areas / routes of operation, services and time schedules or dispatch frequencies in accordance with the terms and conditions of the contract.

36. **“Penalty Clause”**: Is the valuation that parties make, voluntarily and as per mutual agreement, regarding sums agreed to be paid on account of damages for consequential damage, loss of profits, sanctions and indemnities caused by one contracting party to the other as direct or indirect consequence of acts or omissions of the other. Damages caused due to non-compliance would be understood to be estimated in penalty clause and cannot be claimed for a lesser value. However, if this is the case, bus provider shall pay damages which are evidenced higher to the estimated value in penalty clause.
37. **“Preventive maintenance”**: Interventions made in vehicles designed to avoid deterioration or failure of vehicle and to guarantee its functionality in optimum operating conditions.
38. **“PICS operational routes”**: Are roads/routes network areas of the **PICS** in the UT of DD&DNH and the related states as demarcated / decided by the M.D. ODC / concerned state authorities from time to time and presently for the PICS as also the tourist bus services in UTs.
39. **“Qualification Stage bid”** refers to first stage of Bidding Process (TBS) which involves qualification of Bidders for subsequent stage(s) of evaluation of the bid.
40. **“Qualified Bidder”** shall mean the Bidder who has qualified qualification stage bid.
41. **“Route”** shall mean a specific route used by a stage carriage bus within the specified area and or an inter-city route and or any Inter-state and or urban route as also the tourist bus services routes in UTs.
42. **“RFQ cum RFP”** and / or **“RFQ cum RFP Document”** means this RFQ cum RFP document which comprises of following sections: Disclaimer, Definitions and Abbreviations, Notice Inviting Tenders & Key Details, Instructions to Bidders, General Conditions of Contract, Scope of services, Forms of Bid which include Appendices A to E and any applicable Schedules and any amendments thereto made in accordance with provisions contained in this document.
43. **“Scheme”** shall mean Stage Carriage Passenger transport services – Inter-City and inter- State (PICS) as also the tourist bus services in UTs to be provided by bus provider / Operator under ODC, on the basis of permit granted by authorized agency (AA) of the U.T Administration of DD&DNH / endorsement by concerned state, as per terms of RFQ cum RFP and conditions imposed by ODC /STA / M.D. ODC /AA / concerned state authorities from time to time.
44. **“Stage Carriage”** means a motor vehicle constructed or adapted to carry more than six passengers excluding the driver for hire or reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey, in respect of which, a Permit has been issued in terms of Section 72 of The Motor Vehicles Act. 1988. Tourist bus service permit would have the meaning as ascribed to it in the MV act 1988.
45. **“Stage Carriage Services”** shall include public transport services to be provided by the Operator.
46. **“STA”** shall mean State Transport Authority of U.T Administration of DD&DNH.

47. **“System Management Contribution (SMC)”**: System Management contribution to be quoted as per bus km route wise, to be worked out for successful bidder in terms of SMC per bus per month for each of the routes and no. of trips / kms operated there.
48. SMC is the amount of contribution per bus per month payable by bus provider to OI DC every month in lump sum in advance latest by 20th day of preceding month, for every lot of buses, at a specified time for system managerial services / operations compliance / monitoring and control services etc provided by OI DC / M.D. OI DC and or his representative. The entire contribution amount shall be paid as “lump sum” once every month in advance, by 20th day of preceding month. System Management Contribution (SMC) per month would be worked out by multiplying SMC per bus per month by number of buses.
49. **“Service Certificate”**: This document accredits compliance by a Bus Provider with all requirements established in the contract to allow incorporation of a bus to the operation, with the purpose of providing passenger transportation in the **PICS**.
50. **The terms and expressions**, used in capitalized form in this RFQ cum RFP Document but not defined, shall have the meaning respectively assigned to them under RFQ cum RFP Document.
51. **Transportation Infrastructure of the OI DC/ U.T Administration of DD&DNH**: Is the set of roads, stops, stations, terminals, parking yards, workshops, depots, properties, infrastructure works, urban fixtures / facilities, sign boards, passengers information system, bus queue shelters, and public spaces integrated to passenger road transport system under the nomenclature of road transport in the UT of DD&DNH.
52. The terms **“Successful Bidder ”**, **“H1 Bidder”**, **“and / or ”Bus Provider”** shall mean the Bidder who qualifies the TBS and the financial proposal stage of this RFQ cum RFP and to whom a Letter of Acceptance is consequently issued after acceptance of RFQ cum RFP and completion of all other requirements thereto.
53. **“UTT”** shall mean Unified Time Table if required and as approved by M.D. OI DC / STA / and or endorsed by concerned state governments and or their authorized agencies on the basis of time tables given in this RFQ cum RFP document and or provided subsequently as decided by M.D. OI DC.
54. **“OI DC”** shall mean the Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd, A Government Undertaking Organization.
55. **User tariff**: Is the cost of ticket for use in the bus for PICS services as also the tourist bus services in UTs, charged to System’s users / commuters / passengers
56. **Vehicle Tracking System**: Is the satellite and or other communication system or any other procedure or device which allows locating / tracking position of vehicles at all / any times
57. The terms, expressions, statements, stipulations and provisions of this RFQ cum RFP Document, are mutually explanatory of one another and in the event of any inconsistency the same shall be harmoniously construed.
58. **“Route”** shall mean the area / route planned, structured, by OI DC, and or notified by OI DC / government of DD&DNH for this purpose

E. BIDDING PROCESS AND INSTRUCTION TO BIDDERS (ITBs)

E1. Brief Description of Bidding Process

1. O IDC intends to follow a two – stage, two envelope, process for selection of operators for the “PICS Project” as also the tourist bus services in UTs. This section of RFQ cum RFP Document deals with bidding process including initial stage of

i. Bid security and cost of bidding documents

(a) Availability of requisite amount, form and manner of bid security in a separate envelope- A1

(b) Payment of cost of bid document.

Bids of those bidders, whose bids do not meet said requirement at (a) and (b) above, would not be opened and or processed further. The bid would be rejected at this stage itself.

ii. First stage-the Technical Bid Stage-TBS or "Qualification Bid (QB) Stage-Envelope A2"

This Technical bid stage-TBS / Qualification Bid of the process involves qualification of interested bidders. In TBS stage, bidders are required to furnish information as specified in this RFQ cum RFP Document.

iii. At end of TBS / QB stage evaluation, M.D., O IDC expects to announce a shortlist of Qualified Bidders for opening up of their bids for the next stage ("financial bid stage online"), whose detailed Proposals / bids would then be opened and evaluated in accordance with RFQ cum RFP Document.

iv. Bidding will be route package wise along with route wise details of rates etc in each package. Any bidder may submit bids for one or more packages separately – each bid shall be complete with all documents / fees etc. One bus operator shall be selected for each package and or for both packages of routes on basis of criterion given in RFQ cum RFP. The successful bidder / private operator for PICs package I will be given first priority for operating local sightseeing of buses in Daman, Diu and Dadra & Nagar Haveli.

v. Further details of the process, including schedule of bidding process, are spelt out in the RFQ cum RFP Document.

E2. Role of STA

Notwithstanding anything contained in this RFQ cum RFP Document, STA / M.D., O IDC shall not, in any manner whatsoever and by any person (whether natural or legal) whomsoever, be held responsible / liable for any loss, damages, cost, expense or alleged prejudice which may arise from or be incurred or suffered on account of anything done or caused to be done, in good faith and with reasonable diligence, during performance of any of its obligations for and on behalf of O IDC.

E3. Eligibility Criteria.

Public / private companies, corporate entities (which include companies, partnerships, proprietary concerns), Societies, Cooperative Societies, Business Entity including those formed by existing private bus operators duly incorporated under the Company's act 1956 or latest, Individual entrepreneurs, joint ventures (lead partner + 1) are eligible to apply for Permit for one or more route packages, in case they fulfill following eligibility requirements:

- a.i. Net worth of Rs.5 Crores as at the end of the most recent completed financial year and net cash accruals (before taxes) of Rs.10 Crores during last completed financial year duly certified by the Chartered Accountant.
- a.ii. Capacity to induct a minimum fleet of 12 inter-city / interstate routes buses (All buses should be of same configuration, preferably Volvo Make, model 9400 B7R 4x2, Super Deluxe A.C. buses so that there may be ease in maintenance as well as inter-changeability of parts / buses and maintenance of spares for the operator) and three super-deluxe midi AC tourist buses (Semi Low Floor Super Deluxe Midi Buses) for tourist services within four months of signing of agreement.
- a.iii. Buses would be brand new at time of grant of permit / induction of buses. (Maximum serviceable life of a bus permitted for operation on designated routes shall be eight years).
- a.iv. A balanced Bus fleet mix of different types (Type III, IV); Categories (Super Deluxe AC – semi-sleeper, sleeper, seats only configuration); Capacities / Sizes (Standard, Midi) buses as given in bus code (AIS 052) considering route requirement and passenger travel demand / travel characteristics. The color scheme etc of buses shall be as decided by M.D., OI DC.
- a.v. Buses to be equipped with Global Positioning System (GPS), GPRS / GPS compatible Electronic Ticketing Machines, LED based microprocessor controlled route destination Audio-video display system, air suspension with kneeling arrangement for ease of accessibility etc, besides other facilities as at Annexure D.
- a.vi. Operational In-Charge of the business entity should be a person having proven track record and managerial experience of at least 05 years in bus based Passenger Road Transport Sector
- a.vii. Bidder shall have minimum three years experience in operation of bus based Passenger Road Transport Services
- a.viii. Bidder shall provide service tax registration certificate

E4. Eligible Bidder

Following types of bidders shall be eligible to participate in bid against this RFQ cum RFP:

A Society registered in DD&DNH under Societies Registration Act, on or before the bid Due Date or A Business Entity; or Corporate Entity (which includes companies, partnerships / proprietary concerns); or A Co-operative Society registered in DD&DNH under DD&DNH Co-operative Societies Act, on or before the bid Due Date, etc.

A minimum of 25% of members of Society / Cooperative Society should have requisite experience of at least one year each in operation of Passenger Road Transport System.

Bidder would submit a Power of Attorney as per format enclosed at Appendix 1 & 2 authorizing the signatory of bid to commit the same.

Bidders are required to submit a letter of undertaking in terms of formats set out in Appendix 1 & 2.

All the bidders are required to submit Financial Capability in terms of Format set out in Appendix 1.

4.0 Number of bids

Each bidder shall submit only one (1) bid in respect of one route package. However separate bids(s) complete in all respects and accompanied with all documents, securities etc may be submitted in respect of other route packages also by any of the bidders. Selection for each route package shall be made package wise. The successful bidder / private operator for PICS will be given first priority for operating local sightseeing of buses in Daman, Diu and Dadra & Nagar Haveli. Consequently the said successful bidder for package I may be given an option to match the highest quote of package II for tourist buses.

5.0 Financial Capability

(i) Financial Capability of Bidders would be evaluated on basis of the following:

- a. net worth of Rs. 5 Crores as at the end of the most recent financial year not earlier than FY 2014-15 duly certified by Chartered Accountant and
- b. Net cash accruals of Rs. 10 Crores (before taxes) for the last completed financial years not earlier than FY 2014-15 duly certified by Chartered accountant

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

(iii) Bid must be accompanied by the audited annual financial statements of the Bidder for last three (3) financial years.

(iv) For the purpose of Qualification, a Bidder would be required to demonstrate threshold Financial of Net Worth and net cash accruals etc. as given in the RFQ cum RFP.

E5. Instruction to bidders

1. Due Diligence

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

1.2 Project Appraisal

- (i) It is desirable that each bidder submits his bid after collection of required information and analysis or any other matter considered relevant by it.
- (ii) It would be deemed that by submitting the bid, bidder has made complete and careful examination of the RFQ cum RFP Document.
- (iii) M.D. O IDC and /or STA/ and or O IDC / U.T Administration of DD&DNH shall not be liable for any mistake or error on the part of the bidder in respect of above.

2. Cost of Bidding

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

3. Content of Bidding Document

The requirements, bidding procedures and terms are explained in the RFQ cum RFP Document.

4. Tender Fees:

Tender Fees of Rs. 1,000/- (Rupees One Thousand only) (non-refundable) in the form of an account payee Demand Draft drawn on a scheduled bank in India in favour of OI DC Ltd., Daman and payable at Daman, DD&DNH to be furnished

5. Clarification to RFQ cum RFP Documents

Any Bidders requiring any clarification on RFQ cum RFP, are expected to send their queries to GM, OI DC in writing by post, courier or by facsimile at least 48 (forty eight) hours prior to the time of Pre Bid Meeting at following addresses / fax number in order to enable M.D. OI DC to have adequate notice of said queries so that same may be addressed at Pre Bid Meeting:

Managing Director, Omnibus Industrial Development Corporation of Daman & Diu And Dadra and Nagar Haveli Ltd (OI DC) (A Govt. Undertaking)
Corporate Office: Plot No.35, Somnath, Nani Daman - 396 210.
Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108

(i) Nothing in this section shall be taken to mean or read as compelling or requiring M.D., OI DC to respond to any questions or to provide any clarification to a query. M.D., 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 M.D. in its sole discretion considers that no reply is necessary.

(ii) No extension of deadline for submission of bids will be granted on the basis or grounds that M.D. OI DC has not responded to any question or provided any clarification to a query.

6. Amendment of Bidding Documents

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

7. Pre-Bid Meeting

7.1 A pre-bid meeting shall be held for any clarifications and replies to queries raised by prospective Bidders on 01/09/2016 (date) at 11.00 am at Conference Hall, OI DC Corporate Office, Plot No.35, Somnath, Nani Daman, Daman – 396210.

- 7.2 Clarifications, if any, including the text of relevant questions raised at Pre-Bid Meeting and responses given thereon shall be conveyed through email or by registered post to those, who purchased RFQ cum RFP Document,
- 7.3 Pursuant to Pre-Bid Meeting, terms and conditions of the RFQ cum RFP Document will be frozen with or without amendments thereto as applicable.
- 7.4 Non-attendance at Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) will be binding on all Bidders irrespective of their attendance at the Pre-Bid Meeting
- 7.5 M.D. OICD may, at its sole discretion, extend Deadline for Submission of Bids.

8. Documents Constituting Bid

The documents constituting Bid shall be as follows:

8.1 Technical Bid Stage / Qualification Bid (QB) with Bid Security

8.1.1 Technical Bid Stage (TBS) / QB -the qualifying bid

The Bidder(s) shall submit a Technical Bid TBS / QB in the form and manner set forth in Appendices 1 & 2 of the RFQ cum RFP Document along with all documents required to be submitted as per the said Appendix 1 & 2 including without limitation any Memorandum of Understanding and Bid Security. The said TBS / QB shall be evaluated by M.D., OICD in its sole discretion as per evaluation criteria set forth in this RFQ cum RFP.

8.2 Financial Bid

Financial Bids should be in the form and manner set forth in Appendix 3 to this RFQ cum RFP and should comprise of all such documents and details mentioned in the said Appendix 3 and elsewhere in this RFQ cum RFP.

9. Preparation of Bids

9.1 Language of Bid

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

9.2 Bid Currency

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

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

- a.i. Bid submitted in response to the RFQ cum RFP Document shall be accompanied by a Bid Security of Rs. 500,000/- (Rupees Five Lakhs only) (hereinafter referred to as “Bid Security” or “EMD”) in the form of an account

payee Demand Draft drawn on a scheduled bank in India and drawn in favour of OIDC Ltd., Daman and payable at Daman, DD&DNH.

a.ii. Bids received without EMD as above shall be summarily rejected.

9.4 Currency of Bid Security

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

9.5 Authentication of Bid

a.i. The original and the copy of Bid shall preferably be type written or written in indelible ink and shall be signed by a person or persons duly authorized by Bidder in this behalf by way of a Power of Attorney duly executed by the Bidder in the form set forth in **Appendix 1/2** hereto. The person or persons signing the Bid shall initial all pages of the Bid.

a.ii. Bidder would provide all information in terms of this RFQ cum RFP Document.

a.iii. Only those Bids may be evaluated that are received in the required format and are complete in all respects.

9.6 Validation of interlineations in Bid

Any interlineations, 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, erasures or overwriting.

9.7 Number of Copies of Bid

Bidder shall submit **one original** and **one copy** of **Technical Bid / QB** separately, clearly marking each "**Technical Bid /QB – Original**" and "**Technical Bid /QB – Copy**", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

Bidder shall submit **Financial Bid online only**.

9.8 Sealing and Marking of Bids

(a) The original of the Bid Security of the required value and in approved format shall be sealed separately in an envelope. A copy of **payment of Tender Fees** would also be enclosed and placed in this envelope A1. **Envelope A1** shall be superscribed with the following:

“Envelope–A1-Bid Security for PICS on BOOM Basis”

(b) The original and copy of the original of the **Technical Bid /QB** shall be sealed separately in an envelope ‘A2’ on which the following shall be superscribed:

“Envelope – A2- Technical Bid /QB for PICS & tourist buses on BOOM basis”

- (c) The financial bid needs to be submitted in electronic format only.
- (e) **Bidders must compulsorily submit financial bid only in electronic format.**
- (f) All the above envelopes viz. 'A1', 'A2', sealed individually along with original bid documents issued by M.D. O IDC including updated addendum / amendments, there to, duly signed by the Bidder through its authorized signatory on all pages shall then be **sealed in one outer envelope**.
- (i) The inner and outer envelopes shall be addressed to Chief General Manager, O IDC and marked as below:

“Tender for PICS & tourist buses on BOOM basis”

- (ii) The outer as well as inner envelopes shall indicate name and address of the Bidder to enable Bid to be returned unopened in case it is received late.
- (iii) If outer envelope is not sealed and marked as above, M.D., O IDC will assume no responsibility for misplacement or premature opening of Bid.
- (iv) Each envelope shall contain the following (check-list):

Sr. No.	Description	Submitted Ref vide Appendix
i)	Letter of Bid	
ii)	Power of Attorney for signing of the Bid	
iii)	Details of Bidder	
iv)	Financial Capability of the Bidder	
v)	Operational Experience of Bidder	
vi)	Professional Experience	
vii)	Affidavit certifying that Business Entity Director(s) of Business Entity are not 'blacklisted' / barred	
viii)	Letter of Undertaking as per the format attached.	
ix)	Letter of Undertaking where Bidder is a Cooperative society, as per the format attached	
x)	Letter of Undertaking where Bidder is a Society, as per the format attached	
xi)	Financial Bid as per Format attached.	
xii)	Account payee Bank Draft of Rs One Thousand in favour of O IDC Ltd., drawn on a scheduled bank in India and payable at Daman, towards cost of RFQ cum RFP Document.	

Sr. No.	Description	Submitted Ref vide Appendix
xiii)	Proof of registration of Bidder	

xiv)	Qualification Criterion for the operator wrt:
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- a) Acceptance of provisioning of minimum fleet of 12 super deluxe AC buses (Volvo make, 9400 B7R 4x2) for Intercity / interstate operations and 3 super deluxe AC tourist buses (Semi Low Floor Super Deluxe Midi Bus for tourist services within 4 months.
- b) Acceptance of prescribed fleet composition / mix /ratios
- c) Acceptance of fare fixation / review mechanism
- d) Financial Capability as judged by the
 - net worth of the bus provider(minimum net worth of Rs 5 Crores) and
 - net cash accruals of 10 Crores (before taxes) during last financial year
- e) Minimum Operational experience in passenger transport operations (3 years)
- f) Submission of prescribed Bid Security amount in prescribed form
- g) Confirmation / acceptance of Performance Security of amount /in prescribed form / for required period
- h) Unconditional Acceptance of all Terms and conditions of the RFQ cum RFP
- i) The bus provider satisfying the test for its constitution
- j) Submitted application in requisite RFQ cum RFP format complete in all respects and at required time, date and place and in the form prescribed therefore.
- k) Acceptance of payment of user charges for use of bus terminals/bus shelters and other infrastructure as decided by the M.D. O IDC
- l) Acceptance of provisioning of ITS related equipments on all buses and creation of control rooms for on line monitoring of bus operations and for parallel feeding of such data to M.D., O IDC **as decided from time to time**
- m) Acceptance of formula for working out additional tax fixation / review / payment mechanism as above
- n) Acceptance of the right of the M.D., O IDC for levying and collection of System Management Contribution for various system management and related services for the The "PICS" Project as also for provision of tourist services and payment of such charges to M.D. O IDC as indicated herein above and as decided by the M.D. O IDC
- o) Provisioning of Bus Depots / bus parking spaces / facilities as per requirement
- p) Accepting maintaining of a minimum of bus fleet as reserve fleet
- q) Accepting delivery of services as per prescribed quality standards
- r) Bidder has paid the cost (non-refundable) of Bid Documents (RFQ-cum-RFP Document)
- s) Bidder has accepted a provisioning of parking spaces, control rooms, workshops / repair & maintenance arrangements as per RFQ-cum-RFP

10. Period of Validity of Bids

10.1 Validity Period

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

10.2 Extension of Period of Validity

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

11. Mailing Address for Bids

Bids shall be addressed to General Manager (Transport), OI DC and sent at the following address:

**General Manager (Transport), Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd (OI DC).
(A Govt. Undertaking)**

Corporate Office: Plot No.35, Somnath, Nani Daman - 396 210.
Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108

12. Deadline for Submission for Bids

12.1 Last Date and Time for Submission

Bids must be received by GM OI DC, at specified address, latest by Deadline for Submission of Bids. In the event of specified date which is stipulated as Deadline for Submission of Bids is declared as a holiday for OI DC, Bids will be received up to the appointed time on next working day.

12.2 Extension of Deadline for Submission of Bids

If the need so arises, M.D. may, in its sole discretion, extend the Deadline for Submission of Bids by amending the RFQ cum RFP documents in this behalf. In such event, all rights and obligations of M.D. and Bidders previously subject to earlier deadline will thereafter be subject to deadline as extended. Any such change in Deadline for Submission of Bids shall be notified to Bidders by dissemination of requisite information in this behalf in writing either by email or by facsimile or by registered post.

12.3 Late Bids

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

13. Modification and Withdrawal of Bids

13.1 Modification of Bid

Bidder may modify any part of its Bid after Bid submission, provided that such Modification (s) is received by M.D. in writing from such Bidder in a sealed envelope, before expiration of Deadline for Submission of Bids. Such modification(s) shall be sent through, registered post or by hand. Any such modification shall comply with the general terms of this RFQ cum RFP.

13.2 Withdrawal of Bid

In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that M.D. receives written notice of such withdrawal before expiration of Deadline for Submission of Bids.

