

बिहार स्टेट टूरिज्म डेवलपमेंट कॉरपोरेशन लि०, Bihar State Tourism Development Corporation Ltd.

वीरचन्दपटेलपथ / Beerchand Patel Path,पटना / Patna- 800 001
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Ref no.285/19/T.T./992/19

Date: 16.07.2019

Expression of Interest

FOR PUBLIC PRIVATE PARTNERSHIP TO RUN (AIR CONDITIONED DELUXE BUSES)

1. General Information

The Bihar State Tourism Development Corporation Ltd., Patna (BSTDCL), engaged in focused development of tourism across the state, and as a part of this endeavour, the authority has decided to run good quality Air Conditioned Deluxe Bus on tourist routes. **Patna-Gaya-Bodhgaya-Patna, Patna-Nalanda-Rajgir-Patna.** by BSTDC Ltd.
Details and Important Dates:

Bid issue date	13.08.2019
Date of Pre-bid meeting.	20.08.2019 at 01:00 P.M.
Last date of submission of bid	30.08.2019 at 03:00 P.M.
Time and Place of opening of technical bids	31.08.2019 at 01:00 P.M. at Bihar State Tourism Development Corporation Ltd., Patna R. Block No. Beerchand Patel Path, Patna- 800 001
Time opening of financial bids	To be informed
Tender Fee Rs. 5000/-	To be submitted in form of DD of any Nationalised Bank/ scheduled Bank along with the tender for each property in favour of "Bihar State Tourism Development Corporation Ltd., Patna" payable at Patna.
Earnest Money Deposit Rs. 25,000/-	To be submitted in form of DD of any Nationalised Bank/ scheduled Bank along with the tender for each property in favour of "Bihar State Tourism Development Corporation Ltd., Patna" payable at Patna.
Address for communication /filing bids	To, General Manager, Bihar State Tourism Development Corporation Ltd., Patna R. Block, Beerchand Patel Path, Patna- 800 001 www.bstdc.bih.nic.in

* Tender documents can be downloaded from the Websites: www.bstdc.bih.nic.in tenders before the bid due date. The bidders are requested to submit the tender fee and EMD amount in form of the demand draft along with the bids in favour of Bihar State Tourism Development Corporation Ltd., Patna. Bidders are required to submit their technical bids in the hard copy on the communication address as mentioned above, and the financial bid to be submitted in separate envelope as mentioned. The price bid shall not be submitted with the technical bids in the same envelope. If price bid is submitted along with technical bid, it will lead to disqualification of the bidder.

Sd/-
General Manager
Bihar State Tourism Development
Corporation Ltd.
Patna, Bihar.

Expression of Interest

**FOR PUBLIC PRIVATE PARTNERSHIP TO RUN
(AIRCONDITIONED DELUXE BUSES)**

1. Background

- 1 Bihar State Tourism Development Corporation Limited is a fully Owned Company of the Government of Bihar, having registered office at Beerchand Patel Path, Patna – 800001 (the "Corporation") is engaged in the development and promotion of tourism in the State of Bihar. It has units across the State of Bihar. The address may be seen on the official website of the Corporation bstdc.bih.nic.in
- 2 The Corporation has decided to invite the Expression of Interest for operation of buses on specified routes as regular /daily service on Public Private Partnership mode. EOI is invited on Two bid system. The technical bid opened first shall be evaluated and only qualified bidders shall be considered for participation in the commercial bid process.
- 3 Thereafter the selection of successful bidder shall be based on the highest percentage of revenue sharing quoted in the price bid.
- 4 The routes proposed to be operated are as follows :
 - a. Patna – Nalanda- Rajgir – Patna
 - b. Patna – Gaya – Bodhgaya – Patna
- 5 In pursuance of the above, the Corporation has decided to invite Expression of Interest (EOI) from reputed, experienced & financially sound companies, firms, individuals for operation of good quality Air-Conditioned Deluxe Buses on designated route by BSTDC Ltd.
- 6 The Bidder can apply for more than one route but separate independent bids have to be submitted for each route.

Sd/-
General Manager
Bihar State Tourism Development
Corporation Ltd.
Patna, Bihar.

3 Invitation of Expression of Interest

- 1 The EOIs are invited from all reputed, experienced & financially sound persons/ organisations for operation of good quality Air Conditioned Deluxe Buses BS IV on designated routes of BSTDC Ltd. for a period of **5 years further extendable up to 2 years** on overall satisfactory services, who fulfil the following Eligibility Criteria:
 - (a) The operator shall have a minimum of three years of similar experience for the operation of similar class of buses.
 - (b) The company should have an average annual turnover of Rs. 5 lakhs in last three preceding financial years till FY 2018-19 to be certified by a Chartered Accountant based on audited financial statement
 - (c) The bidder should not have been declared insolvent by any court of Law in India.
 - (d) The Bidder must be well established and must have supplied or plying Deluxe Buses to any State Transport Undertaking or any such organisation on hiring mode for at least three years either in single or multiple orders ending on 31.08.2019 with satisfactory performance.
 - (e) The commercial bid will comprise the commission being offered by the transporter in terms of percentage of sales proceeds taking into consideration the fare proposed.
 - (f) Bids from consortiums/joint ventures are not allowed
- 2 Interested persons/operators meeting the Eligibility Criteria can download the documents containing terms and conditions of the Expression of interest from the website of Bihar State Tourism Development Corporation Ltd. (www.bstdc.bih.nic.in).
- 3 Earnest money deposit will be payable in favour of Managing Director, BSTDC. The EOI will be not accepted without requisite EMD. BSTDC reserved the right to accept or reject any Tender/EOI. For detailed information Mr Brajesh Kishore. Manager Travel Trade, can be contacted on Mobile no- 9472238017, 8544402437