14. Bid Process – Steps & Evaluation

14.1 Opening of Technical Bid Stage /QB --The Qualification Bids

- i. No Bids will be opened before Bid Due Date. Bids would be opened on or after any working day after Bid Due Date, in presence of Bidders and with prior notice to them for the purpose of evaluation.
- ii. Bids, so received, would subsequently be examined and evaluated in accordance with criteria set out in the RFQ cum RFP.
- iii. M.D., O IDC reserve the right to utilize services of consultant/s or advisor/s, to assist in examination, evaluation, and comparison of Bids.
- iv. (a) Bids received without EMD as prescribed shall be summarily rejected and no action for opening etc of their subsequent stage bids shall be taken.
(b). All **Technical Bid Stage / QB** received by General Manager (Transport) in response to this RFQ cum RFP shall be opened at 11hours on 22/09/2016 at Conference Hall, O IDC Ltd., Corporate Office, Plot No.35, Somnath, Nani Daman, Daman 396210. Representatives who are present at such opening shall sign a register evidencing their attendance as a witness to Bids opening process. In the event of specified date of Bid opening being declared a holiday for O IDC, Bids shall be opened at the appointed time and location on next working day.

14.2 Announcement of Bids

Bidder's names, Bid modifications or withdrawals (as applicable) and presence or absence of requisite Bid Security and such other details as M.D. in its sole

discretion may consider appropriate, will be announced at the opening of **Technical Bid Stage / QB** -- the Qualification Bids.

14.3 Opening of Financial bid

- (a) After the **Technical Bids Stage / QB** evaluation process has been completed financial bids of only those Bidders who qualify prescribed criteria for **Technical Bid (s) Stage / QB** shall be opened. The criterion for qualification in this behalf is set forth in this RFQ cum RFP subsequently.
- (b) Financial Bids shall be opened, in presence of Bidders' representatives who choose to attend Financial Bid opening on such date and time which shall be communicated to Bidders whose **Technical Bids** are accepted. Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bids opening process.

14.4 Completeness of Bids & Rectification of Errors

M.D. will examine Bids to determine whether these are complete, whether these meet all conditions of the RFQ cum RFP Document and whether documents have been properly signed and Bids are generally in order. If there is a discrepancy between words and figures, figures/details in words shall prevail.

14.5 Clarification of Bids

During evaluation of Bids, M.D. may, at its discretion, ask Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If response to the clarification is not received by M.D. before expiration of deadline prescribed in written request for clarification, M.D. reserves the right to make its own reasonable assumptions at total risk and cost of the Bidder.

14.6 Rejection of Bid

- (a) A Bid is likely to be rejected by M.D. without any further correspondence, as non-responsive, if:-
 - (i) Bid is not submitted in the manner as prescribed in Instructions to Bidders Section of this RFQ cum RFP and is otherwise not in conformity with terms and provisions of this RFQ cum RFP Document; or
 - (ii) Bid is not submitted in bid-forms annexed in the RFQ cum RFP Document; or
 - (iii) Bid is submitted by telex, fax or email; or
 - (iv) Bid Security does not conform to provisions set forth in this RFQ cum RFP; or

- (b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- (c) In addition to the foregoing, in the event a Bidder makes an effort to influence M.D. in its decisions on Bid evaluation, Bid comparison or selection of Successful Bidder, it may result in rejection of such Bidder's Bid.
- (d) Notwithstanding anything contained in this RFQ cum RFP Document, M.D. O IDC reserves the right to accept or reject any bid or to annul the Bidding Process or reject all bids at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.
- (e) M.D. O IDC reserves the right to reject any bid if:
 - i) at any time, a material misrepresentation is made or discovered; or
 - ii) the bidder does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the bid.
- (f) Rejection of a bid by M.D. O IDC, as aforesaid, would lead to the disqualification of the bidder. If the bidder is a Consortium, then the entire Consortium would be disqualified.
- (g) If such disqualification / rejection occurs after the bid evaluation stage, and the best Bidder gets disqualified / rejected, then M.D. O IDC reserves the right to either:
 - (i) invite next best Bidder to match the bid submitted by best Bidder;
 - AND / OR
 - (ii) take any such measures as may be deemed fit in the sole discretion of M.D. O IDC including annulment of the Bidding Process.

15. Criteria for Evaluation of Bids

15.1 Criteria for Evaluation of Technical Bid Stage / QB - Qualification Bids

The **Technical Bids Stage / QB** shall be evaluated on the following criteria:

- (a) Bidder shall be an individual operator, corporate entities (which include companies, partnerships, proprietary concerns), duly registered society/cooperative societies, who have bid for the project or
- (b) The Net cash accruals of bidders is more than Rs 10 Crores (Rupees Ten Crores) before taxes during last financial year duly certified by Chartered Accountant.
- (c) The bidder has a net-worth (as at the end of last financial year) of at least Rs 5 Crore (Rupees Five Crore only). The net worth as indicated in

audited annual accounts only shall be considered duly certified by Chartered Accountant.

- (d) The bidder must have experience of minimum 3 year in operation of passenger road transport services prior to issuance of this RFQ cum RFP.
- (e) The bidder have sufficient technical skilled manpower with sufficient experience to buy, own, operate and maintain buses of specification given in the RFQ cum RFP on BOOM basis and operate them in "PICS Project" as also for provision of tourist services as per terms and conditions of the RFQ cum RFP.

Note: Last three financial years be read as F.Y.: 2012-2013, 2013-2014, 2014-2015.

- f. The bidder has accepted of provisioning of minimum fleet of 12 super deluxe AC buses (Volvo make, 9400 B7R 4x2) for PICs project and 3 super deluxe AC midi tourist buses (Semi Low Floor Super Deluxe Midi Bus) for provision of tourist services within 4 months.
- h. The bidder has accepted prescribed fleet composition and fare fixation / review mechanism.
- i. Bidder has submitted the prescribed Bid Security amount in the prescribed format
- j. Bidder has submitted Unconditional Acceptance of all Terms and conditions of the RFQ cum RFP.
- k. The bidder satisfies test for its constitution.
- l. Bidder has submitted Confirmation / acceptance of Performance Security of amount /in prescribed form / for required period.
- m. Bidder has submitted bid in requisite RFQ cum RFP format complete in all respects and at specified time, date and place and in form prescribed therefore.
- n. Bidder has submitted Acceptance of payment of user charges for use of bus terminals / bus shelters and other infrastructure as decided by the M.D. OI DC.
- o. Bidder accepts to keep reserve fleet to meet breakdown and other contingencies.
- p. Bidder has submitted Acceptance of provisioning of ITS related equipments on buses and creation of control rooms for on line monitoring of bus operations and for parallel feeding of such data to the M.D. OI DC as decided from time to time.
- q. The operational In-Charge of the entity has proven track record and managerial experience in Road Transport Sector.
- r. Bidder has submitted cost of bidding document (RFQ cum RFP).
- s. Bidder has submitted acceptance of furnishing of performance guarantee of requisite amount in prescribed form etc.
- t. Bidder meets all other criterion set forth in this RFQ cum RFP for qualification.
- u. The bidder has minimum three year experience for operation of bus based Passenger Road Transport Services.
- v. Bidder has accepted a provisioning of parking spaces, control rooms, workshops / repair & maintenance arrangements as per RFQ-cum-RFP Document.
- w. Acceptance for payment of all dues to M.D. OI DC in time failing which payment of interest due thereon.
- x. Acceptance of provisioning of minimum service frequency.

- y. A bidder has quoted for both route packages separately.
- z. The bidder must furnish service tax registration certificate.

15.2 Criteria for evaluation of financial bid and Allocation of Routes packages to the Qualified Bidders - Basis

15.2.1 Financial bids of only those Bidders whose **Technical Bid / QB-the** Qualifying Bids are accepted shall then be considered and evaluated. **Financial bids** shall be evaluated using the following criterion:

15.2.2 Ranking of bidders and allocation of Route package of operation to qualified bidders

Table: Evaluation criteria and evaluation of Financial bids:

Table: Evaluation Criteria and Evaluation of Financial Bids								
Note	Financial Bids of only those bidders who qualified in the technical bid evaluation as above shall be opened / considered							
4	Financial Bid for							
4.1	System Management Contribution (SMC)	Route No.	Route Name (from--- to----)	Approx Route length in kms	No. of buses proposed on a route	Total kms to be operated per bus per month(=Route length kms*no. of trips proposed daily on the route*30 days a month * no. of buses deployed on route)	Rate per kms	Amount offered per month for a route (=E*F) Rs per month per route
		A	B	C	D	E	F	G
Package – 1 (Inter-City Inter-State Routes)								
		Route 1	Mumbai – Daman - Diu					
		Route 2	Silvassa - Mumbai					
		Route 3	Daman – Silvassa – Shirdi via Nashik					
		Route 4	Daman – Surat- Ahmedabad					
		Route 5	Diu – Rajkot					
		Route 6	Diu - Ahmedabad					
Package – 2 (Tourist Routes)								
		Route 1	Daman Sight Seeing (Tourist)					
		Route 2	Dadra & Nagar Haveli Sight Seeing (Toursit)					
		Route 3	Diu Sight Seeing Bus (Tourist)					
			Note:	(i) Bidder quoting maximum towards System Management Contribution for a package as a whole shall be termed as the highest bidder for that package. Other bidders would be ranked in				

				<p>descending order of their quotes towards SMC for each package.</p> <p>(ii) The successful bidder / private operator i.e. highest ranking bidder for Package I, will be given first priority for operating local sightseeing of buses in Daman, Diu and Dadra & Nagar Haveli. Such highest ranking bidder of package I, would be required to match the SMC rates of highest ranking bidder of Package II.</p>
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- i. The bidders for each Package shall be ranked-**highest ranking to lowest ranking**, on the basis of --- “Bidder quoting maximum towards system management contribution for a particular package shall be termed as highest bidders and other bidders would be ranked in descending order of their quotes towards SMC and ranked accordingly”.
- ii. The highest ranking bidders for each package would be considered in allotment zone for that route package.
- iii. Selection of bidder for any package shall be on basis of above ranks i.e. one top ranking bidder shall be considered for allocation of each package of routes operation subject however to the following to facilitate hiring of one bus operator for both packages as OI DC proposes to hire minimum number of operators to service offered routes packages:
 - a) For the said purpose, the successful bidder / private operator i.e. the highest ranking bidder for Package I, will be given first priority for operating local sightseeing buses in Daman, Diu and Dadra & Nagar Haveli.
 - b) Such highest ranking bidder of package I, would be required to match the SMC rates of highest ranking bidder of Package II.
 - c) Following matching of rates as above said bidder would be considered as successful bidder for allotment of both packages.

16. Determination of highest ranking Bidder

- 16.1. The **highest ranking** Bidder (“**R1**”) shall be one who has quoted maximum for a route package after evaluation of Financial Bids as per criteria stated in above Table. The bidder who quotes maximum for any route package in above evaluation shall be declared as highest (**R1**) bidder for that route package.
- 16.2 In case of a tie between 2 (two) or more Bidders for highest rank, such Bidders shall be asked to submit Financial Bid again to M.D., OI DC to break the tie, provided however, that such re-submission of Financial Bid(s) by Bidders shall not, in any event, be lower than their respective original Financial Bid(s). Such subsequent Financial Bid(s) shall also be evaluated on same criteria as original Financial Bid(s).

17. Discharge of Bid Security of unsuccessful Bidder(s)

Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after expiry of Bid validity and latest after the 30th (thirtieth) day of signing of Agreement with Successful Bidder(s).

18. Discharge of Bid Security of successful Bidder

Successful Bidder(s) shall be required to furnish a performance guarantee on or before date of signing the Agreement. Bid Security of a Successful Bidder shall be discharged only after Successful Bidder furnishes performance guarantee as required. Successful Bidder(s)' Bid Security shall not be adjusted against Performance Guarantee.

19. Forfeiture of Bid Security

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

- (i) If a Bidder withdraws the proposal during the period of Bid validity. or
- (ii) In case of a Successful Bidder, if the Bidder fails to sign the Agreement or fails to furnish required performance guarantee within stipulated time in accordance with General Conditions of Contract set forth herein.

20. Contacting M.D.

Unless specifically requested by M.D. for a clarification, no Bidder shall contact M.D. on any matter relating to his Bid, from the time of Qualification Bid opening to the time Agreement is executed with Successful Bidder.

21. M.D.'s right to accept or reject any and/or all Bids

M.D. reserves the right to accept or reject any Bid in its sole discretion, and to annul the bidding process and reject all Bids without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability or any obligation, of any nature whatsoever.

22. Notification to Successful Bidder(s)

Before expiry of period of validity of the Bid, M.D. shall notify Successful Bidder(s) in writing by registered AD / speed post and email that its Bid has been accepted and issue Letter of Acceptance to such Successful Bidder(s). Successful Bidder(s) shall acknowledge in writing receipt of such notice and Letter of Acceptance and in response thereto shall send its acceptance to provide specified buses as per terms and conditions finalized by M.D. OI DC on BOOM basis for the PICS as also for provision of tourist services as well as enter into Agreement with M.D. within seven (7) days of receipt of Letter of Acceptance.

23. Signing of Agreement

Bidders should note that in the event of acceptance of its Bid, Successful Bidder(s) would be required to execute Agreement in form attached hereto in **Appendix 7**, with such modifications thereto / therein as may be considered necessary by the M.D. at the time of finalization of Agreement. Accordingly, M.D. hereby reserves the right to modify terms of the Draft Agreement not amounting to post bid benefits. It is clarified that the issuance of Letter of Acceptance shall be followed by signing of Agreement (as aforesaid) and thereafter Successful Bidder(s) shall commence provisioning and operation of buses for the PICS as also for provision of tourist services. The signing of Agreement shall be completed within 1 (one) month of issuance of Letter of Acceptance to Successful Bidder(s) or within such extended time frame as extended by M.D. in its sole discretion.

24. Expenses for the Agreement

Any and all incidental expenses of execution of the Agreement shall be borne by the Successful Bidder(s).

25. Annulment of Award

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

26. Failure to abide by the Agreement

The conditions stipulated in the Agreement shall be strictly adhered to by Bus Providers/Operators and any violation thereof by Bus Providers/operators may result in termination of the Agreement without prejudice to any rights available to M.D. upon such termination as set forth in the Agreement.

In exceptional circumstances, prior to expiry of bid Validity Period, M.D. O IDC may request bidders to extend bid Validity Period for a specified additional period. Bidders not extending bid Validity Period, when so requested, would automatically be disqualified.

27. Confidentiality

Information relating to examination, clarification, evaluation, and recommendation for short-listed Bidders shall not be disclosed to any person not officially concerned with the Bidding Process. M.D. O IDC will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence.

M.D. O IDC shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

F. GENERAL CONDITIONS OF CONTRACT

1. Application

These general conditions shall apply to Bus Provider to the extent that provisions in the Agreement do not supersede them.

2. Standard of Performance

- i) Bus provider shall perform services and carry out its obligations under the Agreement with due diligence, efficiency and economy; in accordance with generally accepted practices used in the industry and in a professional manner and shall observe sound management, technical and engineering practices. Bus Provider shall deploy appropriate technology, safe and effective equipment, skilled, competent and professionally trained staff and use latest methods for The “PICS” Project as also for provision of tourist services. In the event that M.D. requires any interaction and / or arrangement with a third party in relation to the PICS as also for provision of tourist services, Bus Provider shall act as a faithful advisors to M.D. in such process and shall, at all times, support and safeguard M.D.’s legitimate interests in this context.
- ii) Bus provider shall maintain service quality and other performance as per standards given in the RFQ-cum-RFP document.

3. Use of Agreement & Information

- i.a. Bus Provider shall not, without M.D.’s prior written consent, disclose contents of this Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of M.D. in connection therewith, to any person outside the scope of the PICS including provision of tourist bus services.
- i.b. Bus Provider shall not, without M.D.’s prior written consent, make use of any document or information, which becomes available to Bus Provider during performance of Agreement, except such use of information for purpose of performing the Agreement.
- i.c. All documents other than the Agreement itself, including without limitation any drawings, plans, specifications, charts, etc. shall remain property of M.D. and shall be retained (in all copies) by M.D.

4. Indemnity

- i.c.1. Bus Provider shall at all times, i.e. during the subsistence of the Agreement and any time thereafter, defend, indemnify and hold M.D. harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims) and expenses (including court costs) arising out of or relating to the breach by Bus Provider of any covenant, representation or warranty or from any act or omission of the Bus Provider or his

agents, employees or sub contractors. M.D. will notify Bus Provider of any such claim, suit or proceeding and will assist Bus Provider (at Bus Provider's expense) in defense of the same and bus provider will indemnify for all the losses suffered by OI DC due to this.

i.c.2. Liability of the buses in case of accidents has to be taken by the private operator. Besides any other / all liabilities arising out of accidents involving buses and or any other resources during operation, repair and maintenance, parking / shunting etc of buses and or while using plant / equipment etc in depots or otherwise, have to be taken by the private operator and OI DC will have nothing to do with it and will not be held responsible for it.

5. Performance Guarantee

- (a) Within 30 (thirty) days of receipt of Letter of Acceptance by Bus Provider, Bus Provider shall furnish a performance guarantee to M.D., **for an amount equal to Rs. 1,000,000/- (Rupees ten lakhs) per bus** in form of a Bank Guarantee from any Scheduled Bank approved by RBI or Demand Draft / Bankers' Cheque drawn on a Scheduled Indian Bank in favour of "M.D. OI DC, payable at Daman, DD&DNH. However, should Bus Provider furnish Bank Guarantee of foreign banks, same should be counter guaranteed by a Scheduled Indian Bank approved by RBI. Bid Security submitted by Successful Bidder shall not be adjusted against Performance Guarantee. The general format of bank guarantee for Performance Guarantee is set forth in **Appendix 5** of this RFQ cum RFP.
- (b) In the event of any subsequent enhancement of number of buses provided to PICS and tourist services required there-under, Bus Provider shall be required to furnish to M.D. an additional performance guarantee(s) for an amount equal to Rs. 1,000,000/- (Rupees Ten Lakhs) for every additional bus that may be added to bus fleet provided by bus provider for PICS as also for provision of tourist services operations from time to time.
- (c) Performance Guarantee in form of a bank guarantee shall be irrevocable and valid for the entire Agreement Period and an additional period of 180 (One hundred and eighty) days thereafter.
- (e) Performance Bank Guarantee may be forfeited mainly in respect of the following, besides others given in RFQ-cum-RFP Document elsewhere:
- Non-fulfillment of any or all of the bus providers' obligations with reference to bus provider Agreement for PICS as also for provision of tourist services
 - Non-payment of any of the dues payable to M.D. by bus provider in respect of following, amongst others:
 - Liquidated Damages levied for delayed / short / non-supply of buses of prescribed specifications, or fleet mix ratios duly equipped with various amenities / facilities

- Fines / penalties for defaults / deficiencies in performance of services / obligations
- System Management Contribution
- Interest leviable on delayed / non-payment of dues
- Non-provisioning of parking facilities / control rooms / workshops / repair & maintenance arrangements
- Any other default / deficiency in fulfillment of obligations / payment of Govt. taxes as applicable from time to time in the industry by bus provider as per the Agreement

6. Representations and Warranties

- a) Bus Provider hereby represents and warrants that the buses and services implemented under the PICS as also for provision of tourist services shall be:
- (i) in accordance with standards laid out in the RFQ cum RFP and or by M.D. for the PICS as also for provision of tourist services and those provided during term of the agreement;
 - (ii) provided under BOOM scheme shall be as per specifications given in the RFQ cum RFP and meeting all mandatory, legal and other statutory requirements for operation as super deluxe AC buses in DD&DNH / specified routes / purpose.
 - (iii) compliant with System Requirements/Specifications set forth in this RFQ cum RFP;
 - (iv) fit and sufficient for the purpose(s) for which they are designed and developed;
 - (v) be new as given in RFQ cum RFP / agreement , certified for quality; and registered with concerned agency after completing all legal, statutory and other requirements for PICS as also for provision of tourist services buses,
 - (vi) be free from defects in design, material and workmanship, whether latent or Otherwise,
- b) Bus Provider hereby represents and warrants that neither buses for PICS as also for provision of tourist services nor any use thereof will infringe any patent, trademark, copyright, trade secret, or other proprietary right of a third party.
- c) Bus Provider hereby further represents and warrants that the PICS services as also for provision of tourist services, Bus Provider(s) provides hereunder shall be performed in a competent manner.
- d) Bus Provider hereby agrees that above stated Representations and Warranties (i) shall survive inspection, acceptance and use of buses for the PICS as also for provision of tourist services by M.D. or any other authorized agency; (ii) are for benefit of OIDC; and (iii) are in addition to

any warranties and remedies to which M.D. may otherwise agree or which are provided by law.

7. Assignment

Bus Provider shall not assign, in whole or in part, any right or delegate any duty under the Agreement to any third party.

8. Delay in providing buses to PICS as also for provision of tourist services in DD&DNH and default/deficiencies in quality of service in Bus Provider's performance

- a) Bus Provider shall ensure that buses are provided to, PICS as also for provision of tourist services on BOOM basis as per time schedule given in the Agreement and / or any amendments thereto. A delay by Bus Provider in performance of its obligations under the Agreement shall render Bus Provider liable to any or all of the following sanctions in sole discretion of M.D.:
 - (i) Forfeiture of Bus Provider's Performance Guarantee
 - (ii) Imposition of liquidated damages on Bus Provider in terms of this RFQ cum RFP, and / or
 - (iii) Termination of the Agreement

- b) Bus provider shall ensure that quality of service rendered is as per specified standards or better if so quoted by him in his bid. Any default/deficiency in service quality performance shall attract penalties/fines as specified in RFQ cum RFP document. Bus provider shall ensure timely payment of same failing which actions as provided for at 8'a' above besides any other action deemed fit shall be taken by M.D.

- c) If at any time during performance of the Agreement, Bus Provider or its Consortium partners should encounter conditions impeding timely completion and / or performance of services under the Agreement, Bus Provider shall promptly notify M.D. in writing of the fact and reasons for delay and likely duration of such delay. As soon as practicable after receipt of Bus Provider's notice in this behalf, M.D. shall evaluate the situation and may at its discretion extend Bus Provider's time for performance of Bus Provider's obligations under the Agreement. Any such extension shall be valid only if ratified by parties by way of making appropriate amendment(s) in writing to the Agreement as may be mutually agreed to between the parties.

9. Quality Check & Acceptance of buses

Bus Provider shall finalize Quality Checks and Acceptance Test Plan of offered buses, generally in line with the one given in the bus specifications, to OI DC and after finalization; same shall form an integral part of the Agreement. The buses offered by Bus Provider for PICS as also for provision of tourist services shall be inspected for acceptance / rejection (as applicable) in accordance with Quality

Check and Acceptance Test Plan given in the bus specifications by M.D. or its authorized agency.

10. Payment Terms

- a) Payment of system management contribution (SMC) by Bus Provider (as per the Agreement) to OI DC shall be made in lump sum in advance once in a month. Payment of any other dues such as Liquidity Damages, fines / penalties for delays / defaults / deficiencies in fulfillment of bus providers' obligations besides interest on non / short / delayed payments shall be similarly made.
- b) The aforesaid lump sum payments by Bus Provider to OI DC shall be made by 20th day of preceding month and failure to do so will attract an interest of 18% per annum (1.5% per month or part thereof) on entire outstanding amount. Bus provider shall also pay all fines, penalties, liquidated damages etc if any as per the scheduled dates prescribed by the M.D. OI DC for making of payments by bus provider.
- c) Any and all payment(s) of system management contribution / liquidated damages/penalties etc by Bus Provider shall be by way of a account payee Pay Order / demand draft of a Scheduled Bank in India drawn in favour of OI DC Ltd., and payable at par at Daman, DD&DNH. When-ever feasible payments would be effected through ECS and or any other mechanism followed by banks for which bus provider / M.D. OI DC shall have to complete necessary formalities as required by bankers.
- d) Any and all applicable taxes including without limitation any and all Service Tax in performance of services under the Agreement shall be borne by Bus Provider.

11. Liquidated Damages

In the event of delay in induction of buses by the Bus Provider in relation to schedule of supplies stipulated in the Agreement for the PICS as also for provision of tourist services, or any subsequent amendment thereto, OI DC shall recover from Bus Provider liquidated damages (and not by way of penalty) @ Rs.1,500 (Rupees one thousand five hundred) per bus per day of delay. Further, Liquidity Damages shall also be recovered for delays / non-provisioning of any or all of following within prescribed time schedule as per details in **Annexure B**.

- Bus repair workshops / arrangement for repair and maintenance of buses as per RFQ-cum-RFP Document
- Control room
- Parking Spaces

12. Implementation

- i) Bus Provider shall make buses available after due inspection, registration etc and complete with all documents, certificates as required for the PICS as also for provision of tourist services as per the schedule given in agreement, and commence their operations as per duty schedule, on routes, trips etc as directed by M.D. or its staff, or authorized representative from time to time.
- ii) Bus provider shall ensure, at all times, that service quality and other performance standards are maintained throughout the Agreement. Fines/penalties shall be levied for any defaults/deficiencies in performance.

13. Right to Inspect buses, Support Facilities and Documents / Records

- a) OI DC reserves the right to inspect / arrange inspection through an authorized agent of any bus and support facility used by Bus Provider in relation to implementation of the PICS as also for provision of tourist services. OI DC shall do so as per the act/ rules/ regulations and or after giving prior notice to Bus Provider. Bus Provider shall at all times assist OI DC in such inspections.
- b) OI DC reserves the right to inspect / arrange inspection through an authorized agent of any all relevant documents / records of bus operations / records including books of accounts of statutory payments like PF, ESIC, Service Tax, other taxes and levies, etc. of Bus Provider at any time to monitor compliance with Bus Provider's obligations in relation to implementation of the PICS as also for provision of tourist services. OI DC shall do so as per the act/ rules/ regulations and or after giving prior notice to Bus Provider and make a visit during office hours of Bus Provider. Bus Provider shall at all times assist OI DC in such inspections. Bus provider will ensure timely payment of all applicable Govt. taxes and dues and OI DC will not be held responsible for such lapses.

14. Ownership & Protection of Property

- a) M.D. shall retain title and ownership of site if any allowed to use / allotted by M.D. to Bus Provider for purposes of carrying out Bus Provider's obligations in relation to the PICS as also for provision of tourist services. Such title and ownership of M.D. in any such site shall not pass to Bus Provider.
- b) M.D. shall own any and all data created out of the PICS as also for provision of tourist services at all the times, during and after the expiry / termination of the Agreement. Bus Provider shall not have any claim on and for such data and shall not for any reason withhold such data from M.D.
- c) Bus Provider shall exercise all due caution to protect and maintain the data created out of / during this PICS as also for provision of tourist services.

- d) Bus Provider shall not share, sell or in any manner use the data created by Bus Provider out of this PICS as also for provision of tourist services otherwise than in accordance with the terms of the Agreement.
- e) Upon expiry or earlier termination of the Agreement, Bus Provider shall transfer possession of any and all assets including without limitation any hardware, software etc. designed, created, implemented by Bus Provider for the PICS as also for provision of tourist services to OI DC.

15. Intellectual Property Rights

- a) Bus Provider shall acknowledge and agree that any and all hardware, software, and / or firmware developed by Bus Provider for M.D. in relation to the PICS as also for provision of tourist services and any modifications thereto or works derived there-from shall be the exclusive property of OI DC at all times and OI DC shall retain all right, title and interest in and to the same. Provided however that the Bus Provider shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the PICS as also for provision of tourist services on specific approval of the same by M.D.
- b) After expiry or termination of the Agreement Bus Provider shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed by Bus Provider for OI DC under the PICS as also for provision of tourist services for any purpose whatsoever.
- c) For purposes of this RFQ cum RFP and the Agreement terms “software”, “software programs” shall include without limitation specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided by OI DC to Bus Provider in relation to the PICS as also for provision of tourist services pursuant to the Agreement.
- d) OI DC may in its sole discretion allow use of any and all buses used in relation to the PICS as also for provision of tourist services by Bus Provider to a third party for the purpose of advertisements etc inside / outside the buses. Provided however that such use shall be done only after prior approval of M.D. in which event the parties shall arrive at an understanding which shall be set forth in writing in a Memorandum of Understanding (“MOU”) between M.D. and the Bus Provider before taking up such activity. MOU shall clearly state terms of / for such usage/activity, the responsibilities of Bus Provider and M.D. respectively as well as financial implications thereof.

16. Confidentiality Obligations of Bus Provider

(a) Confidential Information

- (i) Bus Provider shall treat as confidential any information which is clearly described as confidential otherwise clearly marked as confidential or proprietary to M.D. ("Confidential Information"). Notwithstanding generality of foregoing, Confidential Information shall include any proprietary or confidential information of M.D. relating to the PICS as also for provision of tourist services or services provided under the Agreement in relation thereto and information relating to M.D.'s business or operations.
- (ii) Bus Provider shall not without M.D.'s prior written consent use, copy or remove any Confidential Information from M.D.'s premises, except to the extent necessary to carry out Bus Provider's obligations hereunder. Upon completion or termination of each assignment hereunder, Bus Provider shall return to M.D. all documents or other materials containing M.D.'s Confidential Information and shall destroy all copies thereof.

(b) Confidentiality Exceptions

Confidential Information shall not include information which:

- (i) Is or becomes generally available to the public without any act or omission of Bus Provider
- (ii) Was in Bus Provider's possession prior to the time it was received from M.D. or came into Bus Provider's possession thereafter, in each case lawfully obtained from a source other than M.D. and not subject to any obligation of confidentiality or restriction on use;
- (iii) Is required to be disclosed by court order or operation of law; in such event, Bus Provider shall so notify M.D. before such disclosure; or
- (iv) is independently developed by or for Bus Provider by persons not having exposure to M.D.'s Confidential Information

(c) Period of Confidentiality

Bus Provider's obligations of confidentiality regarding M.D.'s Confidential Information shall terminate 3 (three) years after expiry or earlier termination of the Agreement.

17. Suspension

On occurrence of any of the following events, M.D. shall by a written notice of suspension, suspend any agreements as set forth in the Agreement which may have been granted to the Bus Provider there-under:

- (i) In the event and to the extent M.D. is required to do so by any applicable law(s), rule(s), guideline(s), or court order(s). Any such notice of suspension shall specify the applicable law(s), rule(s), guideline(s), or court order(s).
- (ii) In the event Bus Provider fails to perform any of its obligations under the Agreement as required (including the carrying out of any services there-under). Any such notice of suspension issued by M.D. to Bus Provider

shall specify the nature of failure and may request Bus Provider to remedy such failure within a specified period, as decided by M.D. in its sole discretion, from date of issue of such notice of suspension.

18. Term (duration) of Agreement

The term (duration) of the Agreement shall be 8 (eight) years, commencing from the date of regular (commercial) operation stage following execution of the Agreement between M.D. and Bus Provider and induction of all 15 buses.

19. Termination for Default

(a) Without prejudice to any other rights available to M.D. for breach of contract or otherwise M.D. may in its sole discretion terminate the Agreement in whole or in part if:

- (i) Bus Provider fails to perform any of Bus Provider's obligations set forth in the Agreement; and / or
- (ii) Bus Provider fails to adhere to the timelines set forth in the Agreement for performance of Bus Provider's obligations there-under; and / or
- (iii) Bus Provider fails to comply with the applicable acts, rules, laws, taxes, regulations etc,

(b) In any of the above mentioned conditions, M.D. shall have the right to

- Invoke Performance Guarantee and / or take any other action including provisioning of buses to the PICS as also for provision of tourist services through another Agreement with any replacement Bus Provider selected by M.D. in its sole discretion at the risk and cost of the bus provider
- Take over entire infrastructure developed by Bus Provider for the PICS as also for provision of tourist services or any part thereof and / or negotiate with Bus Provider to transfer said infrastructure or part thereof to a replacement Bus Provider selected by M.D., in M.D.'s sole discretion.

(c) If Bus Provider, having been notified, fails to remedy defect(s) / defaults / deficiencies etc within a timeframe specified in Service quality performance Level Acceptance metrics section and as decided by M.D., M.D. may proceed to take such remedial action as may be necessary, at Bus Provider's risk and expense and without prejudice to any other rights which M.D. may have against the Bus Provider under the Agreement.

20. Termination for Insolvency, Dissolution etc

M.D. may at any time terminate the Agreement by giving written notice to Bus Provider without any compensation to Bus Provider, if Bus Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of the company, provided that such termination will not prejudice any other rights of M.D. Notwithstanding generality of foregoing, M.D. reserves the right to invoke Performance Guarantee and / or take any other action including provisioning of buses to the PICS as also for provision of tourist services through another Agreement with any replacement Bus Provider selected by M.D. in its sole discretion at the risk and cost of the bus provider, take over the entire

infrastructure developed by Bus Provider for the PICS as also for provision of tourist services or any part thereof and / or negotiate with Bus Provider to transfer said infrastructure or part thereof to a replacement Bus Provider selected by M.D., in M.D.'s sole discretion.

21. Force Majeure

- a) M.D. shall not forfeit Bus Provider's Performance Guarantee or charge liquidated damages or terminate the Agreement for default, if and to the extent that delay in performance or failure to perform Bus Provider's obligations under the Agreement is the result of an event of Force Majeure.
- b) For purposes of this Clause "Force Majeure" means an event beyond the reasonable control of Bus Provider. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, Bus Provider shall promptly notify M.D. in writing of such conditions and the cause thereof. Unless otherwise directed by M.D. in writing, Bus Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22. Phases of Contract

22.1 Duration of Contract

The duration of this contract is indeterminate but is determined as the following stages are completed.

22.1.1 Pre-operative stage, commences from the effective date of execution of the bus provider Agreement and ends by the date of initiation of regular operating stage when first bus followed by another 14 buses taking the fleet size to 15 (=12+3 for tourist services) buses of the bus provider is inducted for operation in PICS as also for provision of tourist services routes for regular operations.

22.1.2 The regular (commercial) operation stage. The regular operating stage begins on the date which M.D. OI DC establishes that the bus provider has inducted 15 buses as per schedule and begun operating its fleet in "PICS Project" operations as also for provision of tourist services, under technical, economic and operating conditions provided for in the agreement.

The regular operating stage shall end at the end of eighth year of operation of buses.

The regular operating stage will terminate on the 30th day of the month immediately following the first month arrived at according to above calculations.

22.1.3. The reversion stage The reversion stage in which contracts are reverted, is the day following expiry of regular operating stages, when return of assets etc if any provided by M.D. must be made immediately, all of which must occur within a maximum period of 30 working days of completion of regular operation phase to avoid any breach of contract.

This stage will terminate on the date in which M.D. OI DC issues certificate acknowledging receipt of total assets delivered if any under administration / lease etc to the bus providers, in state and conditions provided for in this contract.

Only as of the date in which above certificate is issued, will termination of this contract be understood terminated, generating legal effects and resulting in obligation by the parties to proceed to liquidation of the contract.

The bus provider will assume all expenses, taxes and other charges and costs involved in reversion process.

The bus provider will also deliver certificates of good standing issued by all entities providing public services, fiscal authorities of national, departmental and municipal order, and by its contractors, subcontractors, employees or agents. M.D. OI DC will only issue corresponding performance certificate once it has been shown to its satisfaction, that above obligations have been satisfied and that respective policies have been established

23. Steering Committee & Independent Advisor

23.1 Constitution of Steering Committee for PICS as also for provision of tourist services

- (a) Pursuant to execution of the Agreement, M.D. shall nominate members to formulate a steering committee to oversee and monitor the work performed by Bus Provider under the Agreement (“Steering Committee”). The Steering Committee shall comprise of following persons:
 - (i) 3 (three) representatives of M.D.,
 - (ii) 1 (one) representative of each of Bus Providers,
 - (iii) 1 (one) representative of the U.T Administration of DD&DNH
 - (iv) 1 such other expert as deemed necessary to be appointed by M.D. in its sole discretion.
- (b) Out of the 3 (three) representatives of M.D., 1 (one) shall be appointed as Chairman of the Steering Committee and 1 (one) shall be its Member Secretary.
- (c) As the PICS as also for provision of tourist services is an entirely new initiative taken by the OI DC / U.T Administration of DD&DNH in the Passenger Road Transport System involving totally new concepts of

planning / implementation situations, Deputy Director of Transport (Transport), U.T Administration of DD&DNH, may be assigned the position of the Chairman of the Steering Committee for facilitating coordination at various levels in other Departments / Ministries of the Government besides the OI DC.

23.2 Functions Role and Frequency of Steering Committee Meetings

- (a) Steering Committee shall carry out such functions and exercise such powers as are determined by M.D. duly approved by the Chairman OI DC from time to time including without limitation examining reports submitted by Independent Advisor / M.D. Staff.
- (b) Steering Committee is expected to hold meetings at least once every month to review progress made/operational performance etc in relation to the PICS as also for provision of tourist services during implementation period and once every quarter during operation period. Independent Advisor may be invited to such meetings as a special invitee.

23.3 Appointment of Independent Advisor

- (a) M.D. may, in its sole discretion, appoint an Independent Advisor (including without limitation of a firm / corporation of engineers) having necessary expertise to undertake, perform and carry out such duties, responsibilities, services and activities as set forth by the M.D. to oversee quality of buses, their repair and maintenance, roadworthiness, presentation, cleanliness, etc besides implementation and operation of the PICS as also for provision of tourist services by Bus Provider for such time as may be necessary ("Independent Advisor"). M.D. may appoint such Independent Advisor at / after execution of Agreement. Tenure and scope of work and reports to be submitted by the Independent Advisor shall be as finalized by M.D. in consultation with the bus providers. Bus provider will provide full co-operation to independent Advisor, so appointed at all times.

23.4 Roles & Responsibility of Independent Advisor

- (a) Any Independent Advisor appointed by M.D. shall submit to M.D. such reports as required by M.D. or any other reports as may be required by M.D. at least once every month or more frequently as the situation may warrant, on progress of implementation of the PICS as also for provision of tourist services.
- (b) Professional fees payable to Independent Advisor shall be shared equally between M.D. and Bus Provider and same shall be payable as per schedule of payment agreed to with such Independent Advisor in accordance with terms of its appointment by M.D..
- (c) If M.D. shall have reason to believe that Independent Advisor is not discharging it's duties in a fair, appropriate and diligent manner, M.D. may terminate appointment of such Independent Advisor and appoint another Independent Advisor in accordance with these general terms governing appointment of an Independent Advisor, simultaneously making alternative arrangements.

G. SCOPE OF SERVICES

1. Overview of the Scope of services for the PICS as also for provision of tourist services w.r.t. to bus provider activities

In order to achieve Aims and Objectives of the PICS as also for provision of tourist services, M.D. plans to implement the PICS ("PICS Project") as also for provision of tourist services of passenger public road transport system in the areas / Routes of influence / contiguous states areas as demarcated in the Union Territory of Daman & Diu And Dadra & Nagar Haveli (DD&DNH), under M.D. OI DC as specified in the Scope of services

1.1 Bus Provider shall ensure that buses and services provided by them broadly cover the following:

- a) Buy, Own, Operate and Maintain buses as per bus specifications prescribed by M.D. in the RFQ cum RFP document and operate them for the OI DC's PICS as also for provision of tourist services as per schedules, on routes, trips, areas etc at his cost. Two buses to ply on each route in opposite direction so as to meet the travel demand. In case the private operator wants to ply more buses on allotted routes, OI DC will provide the operator stage carriage permits for the same within applicable statutes.
- b) Make arrangement of parking space for buses, control room (s) for online monitoring of services, etc., at his cost, as near to start / end of routes of allocated areas / routes as possible to avoid operating dead kilometers. M.D. OI DC, may in due course endeavour (not to be construed as any assurance) to create such space and offer it to bus providers on administration / lease for duration of the contract for the purpose of parking of buses /commissioning of control room etc as per terms and conditions finalized by the M.D. OI DC. Parking and Control room in Daman, Diu and Silvassa to be provided by U.T. Administration of Daman & Diu and Dadra & Nagar Haveli and O.I.D.C. if possible on chargeable basis and in other states to be arranged by the operator.
- c) Make available assigned number of buses as per prescribed fleet mix ratios or as amended by M.D., OI DC for operation at a place, time, for the duration etc and operate them on routes, schedules, trips, etc at his cost from time to time as per terms & conditions of the agreement.
- d) make buses available for display of advertisements inside / outside buses as decided by M.D and as per terms and conditions finalized by M.D., OI DC, as and when if any decided by M.D.
- e) Provide trained and skilled staff for operation, maintenance, and supervision of buses and other facilities related thereto at his cost for services as per agreement

- f) Ensure quality of buses, purchased by him, to be as per the prescribed specifications. Obtain all certificates, test reports, and other documents as indicated in the specifications and submit them to M.D., O IDC. Get buses inspected and approved by M.D., O IDC and obtain a certificate of acceptance to enable him to commence operations in the “PICS Project” as also for provision of tourist services.
- g) To arrange for regular preventive maintenance and break down repairs etc at his own workshop or through an annual maintenance contract with bus manufacturer or his authorized dealers or through other well equipped workshops. Submit a certificate of inspection from the authorized dealer or representative of bus manufacturer, inter alia indicating that bus is in full road worthiness state of operation, free from any defect, deficiencies etc meeting all specifications as contracted.
- h) co-operate with all other service providers and facilitate their operations in the “PICS Project” as also for provision of tourist services e.g. for on board advertisements by advertising agencies / advertiser, terminal facilities provider if any, etc
- i) Operate buses maintaining highest standards of service quality including behavior of the crew and other staff. Implement all instructions, directions, guidelines etc issued through various means of communications by the M.D. O IDC.
- j) ensure cleanliness of buses at all times both inside the bus and outside
- k) Ensure crew interventions for route destination display system as required by the system for efficient and proper operation of the system. Maintain system in perfect operational state at all times.
- l) Provide all information, data, records, documents etc as required by M.D. O IDC from time to time. Respond to all notices letters communications received from M.D. O IDC within given time frame with complete and full replies.
- m) Pay all dues of M.D. O IDC without any delays.
- n) train staff and retrain them periodically for updating their skills in all related fields at his cost
- o) Participate in all meetings, committees etc as directed by the M.D. from time to time.

- p) Develop a Project Management Plan for the PICS as also for provision of tourist services. The Project Management Plan at a minimum, shall detail all tasks related to implementation of PICS as also for provision of tourist services, and for each task, the task / person / effort resource allocation. This information shall be provided in the form of a detailed Gantt Chart detailing all milestones to ensure that all buses will be available to M.D. as per schedule. Submit to M.D. a weekly report on items which are on critical path and that require management action. Bring to notice of the steering Committee in its meetings held at periodic intervals at venue decided by M.D. and provide, inter alia report on the following:
- Progress Reports (Progress against the Project Management Plan)
 - Status of all risks and issues
 - Status of readiness of buses and skilled staff to operate buses and supervise bus operation
- q) identify, analyze and evaluate project risks, and develop cost effective strategies and action plans to mitigate those risks, monitor reports and update project risk profile to M.D.. Monitor progress of the project on regular basis and then analyze deviations, exceptions for corrective actions
- r) implement the PICS as also provision of tourist services as per schedule specified
- s) carry out all other obligations listed elsewhere in the RFQ cum RFP/agreement and or as required for optimal performance of the projects.

1.2 M.D. shall

- a) Specify requirements and provisioning standards for system and its elements clearly, engage all other services providers in time, develop requisite “PICS Project” as also for provision of tourist services infrastructure and facilities, plan, schedule, monitor and control all related activities of the system for timely implementation and commissioning of system
- b) Establish systems, procedures. Develop service provider manuals on various aspects of the PICS services as also for provision of tourist services
- c) Ensure service quality performance to be as per laid out requirements by various service providers
- d) Establish effective system of communication and coordination amongst all stake holders of the system

- e) Ensure timely means of assessment and communication of defaults / deficiencies in services provided
- f) Ensure timely and amicable resolution of disputes between various bus providers and the M.D.
- g) Carry out all other obligations as detailed elsewhere for efficient performance of system on sustainable basis.
- h) Provide Parking / control room facility at said places subject to the security / staff arrangement etc made and paid for by the successful bidder. OI DC takes no responsibility for security / safety of buses at parking location and or for dead kms operation from parking location upto route origin / destination location at said places. Bus provider will not held OI DC responsible for any losses due to this.
- i) Parking and Control room in Daman, Diu and Silvassa to be provided by U.T. Administration of Daman & Diu and Dadra & Nagar Haveli and O.I.D.C. if possible on chargeable basis and in other states to be arranged by the operator.

1.3 Detailed duties and responsibilities of both bus provider and M.D. are given in following sections.

2.0 Rights, Duties and Responsibilities of Bus Provider derived from Bus Provider Agreement of the PICS as also for provision of tourist services

2.1 By means of this contract, and as a result of non-exclusive provisions of contract for provisioning of transport activity of PICS as also for provision of tourist services, Bus Provider has following duties and responsibilities:

2.2.1 **Regarding provision of the passenger road transport services—PICS as also provision of tourist services:**

2.2.2 To buy, own, operate and maintain requisite number of specified buses of type, design, shape, size, style and detailed specifications/quality requirements at his cost as given in tender inviting notice no. OI DC/DMN/T.D./AC Bus/2015-2016/706 dated 16/08/2016 of the M.D., PICS as also for provision of tourist services as per rates, terms and conditions of tender document / subsequent contract.

2.2.3 To ensure that PICS services as also provision of tourist services are of quality as detailed in aforesaid tender document are maintained so on sustainable basis.

- 2.2.4 To ensure that all contractual requirements of tender and subsequently those contained in the contract document are fulfilled throughout currency of contract,
- 2.2.5 To ensure that no deficiencies, defaults or failures in quality of service provided and or of any of the related elements of or acts of providing specified bus transport service levels / provisioning facilities such as workshops, parking places, control rooms, etc., allowed to occur failing which accept and pay penalties/fines / liquidity damages as detailed in tender document/ contract.
- 2.2.6 To charge tariffs of Super Deluxe AC bus services / tourist services / accept charging of user tariffs as fixed / re-fixed from time to time by M.D. OI DC / U.T Administration of DD&DNH / concerned state authorities for route sections falling in their territory. On board tariff collection shall be made using hand held electronic ticket vending machines (GPS/GPRS compatible and smart card friendly). Entire data collected and stored therein shall be transferred timely by bus provider, preferably on-line, to control room / any other place decided by M.D., OI DC.
- 2.2.7 To guarantee provision of PICS services as also provision of tourist services, under conditions of freedom of access, quality, service standards and security of users, with period and continuity established by M.D..
- 2.2.8 To execute, at his own risk and costs, all ancillary or complementary contracts to bus provider contract required for proper operation of PICS as also for provision of tourist services.
- 2.2.9 To carry out route structuring, trip planning and scheduling, in allocated areas / routes as per guidelines prescribed by M.D., OI DC.
- 2.2.10 deploy appropriate type, size and category of buses in proportions as per agreement in all operations as finalized above besides ensuring fitment of other gadgets / equipments / provisions etc
- 2.2.11 To ensure fitment of vehicle tracking system, logical units, communication and control equipment and all other equipment which must be installed in buses and which for that purpose establishes PICS as also provision of tourist services. The installation of logical units and communication and control equipment in buses will take place prior to entry in service or operation of each vehicle. All these units shall be compatible with systems available at bus stops, bus terminals, controls room, etc if any.
- 2.2.11 To perform maintenance of equipment / buses strictly following manufacturer's instructions and to submit a certificate of road worthiness of buses periodically i.e. every quarter, as per contractual specs of M.D. from bus manufacturer or his authorized dealer.

- 2.2.12 To arrange himself, capital / funds / finances, required for total value of investment including working capital necessary for procurement and operation of buses and other related facilities / equipments / services etc, out of his own resources and or through credits or any other source of financing (if any),
- 2.2.13 be liable for and pay damages which may be caused to M.D. O IDC or to third parties, for non-compliance regarding delivery, induction and operations of buses and other actions of the bus providers. The party to enforce such damages is M.D. O IDC.
- 2.2.14 To make available to, PICS as also for provision of tourist services, vehicles required for provision of services which M.D. O IDC, may decide from him, as per technical specification, and of type of equipment, provided for in this contract, on dates and under the terms and conditions laid out by M.D. O IDC.
- 2.2.15 To obtain certificate of fitness for operation into the service, for vehicles assigned to the PICS's operation as also for provision of tourist services, object of this contract from M.D. O IDC.
- 2.2.16 To engage personnel to drive vehicles for which he is responsible, and supervise guide and control bus provider's operations subject to modes and conditions of the prevalent labour acts / regulations / laws / rules as applicable in DD&DNH / related operations states.
- 2.2.17 To ensure that all legal taxes, statutory dues, and all other requirements as per applicable labour acts / rules / regulation / practices are fully complied with by Bus Provider and that M.D. is fully and completely absolved of any responsibility, liability of any kind what so ever on this behalf and or of any act of omission or commission by them. M.D. is expressly understood to be indemnified by bus provider for any of acts of omission/commission and of any consequential damages/losses caused by bus provider's employees, agents, contractor, sub contractors, etc and is fully indemnified by them.
- 2.2.18 To ensure that all his equipments, buses etc are insured as per applicable laws and that all damages, liabilities caused by any incident/accident of buses whether to bus provider's assets or to any third party are fully and completely taken care of by bus provider and M.D. O IDC is not held responsible for any of such damages/losses etc and is fully indemnified for them.
- 2.2.19 To train drivers and organize refresher training programs as decided/accepted by M.D. O IDC ensuring that drivers know and strictly observe applicable rules / regulations / practices / instructions for operation of PICS buses as also those for provision of tourist services and of environmental norms and guaranteeing due attention and protection of passenger.
- 2.2.20 obligations provided at above para, apply to the fact that drivers are duly qualified and are in possession of valid driving license to drive heavy duty passenger transport buses as also for provision of tourist services in allocated operational areas / routes. Before deployment of any driver on buses provided for operation in PICS as also for provision of tourist services, bus provider shall arrange to get verified through conduct of tests-theoretical and practical,

examinations or procedures for evaluation of knowledge, skills and expertise of proposed drivers by M.D. O IDC or an agency / individual appointed by M.D. and obtain a acceptance certificate for deployment of each and every driver. When on duty, driver shall always carry this certificate. No driver without said certificate shall ever be deployed on buses provided for PICS operations as also for provision of tourist services and all responsibility in this regard lies with Bus Provider.

- 2.2.21 To comply with, and enforce among its employees, agents, contractors or subcontractors, all orders, instructions, manuals and regulations in force or which M.D. O IDC may issue, and to expressly comply and cause compliance of corresponding regime of sanctions
- 2.2.22 To maintain in adequate conditions of safety and transit/tourist, route buses which it assigns to meet services required by M.D. O IDC and additional equipment to be installed in buses, stations or in any other installation or premises.
- 2.2.23 To obtain, in due time, licenses and permits required for compliance of all its obligations, under the terms of the contract and will indemnify O IDC for any losses in this regard.
- 2.2.24 To submit, information, data, returns, reports, certificates etc as per requirements of M.D. O IDC, from time to time at defined place and within stipulated time in relation to provisioning and operation of buses for the PICS as also for provision of tourist services besides for any other related activity.
- 2.2.25 To allow adequate supervision of execution of contract by M.D. O IDC or by auditors, inspectors and supervisors appointed by M.D. O IDC allowing full and unrestricted access to any installation, equipments, buses and information by personnel authorized by M.D. O IDC.
- 2.2.26 To prepare environmental impact and management studies, if required, and to adopt measures and execute the plans required or which may be required, in agreement with competent environmental authorities and according to the parameters required by the M.D. O IDC
- 2.2.27 To comply with operating instructions issued by M.D. O IDC and to guarantee operational-ability, security, quality and functionality of System and to enforce them among its employees, contractors, subcontractors, agents or dependents, along with instructions issued by the M.D. O IDC, its authorized representatives and or its control Centers/offices.
- 2.2.28 To maintain adequate conditions of cleanliness and security on buses, stops, stations and terminals used by him / assigned to the PICS as also for provision of tourist services, in compliance with assigned obligations.
- 2.2.29 To answer to any requirement which M.D., may make regarding due cleanliness and security of buses etc assigned to it in the PICS as also for provision of tourist services

2.2.30 To provide services of appropriate quality as required by M.D. OI DC

A few parameters of service quality are given in the table hereunder:

Table: Service Quality Standards mainly w.r.t. the following parameters:

Sl. No.	Service Quality Parameter		Minimum requirement
1	Regularity of services as indicated by:		
1.1	Trip efficiency	Ratio of trips operated to Trips agreed/scheduled for each category / type of service preferably route wise and for entire package of routes	96%
1.2	Kilometer Efficiency	Ratio of kms operated to kilometers Operation agreed for each category / type of service route wise and for entire package of routes	95%
1.3	Punctuality of operations	Ratio of no. of trips departure within 5 minutes of scheduled timings to total no. of trips operated route wise and for entire package of routes	96%
2	Reliability of buses	No. of Break downs per million kms operation	<20
3	Safety of bus operations	No. of accidents per TEN million (one crore) kms operations	< 15
4	User Satisfaction	No. of user complaints per lakh kilometers regarding crew behavior, over charging, non stopping / over stopping at bus stops, rash driving, carrying un-social elements, over loading, cleanliness / presentability of buses, fitment of un authorized gadgets, non issue of tickets , non operational sub systems of bus , etc	< 6
Note: Benchmarked figures at sr nos 2,3,4 may be proportionately re –adjusted for volume of operations over a month, quarter or half year or annual basis.			

Note: The minimum service quality requirement shall be worked out and monitored on monthly basis for every route and or the entire package of routes as decided by MD OI DC.

2.2.31 To pay for fines and penalties for deficiency in service quality besides Liquidity Damages for various delays / defaults in provisioning of buses / facilities

Fines and penalties for deficiency in service quality levels and in other service related parameters besides Liquidity Damages for delay / default in provisioning of buses and other facilities shall be levied as per details placed at **Annexure B**. These fines and penalties shall be payable by service provider as per schedule given in agreement. Should payment as above not be made / delayed for any reason M.D. shall invoke performance guarantee and recover dues. M.D. shall be free to recover besides these fines / penalties penal interest for delayed payments from service provider. These fines / penalties shall be over and above any other charges enforcement agencies / police etc levies and are hence no substitutes for those actions. M.D. shall also be free to take any other action as deemed fit in different cases.

2.2.32 To pay user charges as decided by M.D., OI DC for use of bus stops, bus terminals, toll roads etc where ever applicable

2.2.33 To establish operations control rooms at appropriate locations as decided by the M.D., and arrange on line communications with control rooms established for monitoring and control of services. Bus provider shall ensure that entire data collected processed by bus operator is transmitted to OI DC on line timely and regularly. Initially, control room shall be established at OI DC headquarters /OI DC workshop office / any other place decided by M.D. within 4 months of signing of Agreement.

2.2.34 To establish adequate parking areas / yards / bus depots for idle parking of buses within 4 months of signing of the Agreement.

2.2.35 To provide bus fleet mix as per requirements of the agreement for PICS.

2.4 Regarding payments to M.D., OI DC / Government(s)

- i) To pay to M.D., system management contribution in lump sum by the due date every month
- ii) To pay additional tax penalties / fines etc as per RFQ cum RFP
- iii) To pay any and all dues by scheduled date and in prescribed manner.
- iv) To pay all taxes and Govt. dues as applicable to respective departments as per law.

2.5 Obligations of bus provider regarding operations yard / bus terminals / bus shelters /parking places as and when provided

2.5.1 The bus provider shall have his own parking place for buses as near to starting points of bus operations to eliminate/ minimize dead kilometers operations for reaching starting point of operation. He shall hold, maintain and operate bus parking yard at his risk and cost. Parking and Control room in Daman, Diu and Silvassa to be provided by U.T. Administration of Daman & Diu and Dadra & Nagar Haveli and O.I.D.C. if possible on chargeable basis and in other states to be arranged by the operator. Bus provider would have no claims for dead kms operation if any, and or for any other actions / services on account of location of such places. Bus provider shall arrange for his own staff, make provisions for security, fire safety / hazards etc at his cost and arrange for and pay for all utilities, all taxes as per demand raised by concerned agencies and or as applicable and fall due for above.

2.5.2 Subsequently as and when M.D. develops a yard, workshop and any other area, M.D. may provide same for use of bus providers as per terms and conditions decided by M.D. All costs, risks, etc for same have to be borne by bus provider, which bus provider clearly understands and expressly agrees to abide by.

2.5.3. To collect any and all taxes applicable on PICS as also for provision of tourist services and all related services and timely deposit same with concerned authorities / M.D. OI DC / related state governments etc as directed by M.D. from time to time.

2.6 Rights of the Bus Provider

Bus provider expressly declares and accepts that service provided is a service of public nature for all legal purposes and with consequences derived from its

nature. The contract to BOOM the buses for **PICS** operation of OI DC as also for provision of tourist services, confers on bus provider, on a non-exclusive basis, following rights:

- 2.6.1 Right to provisioning of passenger transport services on PICS's allocated areas / routes, routes, schedules etc and earn revenue from user charges at rates as fixed / approved by M.D. / U.T Administration of DD&DNH / other related state authorities for provision of PICS services as also for provision of tourist services.
 - 2.6.2 Right to use transport infrastructure of OI DC for PICS (if any ever provided) and use same within limits imposed by operating conditions established by M.D. OI DC. M.D., OI DC / U.T Administration of DD&DNH, does not however give any assurance for above although facilitation efforts in provisioning of above services will be made.
 - 2.6.3 Right to use, if needed, individually and or together with any/all other service provider contract holders, workshops / technical support system/parking area of operations yard, terminals etc if any provided by M.D. OI DC or by its any other agency, as per rates, terms and conditions laid out by the M.D..
 - 2.6.4 Right to use, if needed, individually and or together with any/all other service provider contract holders, parking area of operations yard of another concession holder, if so decided by M.D. OI DC or by its any other agency, as per the rates, terms and conditions laid out by the M.D..
- Note: The above efforts shall not be construed by the bus provider as assurance of any kind.*
- 2.6.5 Right to execute all contracts and operations which it may deem useful to its interests provided they are within the scope of rights and obligations which may arise from this contract and which are consistent with its purpose.
 - 2.6.6 Right to pledge, or in any other form, encumber up to 50% of future revenues which accrue or may accrue by means of this contract, provided that purpose of said encumbrance is to guarantee or ensure payment of credits which bus provider may obtain for investments designed to further performance of this contract. In no case, may the rights of M.D. OI DC be affected.
 - 2.6.7 Right to receive and dispose of freely revenues, incentives, etc it may obtain as a result of bus transport BOOM system of operation under terms and conditions laid out in this contract.
 - 2.6.8 Right to receive any other economic compensation which may be stipulated in this contract.

- 2.6.9 Right to enjoy the rights conferred by this contract.
- 2.6.10 Right to obtain cooperation both from M.D. O IDC as also from all other service providers and contractors, for development of the BOOM system within the framework of this PICS as also for provision of tourist services contract.
- 2.6.11 Right to suggest to M.D. O IDC route structuring, planning, trip scheduling etc in its routes of operation of PICS services as also for provision of tourist services and ensuring minimum services / headways / connectivity etc as required in agreement. M.D. shall however be under no obligation to accept the same.
- 2.6.12 Right to charge user charges / tariffs as fixed, structured and reviewed by M.D. O IDC / authorities of related states. For PICS buses as also those for provision of tourist services, right to approach to fixing / reviewing user tariff by M.D. as per existing system at contracted periodicity / date by M.D. O IDC as per details in RFQ cum RFP.

3.0 Rights and obligations of M.D., O IDC.

- 3.1 Rights of M.D., O IDC: The bus provider under this contract confers to M.D. O IDC the rights that correspond to it in accordance to law and to its nature as owner and manager of PICS as also for provision of tourist services, these include, without limitation, the following:
- 3.1.1 Right to keep ownership on the System, and therefore, that this ownership be recognized and honoured by bus provider.
- 3.1.2 Right to effect structural planning of PICS as also for provision of tourist services.
- 3.1.3 Right to prescribe minimum operational frequency of bus services to be planned by bus provider and to be performed by bus provider.
- 3.1.4 Right to monitor and exercise control of PICS operation as also for provision of tourist services. Right to obtain all data related to PICS as also for provision of tourist services from bus provider and or any of his employees, contractors, associates etc
- 3.1.5 Right to fix, structure, revise, alter bus user tariff / charges as applicable to operations within DD&DNH territory.
- 3.1.6 Right to levy penalties, fines, liquidity damages for delayed provisioning of buses as per prescribed mix besides provisioning of parking places / control rooms / workshop facilities, etc, for service deficiencies / defaults etc and recover the same from the bus provider.

- 3.1.7** Right to fix minimum / maximum number of buses on routes and or allocate buses to any bus providers to any routes to optimally meet requirements of PICS operation as also for provision of tourist services from time to time.
- 3.1.8** Right to increase number of buses initially inducted by up to 100% within 2 years of induction of last bus of contract from a bus provider at same terms and conditions or more favourable ones, if any.
- 3.1.9** Right to recover liquidated damages from bus provider at prescribed rates per bus per day of delay compared to scheduled delivery in providing acceptable quality buses along with requisite staff complete with all certificates etc.
- 3.1.10** Right to obtain performance guarantee of value determined by M.D. OI DC for performance of the contract either through a bank draft drawn on a scheduled bank in India in favour of M.D. OI DC and payable at Daman, DD&DNH or through a bank guarantee valid for duration of the contract .
- 3.1.11** Right to issue to bus provider, its employees, agents, contractors or subcontractors, operating instructions which it may deem convenient in order to guarantee operational-ability, safety, quality and functionality of **PICS** as also for provision of tourist services.
- 3.1.12** Right to supervise performance and execution of this contract, and to have access to the documents and information where the bus provider's activities are recorded.
- 3.1.13** Right to determine, according to convenience of passenger public transport service, future developments of PICS as also for provision of tourist services infrastructure.
- 3.1.14** Right to appoint any other service provider etc and place on board any equipments, gadgets, etc as per requirement of the service provider.
- 3.1.15** Right of restitution of technical support areas in operation yards, parking yards, workshops, bus depots, if any ever provided to bus holders for their use during currency of the contract and as per terms and conditions decided by the M.D. OI DC, together with all their appurtenances and improvements, all of which will be attached to assets delivered under administration, as per the terms and conditions foreseen in this contract.
- 3.1.16** Right to supervise and carryout such management services as deemed necessary for proper provision of passenger road transport services in above areas/ routes of PICS as also for provision of tourist services and levy and collect system management contribution from bus provider for such services.
- 3.1.17** Right to authorize / reject / modify placement of advertising material inside buses or to reject such authorization, where specifications, norms and guidelines contained in manuals and regulations which M.D. OI DC issues or may issue are not complied with, or due to limitations in the contents of said material.

- 3.1.18** Right to stop authorization for placement of advertising material, if studies on demand show that advertising adversely affects use of **PICS** services as also for provision of tourist services or otherwise.
- 3.1.19** Right to prescribe fleet mix wrt type, category, capacity of buses etc, their head ways, deployments etc to provide passenger road transport services to various segments of commuters in different areas, routes, timings etc as per details in the RFQ cum RFP document.
- 3.1.20** Right to obtain on line information about rider-ship, revenue collection, operations, quality of service on regular basis and as per requirement. Right to set up control room(s) and connect them to bus providers' control rooms for monitoring and control of services of the bus providers.
- 3.1.21** Right to appoint a steering committee and independent advisor for PICS as also for provision of tourist services and for any other related work.
- 3.1.22** Right to amend the agreement terms and conditions in any or all clauses in public interest not amounting to post bid benefits to bus provider.
- 3.2. Obligations of M.D. OIDC:** The contract awarded to bus provider establishes following obligations on M.D. OIDC:
- 3.2.1** To effect, either itself or by proxy, planning, monitoring and control activities of the PICS as also for provision of tourist services, which enable bus provider to perform transport activity object of this contract.
- 3.2.2** To allocate routes of operation to bus providers in a transparent and equitable manner as per terms and conditions of the RFQ cum RFP.
- 3.2.3** To deliver in administration, operations yard / parking yard / workshop area etc as and when possible / feasible in future if at all possible and as per terms and conditions finalised by M.D. OIDC to the bus providers, mainly in accordance with conditions mentioned in this contract if any. This is only facilitation by M.D. and should not be construed as any assurance.
- 3.2.4** To refrain from disposing of assets delivered under administration, if this affects rights of the bus providers.
- 3.2.5** To make diligent use of resources available/collected at OIDC, judiciously aiming at continued sustainability and growth of the PICS as also provision of tourist services in DD&DNH / other identified areas of other states / routes etc.
- 3.2.6** To adopt necessary measures in order to guarantee peaceful possession of rights or assets affected or delivered for exploitation of the contract. This obligation is understood only for dispossession purposes.

- 3.2.7 To review / revise bus user tariff / charges, payable to bus providers by commuters of bus services operated within DD&DNH territory, inter-alia on basis of Wholesale Price Index for upto a maximum of 90% of variation in WPI subject to approval of concerned agencies / departments / Government.
- 3.2.8 To expeditiously prescribe minimum level of route plans, head ways, time tables, unified time tables, etc of bus services for hassle free provisioning of transport services in allocated routes / areas.
- 3.2.9 To guarantee and allow the bus provider to operate contracted buses in allocated areas / routes as per laid out schedules.
- 3.2.10 To institute a mechanism of redressal of bus operators / other service providers' grievances within a maximum period of ten days of submission of application for same. To form a Steering Committee under this Agreement. All issues arising out of PICS as also for provision of tourist services, which cannot be resolved by discussions etc at the level of concerned officials shall be referred to Steering Committee, whose decision shall be binding upon all Parties
- 3.2.11 To institutionalize tariff /operations regulatory mechanism, bus terminals / bus stops user charges fixing / reviewing mechanism, inspection and certification of buses using state of art equipments/gadgets etc as soon as possible
- 3.2.12 To provide Bus Provider duty plan with respective route structure etc for minimum bus service levels of operation so that Bus Provider can implement and monitor movement of buses for deviations.
- 3.2.14 To ensure collection of system management contribution from the bus provider at rates fixed and as per payment schedule etc failing which collect dues along-with penal interest calculated on overdue payment at the PLR of the State Bank of India or as per RFQ cum RFP whichever is higher.
- 3.2.15 To verify service quality performance compliance and work out penalties as set forth in the RFQ cum RFP document on monthly/quarterly basis. The monthly/quarterly bills for these shall be raised by M.D. on Bus Provider and the same shall be payable by Bus Provider promptly.
- 3.2.16 To undertake all other tasks required for smooth functioning of the PICS as also for provision of tourist services in the DD&DNH / related states.

4.0 Legal Regime

This contract shall be governed by civil and commercial norms in effect in the Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH), except in matters particularly regulated by law, norms and decrees replacing, supplementing or amending same and as provided in all other consistent regulations which may be applicable.

The legal jurisdiction of this contract and any matter related thereto shall be the courts at Daman, DD&DNH, India.

5.0 Tax Regime of the Contract

5.1 Tax matters of this contract will be governed in accordance with the following:

5.1.1 The execution of this contract will be in accordance with provisions of applicable tax regulations of the Union Territory of Daman & Diu and Dadra & Nagar Haveli (DD&DNH), India.

5.1.2 All taxes, duties and contributions imposed or to be imposed at National level, State level or by any territorial entity or any other authority, and which accrue as a result of execution, signature, performance, compliance or liquidation of this contract will be assumed by bus provider. It will be the sole responsibility of the Bus Provider for its timely compliance.

5.2 The taxes, duties or contributions imposed or to be imposed on title of the assets delivered under administration if any, will be assumed by bus provider as of the date of the Delivery Certificate of the assets, if any, whether provisional or final.

5.3 The passenger tax / additional tax and all other taxes will be charged as per applicable motor vehicles taxation and other acts / rules / regulations etc. in concerned states / territories and as amended from time to time.

6.0 Disqualification

The bus provider declares under oath, which is understood taken upon signature of this contract, that on this date it is not subject to any disqualification provided for in the Constitution or the law, and its regulatory Decrees, or by any other applicable norm.

7.0 Economic Aspects of the Contract

7.1 Basic Principles of Economic Framework of PICS Operation as also for provision of tourist services and its revenues

7.2 The economic framework of the PICS operation as also for provision of tourist services, provisioning of services, construction of clauses of the service provider contracts and exercise of faculties, rights and obligations conferred to each party will be guided by following principles:

7.2.1 Self-sustainability of System over time. The System must be autonomous in its flows, such that it does not require over time any type of subsidy external to operation to remunerate all its agents.

7.2.2 The major income of the, PICS operation as also provision of tourist services shall flow from its operations as a public passenger transport facility and recovery of user charges there-from as per tariffs fixed / approved by the authorized agency of the government of DD&DNH / related states from time to

time. Additional revenues from economic exploitation of system and its elements may also flow. The bus providers and their associates, contractors, agents, sub contractors etc shall make best efforts to maximize such revenues.

7.2.3 Notwithstanding the above, payment of management contribution by the bus providers shall be decided on the basis of competitive bidding.

7.2.5 The rates of tariffs applicable to various services provided by bus providers may be considered for revision periodically on the basis of Wholesale Price Index (WPI) upto a maximum of 90% of variation in WPI, etc by M.D. including the OI DC for operations falling within UT of DD&DNH and subject to approval of Government of DD&DNH. For sections of routes falling in other states all aspects related to tariffs, taxation, any other related matters shall be applicable as prevalent in those concerned states, etc from time to time.

7.2.7 In an effort to minimize expenses of M.D. OI DC, its structure and staffing levels and consequently expenses, are planned to be kept lean by out sourcing most of the services from private sector service providers on public private participation (ppp) concepts.

8.0 Management of the PICS's Funds

Funds generated from passenger public transport service and all other income which the M.D. OI DC may receive will be administered and managed by M.D. OI DC.

9.0 Responsibility of M.D. OI DC in Funds Disposal – as per his mandate by OI DC / U.T Administration of DD&DNH

10. Preservation of the Infrastructure

Preservation of infrastructure shall be made on terms and conditions which guarantee efficient operation of same, technical suitability of organization and performance of operation yards, permanent availability of fleet required for continuity and safety of the passenger transport public service of the PICS as also for provision of tourist services.

In any event, when upgrading works are being carried out, renewal of work stability policies will be reviewed.

11.0 Vehicles

11.1. Provision of vehicles

11.1.1 The bus provider will be responsible for providing vehicles required to meet services planned by PICS as also for provision of tourist services, with fittings and specifications which M.D. OI DC establishes and in accordance with applicable legal regulations in force.

11.1.2 The obligation related to provision of vehicles will be understood to have been complied with, when vehicles correspond exactly to specifications established for its operation within PICS as also for provision of tourist services in Public tender No. OI DC / DMN / T.D. /A.C. Bus / 2015-2016, and provided that compliance with obligation regarding fleet replacement has been accredited.

11.2. Specifications of vehicles

11.2.1 The specific characteristics of type of vehicle which the bus provider undertakes to provide to PICS as also for provision of tourist services System's operation shall be for all effects, those herein provided, in accordance with this document.

11.2.2 The model year of vehicles provided to OI DC System's operation must be 2016 or later; under no circumstance will used vehicles at the time of induction of bus in to the system be accepted, nor any used parts, components or re-worked vehicles for purposes of initial fleet to be incorporated to regular operation of the System provided for herein. To verify requirement of this clause and in order to establish model year of vehicles in case of vehicles comprised by chassis and bodywork, model year of the chassis will be taken into account.

11.2.3 M.D. OI DC reserves the right to verify with manufacturers or with certifying entities the model corresponding to each vehicle linked to the System.

11.2.4 When the type of vehicles provided for herein requires precise dimensions for different characteristics of vehicles or in case that maximum or minimum ranges are established for its properties or require specific characteristics, modification or change of these characteristics or variations to these ranges when there is prior express and written authorization by M.D. OI DC which authorization may be issued to the bus provider provided that there are technical studies which fully justify such changes.

11.2.5 Also, M.D. OI DC may add or delete elements of specification of vehicles which due to their conditions or technological circumstances of infrastructure improve System's operation, in agreement with the bus providers. The implementation cost of these changes or modifications will be on account of the bus providers

11.3 Allocation of vehicles to PICS service as also for provision of tourist services

11.3.1 Only vehicles which have been issued a Service Certificate by M.D. OI DC may operate. This Certificate shall be issued on an individual basis, only when the following requirements have been met:

- (i) To deliver to M.D. OI DC a certificate issued by vehicles manufacturers or suppliers which certifies that vehicles comply with the specifications provided here.

- (ii) To have vehicles available to M.D. OI DC or entity it appoints to make a technical revision which shows compliance with specifications and minimum equipment of vehicles as provided for herein, including incorporation and functionality of logical unit and of communications and control system, if any, required by M.D. OI DC provided above.
- (iii) To have vehicles duly registered with the transport authority in DD&DNH and provided with registration number and certificate of registration etc.
- (iv) To evidence, to the satisfaction of M.D. OI DC compliance with conditions foreseen in this contract for incorporation of vehicle to the PICS system as also for provision of tourist services, by replacement of an equivalent fleet.
- (v) To show that vehicle is covered with Mandatory Insurance Policy in force, so long as this insurance remains a legal obligation.
- (vi) To evidence compliance with OI DC Corporate Image Manual as it related to communication strategies which involves internal and external appearance of vehicles established by M.D. OI DC
- (vii) The Service Certificate shall be a mandatory requirement for remuneration of the activities undertaken by the operator within the “PICS Project” as also for provision of tourist services by each vehicle assigned thereto.

11.3.2. Allocation of the fleet required for system’s operation

The bus provider undertakes to allocate a fleet with number of vehicles committed under public tender which gives rise to this contract. These vehicles must comply with all requirements in order to be allocated to the operation. .

11.4. Fleet size for regular operation

11.4.1 The bus provider shall be responsible for maintaining a fleet size / mix at all times, according to operating needs of PICS System as also for provision of tourist services, in accordance with scheduled services, timing, frequency and place, and meeting operating standards provided herein

11.4.2 Reserve Fleet

Bus provider must maintain a reserve of buses in addition to operating fleet, which ensures coverage of system and permanent availability of fleet approved and which enables it to meet contingencies of the PICS as also for provision of tourist services and the maintenance needs of the fleet. The size of the reserve fleet will be established exclusively by the bus provider.

11.5 During performance of this contract M.D. OI DC may require bus provider to increase its initially contracted fleet size up by 100% of fleet size within 2 years of induction of last bus in PICS as also for provision of tourist services, as per rates terms and conditions applicable to this contract and updated till then..

Within one month of the date on which fleet increase was ordered, bus provider must deliver to M.D. OI DC copy of order placed and acceptance received from

bus supplier to supply additional buses as per applicable specifications and as per confirmed delivery schedule provided by him; failure to do so will mean that M.D. O IDC may order another bus provider to increase its fleet, in which case, bus provider's obligation will cease, without prejudice of bus provider to impose relevant sanctions.

11.6 Fleet ownership and financing mechanisms

- i. Fleet shall be the property of the bus provider and this fact will be verified by M.D. O IDC at the time of reviewing documents which the bus provider must deliver to M.D. O IDC for issue of Service Certificate of vehicles.
- ii When equipment is acquired through a loan, equipment may be given as security to the financial entity. However, vehicles may not be given to secure obligations different to those which the bus provider incurs by virtue of investment obligations stipulated herein.
- iii In any case, use of financial mechanisms for acquisition of vehicles which the bus provider adopts, do not modify under any circumstance, direct and resulting responsibility the bus provider assumes for purposes of this contract, in particular, regarding availability, specifications and technical conditions of buses.
- iv. Liens of any type created by the operator will not affect rights awarded regarding provision of service, but only on operators' assets used to provide service and on income received by operator or which he expects to receive. In any case, liens may only be created once they are approved, expressly and in writing by M.D. O IDC. Assets contained or attached to the operation yards may neither be encumbered, nor charged or pledged. Vehicles may be pledged or transferred under Leasing or Lease-back contracts signed with financial entities authorized by Scheduled Banks, up to a maximum percentage of 10% of total fleet allocated to the System. Foregoing operation requires prior, express and written authorization of M.D. O IDC.
- v. The guarantees issued over vehicles must include clauses which establish that the beneficiary may not make use of, or have title of, the vehicle changed.
- vi The liens created will not generate for the active subject, any kind of title in the PICS as also provision of tourist services, and the bus provider will be responsible for M.D. O IDC for any damages caused by third parties or for having pledged or charged its rights.

11.7 Transfer of vehicles

- 11.7.1 Vehicles may only be maintained in service if they are kept in perfect operating conditions, equipped in accordance with applicable laws, regulations, standards and procedures, with instructions issued by competent authorities or by M.D. O IDC as manager, as provided herein and in regulations and manuals in force issued by M.D. O IDC and those which may be adopted in future.

11.7.2. Without prejudice to above, M.D. OI DC may exclude from service, without indemnity, vehicles which evidence one or more of following situations:

- i. If it is more than 8 years age for allocated routes / packages
- ii. When, in opinion of M.D. OI DC vehicle presents risks to passenger safety.
- iii. When vehicle evidences deficiencies which have direct or indirect incidence in noise or air pollution, above limits provided in this contract or in the law.
- iv. When vehicle exhibits technical or mechanical modifications from its initial specifications.
- v. When vehicle has suffered accidents which seriously affect its structure and/or if passenger safety is at risk.
- vi. In any case, by virtue of this contract and this clause in particular, the bus provider undertakes, unilaterally and irrevocably, to exclude buses from operation in areas/influence route/contiguous areas, after termination of this contract, either due to expiry or for earlier due to other causes.

11.7.3 After the useful life of up to 8 years, vehicle will be dis-engaged from PICS System as also provision of tourist services by M.D. OI DC, and the bus provider must withdraw it from public transport service in the areas/influence route/contiguous areas of operations.

11.8. **Vehicle Maintenance**

11.8.1 The bus provider must deliver to M.D. OI DC upon request, manuals and minimum standards recommended by manufacturers of vehicle. It will make available for operation of M.D., detailing inspection procedure, as well as frequency and type of inspection for each technical condition specified for the vehicle; this procedure must have approval or express and written acknowledgment of the manufacturer.

11.8.2 The above standards and procedures must provide, as minimum, Schedule of preventive maintenance, services and major overhauls according to number of kilometers traveled and internal regulations which enable an evaluation to be made of the need of a corrective maintenance on basis of information supplied by driver.

12.0 **Operating Regime**

12.1 PICS as also for provision of tourist services operation shall be subject to the regulatory regime established by M.D. OI DC which will comprise instructions, manuals and regulations issued or to be issued in order to ensure that operation over the road network is managed on conditions of safety and reliability to which the PICS operation will be subject.

12.2 For these purposes, M.D. O IDC may implement, among others, following manuals and regulations amongst others:

- Operations manual.
- Contingencies manual and safety measures.
- User manual and internal regulations.

12.3 In any case, bus provider must abide by legal and / or regulatory norms in force, and those to be issued in future during term of the contract, issued by national or state authorities through their agencies at central or decentralized level, and to instructions issued by M.D. O IDC within the scope of its legal competency and powers to be established by contract.

13.0 **Operational Planning**

13.1 Overall planning and monitoring of the “PICS Project” as also provision of tourist services is responsibility of M.D. O IDC and the bus providers of operation of PICS as also provision of tourist services, taking into account overall demand of the System and level of service which M.D. O IDC establishes for same, based on existing fleet and range of occupation of vehicles.

13.2 At all events, Institutional model for planning and control of operations of the PICS as also provision of tourist services will be designed, if possible, to the efficient use of facilities for delivery of best passenger road transport services in the operations area and will be implemented as provided herein.

14.0 **Participatory planning for the PICS as also provision of tourist services**

M.D. at its discretion may associate/obtain feedback from the service provider in process of planning of PICS as also for provision of tourist services and prepare operational plans jointly, taking account of following objectives:

- To increase levels of user service.
- To increase demand.
- To reduce journey times for users.
- To maximize use efficiency of fleet to the service of PICS System.

The bus provider undertakes to increase or reduce the fleet assigned to the - PICS as also for provision of tourist services, to the extent established by M.D. O IDC.

15.0 **Modifications in Operating Fleet Size**

Before resorting to a new tender to grant economic exploitation of a new area, route, schedule, M.D. O IDC will evaluate whether all or part of new demand may be served by available bus providers, in which case it may give the operation to existing operators, and these operators will undertake to provide services in accordance with O IDC provisions.

Appendices and annexure enclosed to the RFQ cum RFP

Technical Bid Stage / Qualification Bid-QB), Proposals and **Financial Bids** for PICS as also provision of tourist services shall include the following amongst other details.

Name of the bidder/Bidder company

Sr. No.	Description	Appendix no.	Form nos	Remarks
1.0	Contents and format of technical bid stage / Qualification Bid	1		
1.1	Letter of Application for the bid	1		
1.2	Enclosures to above Letter of application	1		
1.3	Format of Power-of-Attorney for signing of bid	1	1	
1.3.1.	POA for lead member	1	1A	
1.3.2	Affidavit	1	1B	
1.3.3	MOU	1	1C	
1.3.5	MOU – Cooperative	1	1D	
1.3.6	MOU Society	1	1E	
1.3.7	Format for financial capability of bidder	1	IG	
1.4	Undertaking	1	2	
2.0	Contents and formats of Technical bid Stage	2		
2.1	Cover letter	2	1	
2.2	Company name and address details	2	2	
2.2.1	Experience of running Transport services	2	3	
2.3	Details of Experience of bidder and Key personnel of the bus provider	2		
2.3.1	Format for experience of bidder	2	3A	
2.3.2	Format for professional experience	2	3B	
2.3.3	Details of Key Personnel	2	5	
2.4	Details of Availability of bus parking facilities	2	4	
2.5	Induction Schedule of Buses and their repair and maintenance arrangement	2	6	
2.8	Undertaking	2	7	
3.0	Contents and format of financial bid	3		
3.1	System “Management Contribution” in terms of Rupees per month per bus in lump sum and other details of fares, cost per bus km etc	3	1	
3.2	Undertaking	3	2	
4.0	Service quality levels for a few parameters	4		
4.1	Bus service quality parameters – as prescribed by M.D.	4	1	
5.0	Performance guarantee format	5		
5.1	Performa of bank guarantee for performance guarantee	5	1	

Sr. No.	Description	Appendix no.	Form nos	Remarks
6.0	Bus specifications related details	6		
7.0	Draft bus provider agreement	7		

Annexure A Packaging of Operational routes of PICS as also provision of tourist services

Annexure B Schedule of Penalties for Service defects / deficiencies

Annexure C Bus Provider Scheme – Matrix,

Annexure D Additional fitments / requirements on / for buses

Annexure E Service Quality Performance Level Standards for PICS as also provision of tourist services

- I. **Technical Bid Stage (TBS)– the Qualification bid (QB), shall have following minimum documents (Appendix I & II) amongst others included therein :**

APPENDIX 1:

Contents and Format of Technical Bid Stage (TBS)- Qualification Bid(QB) for the PICS
(Request for Technical Bid Stage ((TBS)–the Qualification bid)

Letter of Application

(on Letterhead of the Bidder, including full postal address, telephone, fax, email addresses only to be used for this purpose)

Date.....

To

The Chief General Manager, OI DC

(A Govt. Undertaking)

Plot No.35, Somnath, Nani Daman - 396 210

Sir,

1. Being duly authorized to represent and act on behalf of (here-in after “the Bidder”), and having reviewed and fully understood all the Technical bid stage--qualification information provided in the RFQ cum RFP No.OIDC/DMN.T.D./A.CBus/2015-2016/706 dtd 16/08/2016, the undersigned hereby applies to be qualified by you as a bus provider Bidder for **PICS** as also for provision of tourist services Project of OI DC, DD&DNH, on BOOM (Buy Own Operate, Maintain) basis.

2. Attached to this letter are certified copies of original documents defining:
(a) applicant’s legal status

(b) applicant’s principal place of business; and

(c) place of incorporation (for bidders which are corporations/Companies); or place of registration (or Income Tax registration) and nationality of the owners (For bidders who are partnerships or individually – owned firms), or Registration Certificate for Cooperative Societies, or for societies.

(d) MOU Joint Venture indicating share of lead firm in equity/profits

(e) All documents as specified in TBS and RFQ cum RFP in respective envelopes.

(f) EMD. amount of Rs.5,00,000/- (Rs. Five Lakhs) vide bank draft no. - ----dated----of bank -----drawn in favour of OI DC Ltd. and payable at Daman, DD&DNH

3. M.D. and his authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from banker(s) and / or client(s) regarding any financial and technical aspects hereof by way of letters or otherwise from any such institutions, in order to verify

statements and information provided in this application, or with regard to our resources, experience, and competence.

4. This application is made in the full understanding that:
 - (a) Our bid and any information submitted for Technical bid stage –the qualification bid at the time of bidding will be subject to verification by M.D.;
 - (b) M.D. has reserved the right to:
 - (i) Amend scope of work for PICS as also for provision of tourist services. In such an event, bids will only be called from qualified bidders who meet revised requirements; and
 - (ii) Reject or accept any application, cancel the Technical Bid Stage – the qualification bid / Bid process, and reject all applications; and
 - (c) M.D. shall not be liable for any such actions and shall be under no obligation to inform us of the grounds for the same.
5. Appended to this application, we give details of participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the TBS Document.
6. We confirm that in the event our bid is successful resulting in award of contract, same will be:
 - (a) Signed so as to legally bind all partners jointly and severally; and
 - (b) Submitted with a joint venture agreement providing joint and several liability of all partners in event contract is awarded to us.
7. As a Lead firm, we would have a minimum of 51% equity or profit sharing participation in Joint venture
8. We confirm that we agree with the terms and conditions provided in RFQ cum RFP/TBS (QB) and the Draft Bus Provider Agreement.
9. Technical Bid Stage (TBS), the Financial Bid submitted by us for the PICS as also for provision of tourist services shall be valid for the period of 180 (One hundred and eighty days) from the date of bid opening prescribed by M.D..
10. The Bid Security (EMD) of Rs. Five Lakhs in form ofin favour of OI DC Ltd. is enclosed vide.....
11. The undersigned declares that the statements made and information provided in duly completed application is complete, true and correct in every detail.
Signed
Name
For and on behalf of (name of Bidder) OR
For and on behalf of (name of Joint venture)
For and on behalf of (name of Cooperative Society / Society)
TBS (Request for TBS - Qualification Bid) - enclosures to Letter of application

A. General & Organizational Information

1. All bidders are required to complete the information in this form.

Sr.	Particulars	Details	Remarks
-----	-------------	---------	---------

No			
	Firm Particulars (for each firm in case of Joint Venture)		
i)	Name of Firm Head office address Contact Person Telephone Fax: Email		
ii)	Place for incorporation/registration: Year of incorporation/registration:		
iii)	No of employees		

2. A Power of Attorney in the manner set forth in Form 1 hereto authorizing signatory of the bid to commit the Bidder(s).
3. Applicants shall submit the following information:
 - I. Legal Status
 - II. Place of registration
 - III. Principal business and place for business
4. A certified copy of applicant's current Memorandum and Articles of Association or other relevant constitutional documents and (where relevant) those of its immediate and all superior holding companies.
5. Attach brochure and details of each Firm(s) pertaining to Ownership structure, business areas/activities, business growth, revenue details, staff details and capability statement.
6. We would like to clearly state that we qualify for this work as our company meets all the qualifying criteria indicated by you. The details are as under:
7. We understand that if the details given in support of claims made above are found to be untenable or unverifiable for BOOM then our bid may be rejected without any reference to us. We further clearly understand that M.D. is not obliged to inform us of the reasons of rejection of our bid.

Note: The bidder shall also enclose supporting documents in respect of information furnished above from S.No. 1 to 7 stipulated under qualification criteria

Yours sincerely

(Name, designation, contact address and telephone number of the authorized signatory)

**Form 1: Format of Power-of-Attorney for signing of bid
POWER OF ATTORNEY**

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

Know all men by these presents, we (name of the company -----)

And

address of the registered office) do hereby constitute, appoint and authorize Mr.----- (full name and residential address) who is presently employed with us and holding the position of----- / as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for bus provider Scheme envisaging **Operation of Stage Carriage PICS Services** as also for provision of tourist services in **DD&DNH** / related states on BOOM basis for the PICS as also for provision of tourist services of the OI DC, Government of DD&DNH in response to the tenders invited by M.D., OI DC (hereinafter referred to as M.D.), including signing and submission of all documents and providing information/responses to M.D. in all matters in connection with our Bid.

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

Dated this _____ day of _____ 2016

For

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Notes on Form 1:

1. To be executed by the all bidders.
2. The mode of execution of Power of Attorney should be in accordance with procedure, if any, laid down by applicable law and charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, Bidder should submit for verification extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder
4. In case Application is signed by an authorized Director / Partner or Proprietor of Applicant, a certified copy of appropriate resolution / document conveying such authority may be enclosed in lieu of Power of Attorney.

Form 1A: Format for Power of Attorney for Lead Member of Joint Venture (JV)

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

Power of Attorney

Whereas the OI DC has invited Bids from interested parties for **Operation of Stage Carriage Services** as also provision of tourist services in **DD&DNH / related states in its PICS project**

Whereas, members of the **JV** are interested in bidding for the Scheme and implementing the Scheme in accordance with terms and conditions of the RFQ cum RFP Document and other connected documents in respect of the Scheme, and Whereas, it is necessary under RFQ cum RFP Document for members of the **JV** to designate the Lead Member with all necessary power and authority to do for and on behalf of the **JV**, all acts, deeds and things as may be necessary in connection with the **JV** bid for the Scheme who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the **JV**, as may be necessary in connection the **JV** bid for the Scheme.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s..... (Lead Member), and M/s..... (the respective names and addresses of the registered office) do hereby designate M/s..... being one of the members of the **JV**, as the Lead Member of the **JV**, to do on behalf of the **JV**, all or any of the acts, deeds or things necessary or incidental to the **JV** bid for the Scheme, including submission of Bid / Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the **JV** in all its dealings with M.D., OI DC/ U.T Administration of DD&DNH, any other Government Agency or any person, in connection with the Scheme until culmination of the process of bidding and thereafter till the Bus Provider Agreement is entered into with OI DC.

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

Dated this the...Day of.....2016
(Executants)

(To be executed by all members of the JV)

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

FROM 1B: Format for Affidavit certifying that Entity / Director(s) of Entity are not blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s.....(Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by OI DC, U.T Administration of DD&DNH or blacklisted by any state government or central government / department / agency in India from participating in Scheme/s, either individually or as member of a Consortium as on

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

Dated this.....Day of.....,2016....

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed separately by all the Members in case of JV

Form 1C: Format for Memorandum of Understanding (MOU)

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

This Memorandum of Understanding (MoU) entered into this day of....2016 atamongand having its registered office at , (hereinafter referred as".....",

which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part
and

..... and having its registered office at, (hereinafter referred as".....", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part
and

..... (and having its registered office at....., (hereinafter referred as".....", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Third Part
and

.....and having its registered office at, (hereinafter referred as", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fourth Part
and

..... (and having its registered office at....., (hereinafter referred as".....", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Fifth Part

The parties are individually referred to as Party and collectively as Parties. WHEREAS the M.D., OI DC has invited RFQ cum RFP from entities interested for Operation of Stage Carriage **PICS** Services as also for provision of tourist services in DD&DNH / related states as per terms contained in the RFQ cum RFP Document.

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

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

1. That the Parties will form a Special Purpose Company ("SPC") with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Bus Provider Agreement Period.
2. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as specified in the RFQ cum RFP Document.
3. That M/s....., M/s....., M/s., M/s. and M/s. who are Members of the **JV**

commit to hold equity stakes in the SPC which are in line with requirements of RFQ cum RFP Documents.

4. That the shareholding commitments shall be recorded in the Bus Provider Agreement and no changes shall be allowed thereof, except in accordance with provisions of the RFQ cum RFP Document and Bus Provider Agreement that will be executed if the Scheme is awarded to us.
5. That the Parties shall carry out all obligations and responsibilities in terms of the Agreement.
6. That the roles and the responsibilities of each Party at each stage of the Scheme shall be as follows:
7. That the Parties shall be jointly and severally liable for the execution of the Scheme in accordance with the terms of the Bus Provider Agreement to be executed on award of the Scheme.
8. That the Parties affirm that they shall implement the Scheme in good faith and shall take all necessary steps to ensure expeditious implementation of the Scheme.
9. That this MoU shall be governed in accordance with laws of India and Courts in DD&DNH shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

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

Witness:

Form 1D: Format for Memorandum of Understanding by Cooperative society

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

This Undertaking entered into this _____ day of _____ 2016
at _____ by

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

WHEREAS M.D., OI DC has invited Request for Proposal (RFQ cum RFP) from entities interested for Operation of Stage Carriage **PICS** Services as also for provision of tourist services in DD&DNH / related (hereinafter called the "Scheme") as per the terms contained in RFQ cum RFP Document containing terms of Bus Provider Agreement to be issued to Qualified Bidders.

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

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

1. That the Cooperative Society is duly registered under the DD&DNH Co-operative Societies Act, ----.
2. That the Cooperative Society shall undertake to amend its bye-laws in conformity with the bye-laws as prescribed under DD&DNH Co-operative Societies Act, -----
3. That the members of the Cooperative Society shall raise the Net Worth of the Cooperative Society to at least Rs ----- millions in case Bidder is the Successful Bidder to the Scheme.
4. That the members of the Cooperative Society commit to subscribe to Net Worth of the Cooperative Society in case Bidder is the Successful Bidder to the Scheme.
5. That the Cooperative Society hereby is submitting a copy of the certificate issued by Registrar confirming registration of the Cooperative Society.
6. That all members agree that the Cooperative Society shall carry out all responsibilities in terms of the Bus Provider Agreement.
7. That all members of the Cooperative Society shall be jointly and severally liable for the execution of the Scheme in accordance with the terms of the Bus Provider Agreement to be executed on award of the Scheme.

8. That all members of the Cooperative Society affirm that they shall implement the Scheme in good faith and shall take all necessary steps to ensure the expeditious implementation of the Scheme.
9. That this Undertaking shall be governed in accordance with laws of India and courts in DD&DNH shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

Form 1E: Format for Memorandum of Understanding by SOCIETY

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

This Undertaking entered into this _____ day of _____ 2016
at _____ by _____

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

WHEREAS M.D., OI DC has invited RFQ cum RFP from entities interested for Operation of Stage Carriage **PICS** Services as also for provision of tourist services in DD&DNH (hereinafter called the "Scheme") as per terms contained in the RFQ cum RFP Document containing terms of Bus Provider Agreement

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

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

- b. That the Society is duly registered under the DD&DNH Societies Registration Act, -----.
- c. That the Society shall undertake to amend its bye-laws in conformity with the bye-laws as prescribed under DD&DNH Societies Registration Act, -----.
- d. That the members of the Society shall raise Net Worth of the Society to at least Rs. ----- millions in case Bidder is the Successful Bidder to the Scheme.
- e. That members of the Society commit to subscribe to Net Worth of the Society in case Bidder is the Successful Bidder to the Scheme.
- f. That the Society hereby is submitting a copy of the certificate issued by Registrar confirming registration of the Society.
- g. That all members agree that the Society shall carry out all responsibilities in terms of the Bus Provider Agreement.
- h. That all members of the Society shall be jointly and severally liable for execution of the Scheme in accordance with terms of the Bus Provider Agreement to be executed on award of the Scheme.
- i. That all members of the Society affirm that they shall implement the Scheme in good faith and shall take all necessary steps to ensure the expeditious implementation of the Scheme.

- j. That this Undertaking shall be governed in accordance with the laws of India and courts in DD&DNH shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

FORM IG: Format for Financial Capability of the Bidder

Sr. No.	Particulars		
1	Net cash accruals (before taxes) of the company/Consortium of companies during the last three financial years (Attach necessary documentary proofs.)	Financial Year (Latest FY having audited results to earlier ones)	Net cash accruals (before taxes), Rupees in Crores
		2015 - 2016	
		2014 - 2015	
		2013 - 2014	
2	Net worth of the company/Consortium of companies as on last day of the last	Financial years	Net worth Rs in crores
		2015 - 2016	
		2014 - 2015	
		2013 - 2014	
3	Attested copy of the "a". Certificate of Incorporation with the copy of "b". Articles and Memorandum of Association	Attached "a" "b"	Yes/no* Yes/no*
4	Number of years of experience in operating transport systems	-----years From—to--	

* tick whichever is applicable

(Rs. In crores)

Bidder#	Net Worth		Net cash accruals(before taxes)	
	Year 1 (As on)	Year 1 (From----- to -----)	Year 2 (From----- to -----)	Total
Sole Bidder				
		OR		
Lead Member of JV				
Total				

The Bidder should provide Financial Capability based on its own financial statements. Financial Capability of Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

Any Bidder should fill in details as per row titled Sole Bidder and ignore the row below. In case of a **JV**, ignore first row and provide relevant details of Lead Member in subsequent row. In case Bidder is a **JV**, for purpose of evaluation on financial parameters, financial parameters of Lead Member only shall considered.

General Instructions:

- (i) Net Cash Accruals(berfore taxes) = (Profit before Tax + Depreciation + Non cash Expenses)
- (ii) Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
- (iii) The financial year would be the same as followed by the Bidder for its annual report. Say, Year 1 will be the financial year 2014-15. Year 2 shall be the year immediately preceding Year 1.
- (iv) Bidder shall provide complete set of **audited annual financial statements complete with schedules, notes to accounts, auditor's report**. Failure to do so would be considered as a non-responsive Bid for Qualification.

Bidder should clearly indicate calculations and references in the financial statements in arriving at above numbers in an attached worksheet.

Form 2 – Undertaking

Undertaking

It is certified that information furnished in this Technical Bid Stage / the Qualification Bid and as per the document(s) submitted therewith is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFQ cum RFP and agree to be liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2016

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

APPENDIX 2: CONTENTS AND FORMAT OF TECHNICAL BID Stage

Technical Bid Stage should provide following information using attached Standard Forms as detailed below.

1. **A cover letter as shown in Form – 1.**
2. **A bid proposal sheet as shown in Form – 2 to 7**
3. **Technical Proposals**

In preparing Technical Bid, Bidders are expected to examine this RFQ cum RFP document in detail. The proposal should cover all aspects of scope of Services mentioned in the RFQ cum RFP document. Any bid not found responsive with this tender document shall be rejected. Material deficiencies in providing information requested may also result in rejection of the Proposal.

Technical Bid is expected to include the details given in the table above.

- 4 **Details as Appendices 3 to 7**

Form – 1: Format for Cover Letter TBS

To

**MANAGING DIRECTOR, O IDC
(A Govt. Undertaking)**

Corporate Office: Plot No.35, Somnath, Nani Daman - 396 210.

Sub: Technical Bid for Bus Provider on BOOM basis for PICS as also for provision of tourist services of O IDC, Union Territory of Daman & Diu and Dadra & Nagar Haveli (DD&DNH) – The “PICS” Project of O IDC, A Government undertaking.

Dear Sir,

1. Having examined the RFQ cum RFP Document Package for RFQ cum RFP No. -----for the – **PICS** as also for provision of tourist services including all Appendices, Forms and Schedules thereto and addenda numbers_____ thereto, we, the undersigned, in conformity with the provisions of the RFQ cum RFP, offer to provide the said services on terms of reference to be signed upon the award of contract at the rates indicated as per financial bid.
2. We acknowledge having received following addenda to the bid document:

Addendum No----- Dated-----

3. If our bid is accepted, we hereby undertake, to provide buses and services comprised in the Bus Provider Agreement within time frame specified, starting from date of receipt of Letter of Acceptance from M.D., O IDC

4. We agree to abide by this proposal for a period of 180 (one Hundred and eighty) days from the date of bid opening prescribed by M.D. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We agree to execute a contract in the form to be communicated by M.D., incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal by way of a Letter of Acceptance.
6. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
7. We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any or all bids and that you will not defray any expenses incurred by us in bidding.

Dated this _____ day of _____ 2016

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

Form - 2: Bid Proposal Sheet-TBS

Bid Proposal Sheet

Company name and address details

Sr. No	Description	Particulars	Remarks
1	<p>(a) Name of the Company (b) Country of incorporation/registration (c) Address of the registered office, corporate headquarters, and its branch office/s, if any, in India Date of incorporation and/or commencement of business</p>		
2	<p>Registered Office Address: House No. Street Area / Locality City PIN Telephone Fax E-mail</p>		
3	<p>Local Office Address: House No. Street Area / Locality City PIN Telephone Fax E-mail Contact Person: Name Designation Telephone Fax E-mail</p>		
4	<p>Other details</p> <ol style="list-style-type: none"> 1. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Scheme. 2. Details of individual/s who will serve as the point of contact / communication with M.D.. 3. Name : Designation : 		

	Company : Address : Telephone Number : E-Mail Address : Fax Number : Mobile Number :		
a.	Name :		
b.	Designation :		
c.	Company :		
d.	Address :		
e.	Telephone Number :		
f.	E-Mail Address :		
	(g).Fax Number :		
	(h) Mobile Number :		
5.0	. In case of a JV : (a)Information above (1-4) should be provided for all members of the JV . information regarding role of each member should be provided as per table below: sr. no. Name of the member Role ((Specify Lead Member/ Other Member)		

Form – 3: TBS Performance Statement- Experience (years) of running transport services (Attach separate sheet for each JV company)

Name of the bidder/bidder company

Sr. No	Description	Particulars	Remarks
1	<p>Type of Transport Services operated a. Bus passenger transport b. goods transport</p> <p>Name of the above Company / organisation Registered Office Address: House No. Street Area / Locality City PIN Telephone Fax E-mail Local Office Address: House No. Street Area / Locality City PIN Telephone Fax E-mail Contact Person: Name Designation Telephone Fax E-mail</p>		
	<p>Attested copy of the Certificate of Incorporation with copy of Articles and Memorandum of Association be attached. Certificate no.-----date-----</p>	Yes/No	
2	<p>No. of years of experience a. Passenger transport Operations b. Goods transport Operations</p>	<p>From month/year a. b.</p>	<p>To month/yr a. b.</p>
3	Current business details		

Form 3 A: Format for Experience of the Bidder

S. No	Name of the Bidder	Type of Vehicle⁵	No. of Vehicles with Permit
1	2	3	4
1	Sole Bidder		
2	Lead Member		
3	Other Member1		
4	Other Member2		
5	Other Member3		
6	Other Member4		

*** Details / copies of permits are attached herewith.**

Note:

1. Bidder should provide details of only those Permits that are issued in its own name or in the name of subsidiary entity (i.e. Bidder should hold at least 51% of common equity of subsidiary Company as on December 31, 2014) or Parent Company (i.e. the Parent Company should hold atleast 51% of common equity of the Bidder as on December 31, 2014).
2. Project experience of the Bidder's associate company (who is not a member of the **JV**) will not be considered for computation of total operational experience.
3. Any Bidder consisting of a single entity should fill in details as per row titled Sole Bidder and ignore other rows mentioned below. In case of a **JV**, details need to be provided as per lower rows and the row titled Single Entity Bidder may be ignored.

Form 3B: Format for Professional Experience

No of Existing / proposed Employees having experience in road Transport sector	Level of Professional Experience	Length of professional Experience (in years)
1	2	3
1		
2		
3		
4		
And so on		

Form – 4: TBS Details of Availability of bus parking facilities

(Attach separate sheet for each facility)

Name of the bidder/bidder company

Sr. No.	Description	Particulars	Remarks
	Name of the Company/Bidder		
1	Registered Office Address: House No. Street Area / Locality City PIN Telephone Fax E-mail		
	Local Office Address: House No. Street Area / Locality City PIN Telephone Fax E-mail Contact Person: Name Designation Telephone Fax E-mail		
2	Physical Resources---for bus parking facilities		
2.1	Number and Location of the yard(s)		
2.2	Address of above yard(s)		
2.3	Area of the yard in Square Meters		
2.4	Parking Capacity of each of the yards (No. of buses) @ 200 sq.mtr. per bus)		
2.5	Hard standing in yards (separate details for each yard)	RCC / BitumenBased / kutcha	
2.6	Owner-ship of the yards(separate sheet may be added if required)	Self / Hired	
2.7	Distance of the yards from ----- Nani Daman in DD&DNH		
2.8	Availability of electricity/water/other utilities at each of the yards		
3.0	Other details Copy of Hiring arrangement or Copy of ownership documents Site maps of yards (copies be duly attested)	Attached Attached Attached	Yes / no Yes / no Yes / no

Form – 5: Details of Key personnel of the bus provider for PICS as also for provision of tourist services of OI DC

Key personnel Team

Name of the bidder/bidder company

Sr. No.	Name of the Employee	Designation	Qualifications	Total Experience	Expertise / Skill Set
1					
2					
3					
4					
5					
6					
7					

Above details be given at least for Chief Executive officer; Project Team Leader; Engineer for Bus technology, bus inspection and maintenance supervision; Operations Manager; Accountant; any other key person

Form 6: Induction Schedule of Buses and their repair and maintenance arrangement

Name of the bidder/bidder company

Sr. No	Description	Proposals				
1	Induction Schedule of Buses	Assured delivery schedule of up to last bus of the lot within (days) from the date of issue of letter of acceptance of bid as a bus provider				
1.1	Induction of buses in number of days	3	Next 4	Next 4	Last 4	buses
		60	75	90	120	Days
2.0	Arrangement for repair and maintenance of buses (circle whichever is applicable)	Own worksh ops	Annual Maintenance Contract (AMC) with the			Periodic Inspection and certification of roadworthiness of buses by bus
			Bus manufacture	Dealer of Bus manufa cture	Accredited workshop	

Form – 7: Undertaking

It is certified that information furnished here in and as per document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all conditions of tender and are liable to any punitive action for furnishing false information /documents.

Dated this _____ day of _____ 2016

Signature
(Company Seal)

In the capacity of-----
Duly authorized to sign bids for and on behalf of:

APPENDIX -3: CONTENTS AND FORMAT OF FINANCIAL BID

FORM 1. TO BE SUBMITTED ONLINE ONLY

System Management Contribution in terms of Rupees per month per bus & Cost per bus kms,

Name of the bidder/bidder company

Sr. No	Description	Quoted Rates Rs per month per bus					
1	SMC - System Management Contribution (Rs.– lump sum – per bus per month) for each route and each package						
1.1	Package I						
	Route no	route name (from--- to ----)	Route Length in kms	No. of buses proposed on route	Total kms to be operated per bus per month= Route length* no. of trips daily per bus* no. of buses deployed daily*30 days in a month	Rate Rs. per kilometer	Amount quoted per route per month Rs (= E*F)
	A	B	C	D	E	F	G
	1	Mumbai – Daman - Diu	802	2			
	2	Mumbai – Silvassa	173	2			
	3	Daman – Silvassa – Shirdi via Nashik.	243	2			
	4	Daman – Surat – Vadodra -Ahmedabad	361	2			
	5	Diu - Rajkot	219	2			
	6	Diu – Ahmedabad	362	2			
	Total amount of SMC per month for above package I						
1.2	Package II						
	7	Daman Sight Seeing (Tourist)	41*2 trips	1			
	8	Dadra & Nagar Haveli Sight Seeing (Tourist)	106*1 trip	1			
	9	Diu Sight Seeing (Tourist)	24*2 trips	1			
	Total amount of SMC per month for above package II						

2	Break up of Operational costs amongst various cost elements basket (for use in future) for a	Super Deluxe AC Sleeper Bus		Super deluxe AC Sleeper bus		Midi tourist super deluxe AC bus	
		Rs per bus km	Element wise costs as % of total cost	Rs per bus km	Element wise costs as % of total cost	Rs per bus km	Element wise costs as % of total cost
2.1	Staff / Labour cost inclusive of over heads						
2.2	Fuel, Oil and lubricants cost						
2.3	Tyres cost						
2.4	Repair and Maintenance cost						
2.5	Depreciation						
2.6	Interest charges						
2.7	Taxes, fees, Insurance, etc						
2.8	Other charges (administrative, utilities, return on investment etc)						
2.9	Total cost of operation per bus km (total of 2.1 to 2.8) for a bus operating inter-city / Interstate services / tourist services						

1. We agree to formula for variation of user fare of buses as given in RFQ cum RFP document no. ----- dated -----
2. We agree to payment terms for System Management Contribution (SMC) as given in RFQ cum RFP document no. ----- dated -----

3. We confirm that System Management Contribution quoted above are exclusive of all applicable taxes and levies if any and that M.D. is not liable to pay any of service tax / any other taxes / levies. Nothing shall be recovered from the above said System Management Contribution and that any taxes applicable shall be payable by us as above. The same shall be paid to concerned authority by us directly at applicable rates. Should however, M.D. be required to collect and pay any applicable taxes on System Management Contribution, we shall pay the same to M.D. at actuals
- 4 We agree to pay M.D., liquidated damages/penalties etc levied by M.D. for defaults / deficiencies in services etc besides any other dues payable by us to M.D. on any other account.
5. We understand that details given at para 2 of above table will not be considered for “qualification of our bid” but may be used for any other subsequent evaluations at this stage and or for any other purpose in future.

**.Authorized Signatory
(With Stamp of the company)**

Note - Please note that the figure quoted should be exclusive of any and all applicable taxes, duties levies including without limitation service tax and any other statutory liability. Bidders may note that any present or future tax liability including without limitation service tax, advertisement tax or any other statutory tax / duty shall be the sole liability of the Bidder and shall not be compensated in any way by M.D..

Form 2: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information /documents.

Dated this _____ day of _____ 2016

Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:

APPENDIX - 4: SERVICE QUALITY LEVELS FOR A FEW PARAMETERS

Minimum Service quality levels (average per month -service quality parameter wise), in respect of various quality parameters, proposed / prescribed whichever is better shall be maintained for bus services provided by us for PICS as also for provision of tourist services of OI DC as given hereunder

Form 1 Bus service quality parameters – and minimum requirement by bus provider

Name of the bidder/bidder company

Sl. No.	Service Quality Parameter		Minimum requirement
1	Regularity of services as indicated by:		
1.1	Trip efficiency	Ratio of trips operated to Trips agreed for each category / type of service preferably route wise and for entire package of routes	96%
1.2	Kilometer Efficiency	Ratio of kms operated to kilometers Operation agreed for each category / type of service route wise and for entire package of routes	95%
2	Punctuality of operations		
2.1	Punctuality of operations	Ratio of no. of trips departure within 5 minutes of scheduled timings to total no. of trips operated route wise and for entire package of routes	96%
3	Reliability of buses	No. of Break downs per million kms operation	<20
4	Safety of bus operations	No. of accidents per TEN million(one crore) kms operations	<15
5	User Satisfaction	No. of user complaints per lakh kilometers regarding crew behavior, over charging, non stopping / over stopping at bus stops, rash driving, carrying un-social elements, over loading, cleanliness / presentability of buses, fitment of un authorized gadgets, non issue of tickets , non operational sub systems of bus , etc	< 6
Note: Benchmarked figures at sr nos 2,3,4 may be proportionately re-adjusted for variation in volume of operations / fleet size			

Notes

1. Bench marking guidance levels in a few STUs of prescribed service quality levels are available at **Annexure E**.

APPENDIX - 5
Performance Guarantee Format

Form 1

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)

To

MANAGING DIRECTOR, OI DC

(A Govt. Undertaking)

Corporate Office: Plot No.35, Somnath, Nani Daman - 396 210.

KNOW ALL MEN by these presents that we _____ of _____ (Name and address of Bank) having our registered office at _____ (hereinafter called "the bank") are bound unto, M.D., OI DC (hereinafter called "the Owner") in the sum of Rs. -----crores (Rupees -----crores) only) for which payment will and truly to be made to the said Owner, the Bank binds itself, its successors and assigns by these present.

Whereas a Letter of Acceptance No. _____ dated _____ has been issued by **M.D.**, OI DC (M.D.) the owner, ----- (NAME OF BUS PROVIDER) (Hereinafter called "the Bus Provider") for execution of "PICS Project" as also for provision of tourist services on Build, Own, Operate and Maintain (BOOM) basis.

AND WHEREAS the Bus Provider is required to furnish a Bank Guarantee for sum of Rs. -----crores (Rupees -----crores only) towards Performance Guarantee for the said PICS.

AND WHEREAS _____ (Name of Bank) have, at the request of the

Bus Provider, agreed to give this guarantee as hereinafter contained without demur.

5. We further agree as follows:

- (a) That the guarantee hereinbefore contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bus Provider.
- (b) That any account settled between the Owner and the Bus Provider shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (c) That this guarantee commences from the date hereof and shall remain in force for a period of ----- (-----) years extendable by -----year and -----days
- (d) That the expression 'the Bus Provider' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successor and assigns.

6. The Conditions on this obligation are:

- (i) If Bus Provider fails or refuses to enter into Bus Provider Agreement within time limit specified in the Letter of Acceptance.
- (ii) If Bus Provider fails to perform its obligations under Bus Provider Agreement to be entered into between M.D. and Bus Provider pursuant to issuance of Letter of Acceptance by M.D. to Bus Provider. We undertake to immediately pay to the Owner at Daman in DD&DNH the above amount upon receipt of his first written demand, without Owner having to substantiate his demand provided that in his

demand the Owner will note that the amount claimed by him is due to him owing to occurrence of any one or more of conditions (i) & (ii) mentioned above, specifying the occurred condition or conditions.

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS

SIGNATURE OF _____

AUTHORISED OFFICIAL OF THE BANK

NAME OF OFFICIAL -----

DESIGNATION -----

STAMP/SEAL OF THE BANK

APPENDIX 6

Bus specifications related details

1. Buses offered shall be Type III semi sleeper / IV sleeper / tourist Super Deluxe AC buses (Semi sleeper with 45-50 pax places / Sleeper with 36-40 sleeper pax berths and tourist with 25-30 seating places) as per bus code (AIS – 052) as applicable. Type III / IV buses would be of Volvo Make models 9400 B7R 4x2. Tourist buses would be Semi Low Floor Super Deluxe Midi Bus. The buses shall be type approved by authorized agency as per relevant act, rules etc.
3. All buses shall meet requirements of applicable acts/ Rules/laws/ norms as enacted/notified by Central/State Government and as applicable for proposed services
4. The fleet mix shall comprise of Semi sleeper and sleeper, tourist type super deluxe air conditioned buses.
5. Additional fitments/facilities in buses, over and above those prescribed in bus code (AIS052) and in various acts / rules, are available in **Annexure D**.

APPENDIX 7

Draft Bus Provider Agreement (add as a Separate Volume)

THIS AGREEMENT is entered into on this _____ day of _____ Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd., a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at Secretariat, Moti Daman – 396 220.. (hereinafter referred to as “OIDC ” or “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

_____, a company incorporated under the provisions of the Companies Act, 1956/ Partnersjip firm / Proprietary firm and having its registered office (hereinafter referred to as the “Service Provider” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- A. OIDC Ltd., A Government Undertaking Organization has been entrusted the task of implementation and operation of Passenger Intercity Interstate A.C. Super Deluxe Luxury Bus Service. OIDC is in the process of engagement of Service Provider who will “Buy, Operate and Maintain the Buses” and responsibilities better defined in the accompanying clauses in this Agreement and Instruction to Bidders in the RFP document, through an open competitive bidding process on _____2016.
- B. After evaluation of the bids received, OIDC Ltd accepted the bid of _____ as the successful bid and issued its letter of acceptance _____ dated _____ (hereinafter called the "LOA") for _____ nos of Buses (Contracted Buses) requiring, inter alia, the execution of this Agreement within 120 days of the issuance of the LOA, or such extended time as extended by OIDC Ltd. at its sole discretion.
- C. By its letter dated _____ the _____ (Service Provider) has accordingly agreed to enter into this Agreement with OIDC Ltd. for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.

Annexure A

Route Packages for PICS project as also for provision of tourist services Annexure 1.

Sr.No.	Routes Details	Type of Super deluxe AC Bus as per Bus Code AIS 052 –	Qty.
I	Package I		
1	Mumbai – Daman - Diu	Type IV (Sleeper)	2
2	Silvassa – Mumbai	Type III	2
3	Daman – Silvassa – Shirdi via Nashik	Type III	2
4	Daman – Surat – Vadodara - Ahmedabad	Type III	2
5	Diu – Rajkot	Type III	2
6	Diu - Ahmedabad	Type III	2
II	Package II		
7	Daman Sight Seeing (Tourist)	Type IV Midi Bus	01
8	Dadra & Nagar Haveli Sight Seeing (Tourist)	Type IV Midi Bus	01
9	Diu Sight Seeing (Tourist)	Type IV Midi Bus	01

Annexure A1.1: Illustrative / possible route chart and schedule of operation of tourist sightseeing buses in Daman

Route Chart for Tourist Sight Seeing Bus – Daman						
Sr. No	Bus Stop	Time Required (Min & Sec) Down Line	Stoppage / Activity Time	Total Duration	Distance (approx in km)	Cumulative distance in km
1	Mirasol Water Park Resort	Start Point	Start Point	Start Point	0	0.00
2	Sandy Resort	00:07	00:01	00:08	2.4	2.40
3	Hotel Jazira	00:01	00:01	00:02	0.65	3.05
4	Hotel Miramar	00:01	00:01	00:02	0.4	3.45
5	The Gold Beach	00:01	00:01	00:02	0.04	3.49

6	Sea Rock Inn	00:01	00:01	00:02	0.1	3.5 9
7	Cidade De Daman	00:01	00:01	00:02	0.067	3.6 6
8	Devka Beach	00:01	00:01	00:02	0.5	4.1 6
9	Hotel Gurukripa / Sovereign / Circuit House	00:08	00:01	00:09	3.43	7.5 9
10	Jeome Fort – Nani Daman	00:04	00:30	00:34	0.95	8.5 4
11	Moti Daman (Fort, Church, Municipality, Jail, St. Domonic Church, Secretariat, Pargola Garden, Jetty, Light House)	00:11	00:45	00:56	3.6	12. 14
12	Hathi Bagh Church	00:03	00:10	00:13	0.75	12. 89
13	Jampore Beach	00:10	01:00	01:10	3.5	16. 39
14	Zari	00:15	00:01	00:16	8.2	24. 59
15	Somnath Temple	00:05	00:15	00:20	1	25. 59
16	Kunta Mandir	00:07	00:10	00:17	3.2	28. 79
17	Hotel Gurukripa / Sovereign / Circuit House	00:10	00:01	00:11	4.2	32. 99
18	Devka Beach	00:08	00:01	00:09	3.43	36. 42
19	Cidade De Daman	00:01	00:01	00:02	0.5	36. 92
20	Sea Rock Inn	00:01	00:01	00:02	0.067	36. 98
21	The Gold Beach	00:01	00:01	00:02	0.1	37. 08
22	Hotel Miramar	00:01	00:01	00:02	0.04	37. 12
23	Hotel Jazira	00:01	00:01	00:02	0.4	37. 52
24	Sandy Resort	00:01	00:01	00:02	0.65	38. 17
25	Mirasol Water Park Resort	00:07	00:01	00:08	2.4	40. 57
	Total	01:47	03:08	04:55	40.57	

Time Table for Tourist Sight Seeing Bus – Daman			
Sr. No.	Bus Stop	Trip – 1	Trip – 2
1	Mirasol Water Park Resort	09:00 AM	02:00 PM
2	Sandy Resort	09:08 AM	02:08 PM
3	Hotel Jazira	09:10 AM	02:10 PM
4	Hotel Miramar	09:12 AM	02:12 PM
5	The Gold Beach	09:14 AM	02:14 PM
6	Sea Rock Inn	09:16 AM	02:16 PM
7	Cidade De Daman	09:18 AM	02:18 PM
8	Devka Beach	09:20 AM	02:20 PM
9	Hotel Gurukripa / Sovereign / Circuit House	09:29 AM	02:29 PM
10	Jeome Fort – Nani Daman	10:03 AM	03:03 PM
11	Moti Daman (Fort, Church, Municipality, Jail, St. Domonic Church, Secretariat, Pargola Garden, Jetty, Light House)	10:59 AM	03:59 PM
12	Hathi Bagh Church	11:12 AM	04:12 PM
13	Jampore Beach	12:22 PM	05:22 PM
14	Zari	12:38 PM	05:38 PM
15	Somnath Temple	12:58 PM	05:58 PM
16	Kunta Mandir	01:15 PM	06:15 PM
17	Hotel Gurukripa / Sovereign / Circuit House	01:26 PM	06:26 PM
18	Devka Beach	01:35 PM	06:35 PM
19	Cidade De Daman	01:37 PM	06:37 PM
20	Sea Rock Inn	01:39 PM	06:39 PM
21	The Gold Beach	01:41 PM	06:41 PM
22	Hotel Miramar	01:43 PM	06:43 PM
23	Hotel Jazira	01:45 PM	06:45 PM
24	Sandy Resort	01:47 PM	06:47 PM
25	Mirasol Water Park Resort	01:55 PM	06:55 PM

Annexure A1.2: Illustrative / possible route chart and schedule of operation of tourist sightseeing buses in Diu

Route Chart for Tourist Sight Seeing Bus – Diu						
Sr. No.	Bus Stop	Time Required (Min & Sec) Down Line	Stoppage / Activity Time	Total Duration	Distance (approx in km)	Cumulative distance in km
1	Jethibai Bus Stand Diu	Start Point	Start Point	Start Point	0	0.00
2	Diu Fort	00:05	00:35	00:40	0.9	0.90
3	Pani Kotha	00:02	00:33	00:35	0.4	1.30
4	Church and Museum	00:02	00:13	00:15	0.9	2.20
5	South pole point	00:05	00:10	00:15	1	3.20
6	Naida Caves	00:05	00:20	00:25	1	4.20
7	INS Khukhri	00:05	00:15	00:20	1.9	6.10
8	Gangeswar Temple	00:05	00:15	00:20	3.6	9.70
9	Nagoa Beach	00:20	00:55	01:15	5	14.70
10	Jethibai Bus Stand Diu	00:20	00:00	00:20	9	23.70
	Total			04:25	23.70	

Time Table for Tourist Sight Seeing Bus – Diu			
Sr. No.	Bus Stop	Trip – 1	Trip – 2
1	Jethibai Bus Stand Diu	09:00 AM	02:00 PM
2	Diu Fort	09:05 AM	02:05 PM
3	Pani Kotha	09:42 AM	02:42 PM
4	Church and Museum	10:17 AM	03:17 PM
5	South pole point	10:35 AM	03:35 PM
6	Naida Caves	10:50 AM	03:50 PM
7	INS Khukhri	11:20 AM	04:20 PM
8	Gangeswar Temple	11:40 AM	04:40 PM
9	Nagoa Beach	12:15 PM	05:15 PM
10	Jethibai Bus Stand Diu	01:30 PM	06:30 PM

Annexure A1.3: Illustrative / possible route chart and schedule of operation of tourist sightseeing buses in Dadra & Nagar Haveli

Route Chart for Tourist Sight Seeing Bus – SILVASSA						
Sr. No	Bus Stop	Time Required (Min & Sec) Down Line	Stoppage / Activity Time	Total Duration	Distance (approx in km)	Cumulative distance in km
1	Silvassa Bus Depot	Start Point	Start Point	Start Point	0.00	0.00
2	Dudhani	01:15	01:00	02:15	37.00	37.00
3	Khanvel (Butterfly & Deer garden)	00:35	00:30	01:05	17.00	54.00
4	Bindrabin (Mahadev temple)	00:15	00:25	00:40	5.00	59.00
5	Deer Park (Dapada)	00:25	00:35	01:00	7.00	66.00
6	Lion Safari (Vasona)	00:20	00:35	00:55	6.00	72.00
7	Madhuban Dam	00:25	00:30	00:55	6.00	78.00
8	Swaminarayan Temple	00:35	00:25	01:00	11.00	89.00
9	Nakshtra Garden	00:05	00:25	00:30	0.50	89.50
10	Dadra Garden	00:35	00:50	01:25	9.00	98.50
11	Hirwa Garden	00:20	00:30	00:50	5.00	103.50
12	Tribal Museum	00:10	00:20	00:30	1.50	105.00
13	Silvassa Bus Depot	00:05	00:00	00:05	0.15	105.15
	TOTAL			11:10	105.15	

Time Table for Tourist Sight Seeing Bus – SILVASSA		
Sr. No	Bus Stop	Trip
1	Silvassa Bus Depot	09:00 AM
2	Dudhani	11:15 AM
3	Khanvel (Butterfly & Deer garden)	12:20 PM
4	Bindrabin (Mahadev temple)	01:00 PM
5	Deer Park (Dapada)	02:00 PM
6	Lion Safari (Vasona)	02:55 PM
7	Madhuban Dam	03:50 PM
8	Swaminarayan Temple	04:50 PM

9	Nakshtra Garden	05:20 PM
10	Dadra Garden	06:45 PM
11	Hirwa Park Garden	07:35 PM
12	Tribal Museum	08:05 PM
13	Silvassa Bus Depot	08:10 PM

Annexure B

TABLE: Schedule of service defects/deficiencies/defaults/ infractions etc and the penalties/fines there to

Sr. No.	Description	Fine Rs per violation per bus per day
1	Bus related defaults/deficiencies	
	Broken, missing, disfigured, illegible number plate, non functional light(s), bent / hanging window guard rails, broken/ missing, glasses and or fittings	500
I.	Any unauthorized fitment of radio, music system, or any other gadgets inside the bus without prior approval of M.D. O IDC	500
II.	Unclean, dirty bus outside or inside at the start of trip	500
III.	Slogans, posters on the bus without prior approval of M.D. O IDC	500
IV.	Any other infraction observed	As decided by M.D. O IDC
2	Bus driver related defaults/deficiencies	Fine Rs per violation/ driver / day
2.1	Fitting, carrying, operating any unauthorized gadgets/devices in the bus	500
2.2	Driving while using cell phone, head phone, or any other gadgets	1000
2.3	Allowing any person to sit, stand or chat in driver work area/near driver seat	500
2.4	Carrying weapons/arms of any kind on board the bus/on person while on duty	5000
2.5	Hiding any incidents, accidents, enroute or at bus stops, inside the bus, etc	500
2.6	Damaging or tempering with any of the vehicle sub systems, audio/video display systems / TM not reporting any of the defective ETVM	1000
2.7	Not operating, causing it to not operate any passenger information system, gadgets, devices etc	500
2.8	Over speeding, rash driving, harsh braking, etc	1000
2.9	Not aligning bus with bus bay where provided, not stopping bus at proper place, not stopping for enough time,	300
2.10	Not assisting wheel-chair passengers and others in boarding / alighting / anchoring wheel chair, placing his other supports properly (wherever provided)	500
2.11	Causing road accidents (minor)-resultant damage < Rs 5000/=	500
2.12	Causing road accidents (major)-resultant damage >= Rs 5000/=	1000
2.13	Causing road accidents(fatal) resulting in fatality (other than necessary legal, MACT related and or any other actions)	5000
2.14	Over taking buses operating under O IDC on the same route	1000

Sr. No.	Description	Fine Rs per violation per bus per day
1	Bus related defaults/deficiencies	
2.15	Abandoning buses enroute or at unauthorized places/locations	400
2.16	Any other infraction	As decided by M.D.
3	Bus operator and or bus operation related deficiencies/ defaults	Fine Rs per violation per bus per day
3.1	Not obtaining authorization for operation,	2000
3.2	Allowing his operational staff to work beyond authorized working hours as defined by O IDC / U.T Administration of DD&DNH/ applicable laws	500
3.3	Not issuing a letter of appointment to operational staff	500
3.4	Parking buses at unauthorized places in parking yard wherever owned or provided by the M.D. O IDC or any other agency of O IDC / U.T Administration of DD&DNH.	300
3.5	Stopping buses at unauthorized bus stops / stations / platforms etc	500
3.6	Not submitting required returns, data, information, documents periodically or as and when called for by M.D. O IDC / U.T Administration of DD&DNH or its representatives, agents etc in time.	2000
3.7	Verified Complaints from other service providers eg ITS services, Station managements etc	500
3.8	Not submitting a certificate every month that all legal/mandatory requirements and other dues/ obligations for his staff have been fulfilled/settled	1000
3.9	Non- payment and or delayed payment of bus operation related dues, taxes, fees, and or any other levy required as per rules and or as indicated by M.D. O IDC / U.T Administration of DD&DNH	2000
3.10	Not ensuring timely operation of buses	500
3.11	Not deploying requisite staff for supervision and control of bus operations	500
3.12	Not taking corrective action on repeated occurrence of vehicle and or driver related deficiencies (occurrence of a deficiency more than 3 times in a month shall be termed as repetitive)	1000
3.13	Not permitting visits of M.D. O IDC reps to bus parking / holding / workshop areas for inspection etc of buses / premises	1000
3.14	Not allowing inspection of buses as required by M.D. O IDC	1000
3.15	Loss of, damage of, tempering with recordings in complaint book and or complaint book and or not informing / delayed informing M.D. O IDC about complaints / suggestions	1000
3.16	Not following any of the instructions issued by M.D. O IDC	500
3.17	Altering agreed practices without written authorisation	500

Sr. No.	Description	Fine Rs per violation per bus per day
1	Bus related defaults/deficiencies	
3.18	Alteration in provisioning of agreed fleet of buses, operational kms, and or any other performance parameters without written consent of M.D. O IDC	1000
3.19	Transferring of buses to any other person / owner without written permission of M.D. O IDC; and or permitting of benami operation	5000
3.20	Not submitting / delay in submitting bank guarantees, financial security deposits / papers, agreements, any other document to M.D. O IDC or to any authority.	5000
3.21	Not signing / delaying signing of agreements / contracts with M.D. O IDC any other concerned agency	5000
3.22	Refusing to accept any document, paper, notices, circulars, instructions etc of the M.D. O IDC or its reps/agents etc	1000
3.23	To amend constitution/provisions of the entity providing buses/services as agreed, without express and written permission of M.D. O IDC	10000
3.24	Not ensuring timely execution of preventive, breakdown repair / maintenance of buses as per vehicle manufacturer prescribed norms/schedules	1000
3.25	Not submitting / delaying submission of requisite inspection and certification documents periodically from the agreed / authorized agency	1000
3.26	Not presenting the bus, staff or any other item at a time and place as indicated by M.D. O IDC	500
3.27	Violating any other provisions of the agreement for provisioning buses/services to M.D. O IDC	1000
3.28	Any damage to the fixed infrastructure like road, bus stops, terminals, parking places etc. during the operation	As per actual cost of replacement
3.29	Any other infraction observed	As decided by M.D. O IDC

Schedule of defects/ deficiencies/ defaults and the penalties/ fines there to		
Sl. No.	Description	Fine Rs per violation per bus per day
1.0	Ticketing machine(TM) related defaults/deficiencies (wherever provided)	
1.1	No ETVM /Defective/non operative ETVM on bus	1000
1.2	Broken, missing, non operative or otherwise damaged disfigured keys on the key board, illegible numbers / markings on the keys / the screen of the ETVM	500

1.3	Non operative/malfunctioning GPS / GPRS / VMU interfacing	500
1.4	Non operative/ malfunctioning data acquisition/transfer system unit of the ETVM	500
2.0	Bus conductor related defaults/deficiencies	
2.1	Not verifying validity of advance booking tickets for journey	300
2.2	Not making commuters to pay proper journey fare or Permitting them to travel without buying proper journey tickets	1000
2.3	Fitting, carrying, operating any unauthorized gadgets/devices in the bus	500
2.4	Carrying weapons of any kind on board the bus / on person while on duty	5000
2.5	Hiding any incidents, accidents, en-route or at the bus stops, inside the bus, etc	2000
2.6	Damaging or tempering with any of the vehicle sub systems, audio/video display systems/ TM not reporting any of the defective ETVM	1000
2.7	Not operating, causing not to operate any ETVM, gadgets, devices etc	500
2.8	Not manually entering/changing the fare-stage/stop of the ETVMs in the event of defective GPS/GPRS/VMU function and or the corresponding fare value tables correlation-ships	500
2.9	Not transferring way bill and other requisite data stored in the ETVM to the concerned agencies as per prescribed norms/schedules	1000
2.10	Not following instructions issued by M.D. OI DC representative	500
2.11	Not stopping passengers from boarding/alighting at red light, or at places other than the designated bus stops etc	300
2.12	Quarrelling or otherwise ill treating passengers, other road users,	500
2.13	Not providing help/assistance/first aid to persons injured in road accidents of the PICS	1000
2.14	Delayed/short reporting of / depositing of Fare Box Revenue collected	1000
2.15	Operating ETVM/other gadgets in defective condition,	300
2.16	Permitting/Not reporting bus diversion to un-authorized areas, routes, trips/schedules	200
2.17	Taking, dropping passenger at unauthorized places	500
2.18	Not reporting instances such as abandoning of buses en-route or at unauthorized places/locations/break down of bus/accident of bus/ any incident within the bus	500
2.19	Any other undesirable act	500
2.20	Any other infraction observed	As decided by M.D. OI DC
3.0	Bus Provider related mainly pertaining to Fare Collection & Conductors	
3.1	Not following prescribed passenger fare tables for journey tickets	1000
3.2	Not getting defective units of ETVM repaired within prescribed time limits,	1000

3.3	Changing operational routes, trips, schedules un-authorized	500
3.4	Not reporting / depositing entire fare box revenue collection daily(if so required) at prescribed places/timings along with transfer of waybill data from the ETVMs	1000
3.5	Not submitting required returns, data, information, documents periodically or as and when called for by M.D. O IDC or its representatives, agents etc in time.	1000
3.6	Not taking corrective action on repeated occurrence of ETVM equipment related and or conductor/staff related deficiencies (occurrence of a deficiencies more than 3 times in a month shall be termed as repetitive)	1000
3.7	Not allowing inspection of ETVMs equipments as and when required by the M.D. O IDC	1000
3.8	Loss of, damage of, tempering with the recordings in the complaint book and or the complaint book and or not informing/delayed informing M.D. O IDC about the complaints/suggestions	500
3.9	Not following any of the instructions issued by M.D. O IDC	500
3.10	Transferring of ETVMs equipments to any other person without written permission of M.D. O IDC;	5000
3.11	Not ensuring timely execution of preventive, breakdown repair/maintenance of TMs as per prescribed norms/schedules	500
3.12	Not submitting/delaying submission of the requisite inspection and certification documents for the above items periodically from the agreed/authorised agency	500
3.13	Not presenting the ETVMs, staff or any other item at a time and place as indicated by M.D. O IDC	1000
3.14	Violating any other provisions of the agreement for provisioning buses/services to M.D. O IDC	1000
3.15	Any other infraction observed	As decided by M.D. O IDC
4.0	Non reporting any of the following deficiencies related to bus /bus provider / PICS (particularly aspects affecting safety, reliability, aesthetics, passenger convenience/comfort, PICS image etc.) by the conductor	
4.1	Violation of any of the legal requirements related to registration, operation and maintenance of the buses	200
4.2	Broken, missing, disfigured, non functional light(s)	200
4.3	Missing, broken, loosely hanging, bent window guard rails	100
4.4	Broken/ Glasses not conforming to the original specs	200
4.5	Damaged, and or otherwise defective doors	500
4.6	Damaged, non operative and or otherwise defective emergency exits / hatches	500
4.7	Damaged, over worn out (below the tread depth indicator) tyres, poor quality retreading of tyres, poorly inflated tyres etc	200
4.8	Rattling noise due to windows, or any other reason, etc	100
4.9	Defective, damaged, otherwise inoperative wheel chair ramp, where ever provided	200
4.10	Defective, damaged, missing toeing device in the bus	100

4.11	Defective, damaged, otherwise inoperative electronic route destination system	200
4.12	Defective, damaged, otherwise inoperative electronic speakers in the bus	200
4.13	Defective, damaged, otherwise inoperative electronic PIS cum advertisement display system in the bus	200
4.14	Damaged, broken, loosely fitted, missing passenger seats	200
4.15	Missing, broken, loosely hanging, seat belts	500
4.16	Missing, broken, loosely hanging, wheel chair anchorages	500
4.17	Missing, non operative, indicator lights	100
4.18	Missing, non operative, wiper system, blades etc	100
4.19	Missing, non operative, defective, horn	500
4.20	Fitment of pressure horn	500
4.21	Missing, expired, inoperative, fire extinguisher or fitment of ones different from original specifications	500
4.22	Missing, without medicines or with expired medicines, or with less medicines first aid box or kit different from original specifications	500
4.23	Missing, damaged, hand grab rails, hand holds etc	200
4.24	Missing, damaged, disfigured markings on reserved seats for various categories of passengers	200
4.25	Damaged floor, steps, hatches, hatch covers etc inside the bus	200
4.26	Any unauthorized fitment of radio, music system, or any other gadgets inside the bus	500
4.27	Unclean, dirty bus outside or inside at the start of the trip	200
4.28	Excessively smoking bus	500
4.29	Any other defect observed/ reported in the bus	As decided by M.D. O IDC
5.0	Not Deploying buses on routes as per the minimum frequency prescribed by M.D. O IDC	Amount (Rs.) of Penalty per violation
5.1	For Routes in package I	3000
5.2	For Routes in package II	2000
6.0	Service quality performance deviations/defaultsinfractions/deficiencies and penalty	–
Sl. No.	Description	Fine/liquidated damages Rs per violation per route / service per month
6.1	Regularity of Services as indicated by	

i.	Trip efficiency 'T'	For every 100 basis point deterioration in contracted service performance, penalty rate per bus per month	2000
ii.	Kilometer Efficiency 'E'	For every 100 basis point deterioration in contracted service performance penalty rate per bus per month	3000
6.2	Punctuality of operations 'P'	For every 100 basis point deterioration in contracted service performance penalty rate per bus per month	5000
6.2	Reliability of buses 'B'	For every '100 basis' point deterioration in contracted service performance penalty rate per bus per month	5000
6.3	Safety of bus operations 'S'	For every '100 basis' point deterioration in contracted service performance penalty rate per bus per month	5000
6.4	User Satisfaction-'U'	For every '100 basis' point deterioration in contracted service performance penalty rate per month	5000
7.1	Non-provisioning of:	Penalty / Liquidated Damages	
	i. Bus workshops or AMC etc. as per RFQ-cum-RFP within 4 months	Rs.5,000/- per day of delay	
	ii. Bus parking space within 4 months	Rs.1000/- per day of delay	
	iii. Control Rooms within 4 months (one control room for each operator)	Rs.5000/- per day of delay	
	iv. 15 buses within 4 months	Liquidated damages of Rs.1,500/- per bus per day of delay	

Annexure C

Bus provider scheme of the PICS as also provision of tourist services in Union Territory of Daman & Diu and Dadra & Nagar Haveli (DD&DNH) under Public Private Partner (PPP) Model - a Matrix of scheme parameters

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model				
Sr. No	Item	Description	Requirements etc.	Remarks
The Scheme	Provision and Operation of public Passenger transport services – Inter-City and Inter-State (PICS) as also provision of tourist services, on one or more routes / packages in UT of DD&DNH . The Bus Provider/ Operator shall Buy Own, Operate and Maintain (BOOM) the buses at his cost, and retain fare box revenues. The scheme shall be	On IS routes other state buses would operate on reciprocal basis. OI DC / private buses operative on some IC routes		

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman & Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks				
	governed as per general terms and conditions given in the Request for Qualification cum Proposal (RFQ cum RFP) document / decided subsequently by the M.D. OI DC from time to time.							
1.0	Routes for Operation	9 Routes as 2 route packages	one operator for one or more route package besides OI DC and other private / public operators as operative currently and or in future					
2.0	Type of operations envisaged	Inter-City (IC) & Inter-State (IS) and Tourist (T)	IC / IS / T	Operations within Route – Super deluxe Air conditioned	IC	IS/T		
				Semi sleeper	Sleeper	Tourist		
2.1	Type of Operatio	IC / IS / T	IC / IS	IC / IS	T	IC	IS/T	

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman & Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks				
	ns required / Permitted							
2.2	Route Planning and Structuring, Operations Scheduling	OIDC / related states	Route Planning / Structuring / Operational scheduling by OIDC for IC and T routes, in consultation with PO if so considered by OIDC, the Bus operator for all Inter-city operations in UT with due approval of OIDC, On IS routes by OIDC in consultation with PO / other States. Minimum frequency of services on routes shall be prescribed by OIDC					

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman & Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks				
2.3	Minimum number of trips to be operated daily	One daily from either side of route ends on each route						
2.4	Minimum operational period	As required (AR) / specified by OI DC						
2.5	Operational Headway Minutes	AR						
2.6	Type and category of services	AR	Type III, seating / Semi sleeper AC	Type IV Sleeper AC	Tourist	AR	AR	
2.7	On board passenger information system (PIS)	Refer Annexure D						
2.8	PIS on bus terminals	AR	AR	AR	AR	AR	AR	
2.9	GPRS / GPS compatible handheld electronic ticket vending machine (ETVM)	Y	Y	Y	Y	Y	Y	
2.10	GPS on buses	Y	Y	Y	Y	Y	Y	
2.11	Control Room	Y	Y	Y	Y	Y	Y	
2.12	Operations by OI DC / Other States	To continue as at present and those that may be added						

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		on all interstate / intercity and other services		
2..13	Operations by existing Pvt. bus Operators	do		
2..14	Operations by existing Maxi cabs etc Operators	As per the permit conditions only contract carriage operations to continue. Further additions / renewals of permits not to be done		
2.15	Operations by contract carriages / tourist vehicles etc	As per rules / permit conditions these operations not interfering with Stage carriage operations		OIDC may examine further as possible / required
3.0	Buses	As per bus code / AIS 052, Type III/IV/ Tourist, Standard Deluxe AC Semi sleeper & Sleeper		

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman & Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks				
		and midi super deluxe tourist buses conforming to DD&DNH motor vehicles rules as amended till date and buses duly equipped with ITS requirements such as GPS / GPRS / Electronic Ticket Vending Machines etc. & with additional provisions as at Annexure D .						
3.1	Type of buses wrt operations	III /IV / Tourist	III	III /IV/ Tourist	III	III/IV		
3.2	Category of buses (wrt traveling comfort)		Super Deluxe AC seated / Semi sleeper	Super Deluxe AC Sleeper	Tourist	SD AC seated / Semi sleeper	SD AC sleeper/ Tourist	
3.2.1	Super Deluxe AC	AR	AR	AR	AR	AR		
3.2.2	Semi Deluxe buses (SM.D)	AR	As and when required and decided by OI DC	O IDC to decide				

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman & Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
3.2.3	Ordinary buses (Ord)	AR		
3.3	Size of buses for the operations (minimum)	AR	Std -12 meter long semi-sleepers for 45-50 pax	Standard 12 meters with sleeper berths 36-40 pax Midi 25 -30 seats Std Std for I& S and Midi for tourist
3.4	Bus Floor Height	std	std	std
4.0	Bus Fleet Size			
4.1	Minimum number of buses per Operator (initially)	15 Buses of all types /sizes /categories initially – to be increased as per requirement by OIDC	15	
4.1.1	Distribution of buses at 4.1– minimum quantum (%age of total fleet) bus category wise	Distribution amongst various types of operations / routes on consideration of travel demand etc as assessed by the M.D., OIDC and as per relevant item above.	AR	
5.0	Passenger Fares and other			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
5.1	charges Authority to fix / review fares for:			
5.1.1	Super Deluxe AC Bus operations	OIDC / U.T Administration of DD&DNH / Related state governments / authorities	OIDC / U.T Administration of DD&DNH	OIDC / U.T Administration of DD&DNH / Other states as applicable
6.0	Fees and Taxes	All fees, taxes- MV Tax / passenger tax/ service tax/ toll tax/ any other taxes and fees etc will be charged/ paid as applicable under motor vehicles taxation and other acts / rules / regulations etc. as amended from time to time. Taxes would be charged / paid by bus provider at point of applicatio	to be decided as per applicability by OIDC	

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		n / charge / payment by bus provider and or deposited with ODC as decided by M.D. / U.T Administration of DD&DNH / Other related states,		
7.0	Service Quality Standards mainly wrt following parameters(benchmarked values of various parameters are available at annexure E):	Minimum requirement		
7.1	Regularity of services as indicated by:			
7.1.1	Trip efficiency	Ratio of trips operated to Trips agreed for each category / type of service preferabl	@@@	

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		y route wise and for the whole package		
7.1.2	Kilometer Efficiency	Ratio of kms operated to kilometers Operation agreed for each category / type of service route wise and for the whole package	@@	
7.2	Punctuality of operations	Ratio of no. of trips departure within 5 minutes of the scheduled timings to total no. of trips operated route wise and for the whole package	@@	
7.3	Reliability of buses	No. of Break downs per one million kms operation	@@	
7.4	Safety of bus operations	No. of accidents per TEN million (one crore) kms operation	@@	

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
7.5	User Satisfaction	No. of user complaints per lakh kilometers regarding crew behavior, over charging, non stopping / over stopping at bus stops, rash driving, carrying un-social elements , over loading, cleanliness / presentability of buses, fitment of un authorized gadgets, non issue of tickets , non operational sub systems of the bus , etc	@@	
7.6	Benchmarked values of service quality performance parameters is placed at annexure E			
8.0	Monitoring of Services by the Bus Operator and or the M.D.			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks	
	OIDC using Intelligent Transport Systems (ITS) and or otherwise / other means				
9.0	Penalty for deficiencies / defaults in services	As per Annexure B of the RFQ cum RFP document.			
10.0	Permits	Route permit to operate PICS as also provision of tourist services as stage carriage/tourist buses, for a period of 8 years as per Motor Vehicles act / Rules as amended from time to time. Permits would be obtained in name of OIDC or PO as the case may be by OIDC for all inter-city	OIDC / Go DD&DNH	OIDC / U.T Administration of DD&DNH / Other related states	

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks	
		routes. OI DC would obtain permits for Inter – State routes and get them endorsed by other related states / authorities. All permit fees etc would be paid by concerned bus provider initially as well as later as applicable during contract period.			
11.0	Bus crew	Deployment of bus crew meeting requirements as per all applicable acts / rules / regulations applicable in DD&DNH / other related states on Inter-state routes from time to time			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		including those of Motor Vehicles, those for payment of wages / other benefits and those for working hours / weekly rest etc. The crew has to be issued necessary letter of appointment which shall be carried on-board bus at all times along with all other documents as per applicable rules and produced for inspection as and when asked for by OI DC / designated authority. A certificate of payment of all statutory dues like		

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		provident fund contribution, medical insurance premium, group accident insurance, gratuity etc has to be produced while depositing various taxes / fees and or renewal of road worthiness of buses and or during checking on line. No crew with criminal records shall be employed by bus operator. The bus provider shall also arrange training etc of the crew from time to time as prescribed by the M.D. O IDC / U.T		

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		Administration of DD&DNH.		
12.0	Arrangement for maintenance of buses	<p>Bus provider / operator shall ensure that all buses are maintained in perfect road worthiness at all times. For said purpose the bus provider shall either have his own workshop for various types of repair and maintenance activities or enter into annual maintenance contract (AMC) with bus manufacturer or his authorized service center or an AMC with any other accredited</p>		

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
		d workshop s. A certificate to that effect has to be submitted by bus provider periodically / as required by the M.D. OI DC		
13.0	Fare collection	GPS / GPRS compatible hand held ETVMs shall be deployed on each bus and entire data about number of passengers, fare collected , etc shall be daily transferred to central control room / control room of the M.D. OI DC / U.T Administration of DD&DNH electronically or otherwise .	Necessary for monitoring of services and for future planning	
14.0	Submit	All		

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
	ion of returns periodically	information / returns as decided by the M.D. / OI DC / U.T Administration of DD&DNH / Other state authorities shall be submitted by bus operator in the form and periodicity as decided by the M.D. / U.T Administration of DD&DNH / other state authorities from time to time.		
15.0	Qualification Criterion for the operator wrt:			
15.1	As brought elsewhere section 'E' in RFQ cum RFP document			
15.2	Acceptance of fleet			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
	composition / mix /ratios			
15.3	Acceptance of fare fixation, structuring and review mechanism			
15.4	Financial Capability as judged by the (i.) Net (ii.) Net			
15.5	Minimum Operational experience in passenger transport operations (3year)			
15.6	Submission of prescribed Bid Security of amount /in prescribed form / for the required period			
15.7	Confirmation/acceptance of Performance Security			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
	of amount/in prescribed form/for required period			
15.8	Unconditional Acceptance of all Terms and conditions of RFQ cum RFP document.			
15.9	The bus provider satisfying the test for its constitution			
15.10	Submitted application in requisite RFQ cum RFP format complete in all respects and at the required time, date and place and in the form prescribed therefore.			
15.11	Acceptance of payment of user charges for use of bus			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
	terminals / bus shelters and other infrastructure as decided by the M.D. OI DC / U.T Administration of DD&DNH			
15.12	Acceptance of provisioning of ITS related equipments on all buses and creation of control rooms for on line monitoring of bus operations and for parallel feeding of such data to M.D. OI DC/ U.T Administration of DD&DNH ETC as decided from time to time			
15.13	Acceptance of the formula for working out			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
	charging of passenger tax / additional tax fixation / review / payment mechanism etc as applicable from time to time			
15.14	Acceptance of the right of the M.D. OI DC for levying and collection of System Management Contribution (SMC) for various managerial and other related services for the PICS as also provision of tourist services and payment of such charges to OI DC Ltd. as indicated herein above and as per bus			

Matrix of parameters of scheme for induction of Private Operators buses for PICS as also provision of tourist services in Union Territory of Daman& Diu And Dadra & Nagar Haveli (DD&DNH) / nearby states on a PPP model

Sr. No	Item	Description	Requirements etc.	Remarks
	<p>provider agreement. SMC would automatically stand increased in proportion to Whole Sale Price Index every year.</p>			
15.15	Provisioning of Bus Depots / bus parking spaces / other facilities as per requirement			
15.16	Accepting maintaining of a bus as reserve fleet			
15.17	Accepting delivery of services as per prescribed quality standards			
15.18	Any other requirement given in The RFQ cum RFP document			

16.3	Service quality standards planned / proposed	Accepted as per RFQ cum RFP doc
Note; Financial bids of only those bidders who qualify in evaluation of technical bid shall be opened / considered		
16.4	Financial bid for	
16.4.1	System Management Contribution (SMC)	Bidder quoting maximum towards system management contribution shall be termed as highest bidders and other bidders would be ranked in descending order of their quotes towards SMC.
16.4.2	offered by bidder per bus per month Rs-----	
16.4.3	offered by bidder for the routes package -- per month Rs-----	
16.4.4	SMC would automatically stand increased in relation to Whole Sale Price Index every year.	
17.0	Selection Criterion for the BUS provider & Operator	All bidders meeting qualifying and other criterion given above/in the RFQ-cum- RFP shall be arranged in descending order of their financial bids for each package . Bidder quoting highest SMC would be in the consideration zone for selection.
18.0	Allocation of routes packages	<p>a.i.1.</p> <p>The highest ranking bidders for each package would be considered in allotment zone for that route package. The successful bidder / private operator will be given first priority for operating local sightseeing of buses in Daman, Diu and Dadra & Nagar Haveli.</p> <p>a.i.2.</p> <p>Highest ranking bidder in package I, if he has quoted for other package, would be given an option to match the quote of highest bidder in other package.</p> <p>a.i.3.</p> <p>If he agrees to match, he would be allotted both</p>

		<p>packages</p> <p>a.i.4.</p> <p>If he does not agree to match, other route package could be allotted to highest bidder for that package.</p> <p>a.i.5.</p> <p>In case the private operator wants to ply more buses on allotted routes, OI DC will provide the operator stage carriage permits for the same.</p>	
19.0	Bus terminals / bus shelters	1.Existing and or those created by any agency may be allowed in which case user charges as decided by the M.D. OI DC, U.T Administration of DD&DNH will be payable by bus providers.	
20.0	Advertisement rights on buses inside and out side	Bus providers shall be permitted to generate revenue by displaying advertisements on/in buses as per rules finalized by M.D., OI DC for DD&DNH territory and for other state rules applicable in those states.	
21.0	Bus Depots / bus parking spaces	1.Bus provider shall provide bus depots / parking area / workshops etc. of suitable area and properly equipped as per requirement of the system for idle and night time parking of buses besides preventive maintenance and day to day repairs etc of the buses provided by him. The bus provider shall also provide Control Room. 2.Parking and Control room in Daman, Diu and Silvassa to be provided	

		by U.T. Administration of Daman & Diu and Dadra & Nagar Haveli and O.I.D.C. if possible on chargeable basis and in other states to be arranged by the operator	
22.0	Bidding	The bidding shall be route package wise. On basis of bids private bus providers shall be selected and allotted route package as per details at para 18. Financial bidding shall be in terms of Lump Sum amount of System Management Contribution per month per bus separately for each route in each package. Bidders may bid for one or more route packages separately for each route package submitting bid documents and complete with separate documents, fees etc	
23.0	Operation under the existing Statute	PPP scheme shall be operative under the existing statutes, acts, rules, regulations etc applicable in DD&DNH territory / in Other states for interstate operation as applicable in their territory.	
24.0	Any other requirements	As prescribed by the M.D. OI DC from time to time	

Notes:

- IS**-Inter State operations permitted following a final decision and permit endorsements taken by OI DC / U.T Administration of DD&DNH.
IC- Inter-city operations within the allotted package,
T – Tourist sightseeing services
Y: Required / Permitted,
U.T Administration of DD&DNH: Government of DD&DNH,
M.D. /M.D. OI DC – Managing Director, Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd (OI DC)(A Govt. Undertaking);
AR: As Required;
“ * ” As decided by the M.D. OI DC
‘@@’ – to be taken Marginally less than the best of mofussil STUs in country during latest Financial year for which data has been published by CIRT, Pune. Details available at **Annexure E**.
- Urban operations**: Operations within the municipal limits of the cities/ towns subject to final decision of M.D. /U.T Administration of DD&DNH in due course.
- Type of buses as per bus code (AIS 052):**

- ✓ Type I for urban operation,
- ✓ Type II for inter-city / inter-state operations for up to 200 kms;
- ✓ Type III for long distance (> 200 kms) intercity / interstate operations.
- ✓ Type IV special purpose buses e.g. sleeper coaches, tourist buses etc.
- ✓ Additional provisions on various types of buses as per **Annexure D** of RFQ-cum-RFP document.

Annexure D

Requirement for various categories of buses (over and above those given in AIS-052)

Sl. No.	Description	Super Deluxe (A/C Deluxe) buses		Remarks
		Semi sleeper	Sleeper / tourist	
1	ITS based sub-systems			
	➤ GPS	Π	Π	
	➤ Passenger Information System on-board	Π	Π	
	➤ Passenger Information System off-board	Π	Π	
	➤ Electronic Ticket Vending Machine (ETVM)	Π	Π	
	➤ On-board Electronic Route Destination Display System providing both audio-video outputs	Π	Π	
	➤ GPS / GPRS and compatibility with ETVM	Π	Π	
	➤ Multiplexing of electricals	Π	Π	
	➤ On-board VMU and driver console, etc	Π	Π	
	➤ Any other item / gadget / equipment for making ITS fully operative	Π	Π	
2	Passenger Amenities			
	➤ Large size windows for panoramic view	Π	Π	
	➤ Individual Seat Specific A/C Control System	Π	Π	
	➤ Individual Seat Specific Lighting Arrangement / controls	Π	Π	
	➤ Comfortable Seats / sleeper berths	Π	Π	
	➤ Audio Entertainment System	Π	Π	
	➤ Video Entertainment System	Π	Π	
	➤ Individual Seat Specific Audio-Video Entertainment System and controls	Π	Π	
	➤ Fixed Satellite Phones	Π	Π	
	➤ Mobile Charging System	Π	Π	
	➤ Internet Facility	Π	Π	
	➤ Laptop Charging Facility	Π	Π	
	➤ Toilet Facility	-	Π	
	➤ Cold Drinking Water Facility	Π	Π	
	➤ Snacks & Eatables	Π	Π	
	➤ Reading Materials			
	• Magazines	Π	Π	
	• Newspapers	Π	Π	
	➤ Dustbin	Π	Π	
	➤ Call Bell System	Π	Π	
	➤ Fans	Π	Π	
3.	Kneeling Facilities	Π	Π	
4.	Pneumatically controlled doors	Π	Π	
5.	Wheel chair ramps or any other mechanism for persons with disabilities	Π	Π	
6.	Air suspension system with kneeling system	Π	Π	
7.	Tinted (within permissible limits) window glasses	Π	Π	
8.	Any other fitment considered useful for pax	Π	Π	

Annexure E

Service Quality Performance Level Standards for PICS as also provision of tourist services

Sl. No.	Parameters	Performance Levels - benchmarking			Specified Performance Level for Bus services for the PICS as also provision of tourist services
		Achieved in FY 2006-2007 for example			
		OIDC (Rural)	All INDIA (STUs)	Best Performing STU (performing level)	
1	Regularity of Services				
i	Trip Efficiency (%)	N.A.	N.A.	KnSRTC (99.11)	96
ii	KM Efficiency (%)	94.25	98.42	TNSTC (108.26)	95
ii	Punctuality (%)	N.A.	N.A.	SETC (TN) (99.44)	96
2	Reliability (No. of breakdowns per million kms)	6	19	KnSRTC (8)	< 20
3	Safety (No. of accidents per ten million kms)	13	17	STP JB (5)	< 15
4	User Satisfaction (User complaints per lakh kms)	N.A.	N.A.	RSRTC (6)	< 6