4. Terms & conditions

General

- I. The corporation is considering operation of aforesaid buses on the listed route as a regular daily Service on Public Private Partnership mode:
- II. The mode of operation is proposed to be fixed on revenue sharing basis as a percentage of the total sales generated. Some of the broad parameters of the proposed scheme are as under :
 1. The transporter will provide efficient, comfortable, courteous and well-disciplined and well-appointed staff for bus services to the tourists under the banner and branding of BSTDC Ltd. to carry the tourists on fixed Route Services.
 2. The wheel base shall be Minimum 5200mm. and the buses should be BSIV.
 3. The corporation alone shall have the rights to decide the route(s) on which this coach service which are not exclusive to ones listed above, will be operated, to fix the timing and fares (as and when required) to designate the place and procedure for bookings and the procedure to operate the coach service.
 4. The Successful bidder / operator shall fix the fares judiciously so as to derive the maximum share of the market and maintain full occupancy of seats. Rates should not be changed more than twice in a year without written approval of the corporation.
 5. The Transporter shall meet all the running expenses including fuel cost, repair, maintenance cost, toll tax, insurance premium, Road Tax & G.S.T and other applicable taxes. in respect of the vehicle and make all such payments punctually without any delay and keep the coaches free of any encumbrances. The Transporter will also obtain all necessary Road Transport and statutory compliances required in this regard especially for interstate movement of buses, BSTDC shall take no responsibility in this regard.
 6. Coaches with only 2 x 2 seating configuration or sleeper cum seating configuration shall be considered for this venture.
 7. While all attempts shall be made by the Corporation to achieve the overall seat occupancy of this coach service, no responsibility whatsoever shall be attributed to and no liability whatsoever shall be claimed from the corporation in the event of any loss.
 8. The Transporter shall provide for operating this coach service, legally competent, courteous and well turned out driver(s), conductor(s) and Khalasi(s) at their own cost and shall also provide uniforms as prescribed by BSTDC at their own cost and keep those well maintained, clean and presentable.
 9. The Corporation shall have the right to accept or reject any operating staff provided by the Transporter with/without assigning any reason.
 10. The Transporter shall ensure good condition of the vehicle all the time during the operation and it should be stationed at its starting point at least 30 minutes before every scheduled departure of the coach.
 11. The Transporter shall deposit with the corporation, all the necessary documents required under rules of the government/governments and also as and when demanded by the corporation in operating this coach service including documents pertaining to its operating staffs such as driver(s), Conductor(s) and Khalasi (s).
 12. The Transporter shall affix or paint the vehicle as per the direction of the Corporation denoting that it is operating under the aegis of the corporation.
 13. The Transporter shall not remove the vehicle from the route prescribed by the Corporation without its prior permission.
 14. The Transporter shall not transfer ownership of the vehicle or lease it out or transfer its possession to any other party during the period of agreements with the Corporation, without the written consent of the Corporation.
 15. The business under this agreement is to be carried on at the sole risk of the Transporter and the Corporation accepts no responsibility in respect of any claim(s) by passenger(s) or/and any authority/authorities.
 16. The Corporation shall have the right to impose any penalty as per the penalty clause given or forfeit the security deposit in case of any breach or violation of terms and conditions of this agreement.
 17. In case of any dispute between the Corporation and the Transporter with regard to the meaning and affect of this agreement or regarding the accounts, transaction or otherwise in

- violation to the agreement the matter shall be referred to the sole arbitration of Principal Secretary/Secretary Tourism, Govt of Bihar, Patna, whose decision shall be final and binding on both the parties.
18. Vehicle should be of make of year 2018 or later. After completion of five years vehicle will be replaced with new make to ensure that the vehicle in operation is not more than seven years old at any time. The offered vehicles should become available to BSTDC within 7 days of the finalisation of the work order, after necessary inspection.
 19. LED TV screen shall be installed for the entertainment of Travellers. The material to be shown on this screen shall be entirely at the discretion and orders of BSTDC.
 20. Though the contract shall be awarded for a period of 5 years initially but a tourist feedback system shall be created and the quality of feedback of the travellers shall form an important basis for continuance of the services. In case the quality of services/ complaint redressal system is not found to be of good level the contract shall be terminated forthwith without giving any consideration to the notice period stipulated in this contract.
 21. The staff of the bus who will remain well dressed and courteous to all the passengers & shall at all times remain the employee of the contractor and in no way a employer employee relationship can arise with the corporation.
 22. Staff will at no time consume any intoxicating substance like alcohol, pan, tobacco, Gutka etc during the period he is assigned to operate on the bus in such manner that it affects his performance as the driver of the bus in the opinion of the Managing Director or the nominated person to inspect the bus or generally to look after the operations of the bus.
 23. All labour laws and other statutory provisions with respect to the employees deployed shall be complied with by the transporter.
 24. The average Turnover of the Operator should be not less than Rs. 5 Lakhs. Copy of the Relevant Accounts duly certified by a CA should be submitted along with the Technical Bid.
 25. The Corporation shall enter in to a contract with the successful bidder for the performance for a period of 5 years and will be extended further in the event of extension being granted for the operation of buses.
 26. To assist in the examination, evaluation and comparison of Bids, the Corporation may, if necessary, ask the Bidders individually for clarification of their bids including break-up of prices.
 27. The Corporation reserves the right to inspect / visit the premises\places where the bidder has supplied/plying buses to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids.
 28. In the event L1 not being able to execute the contract for performance within next 7 days the next bidder shall be considered for award of contract.
 29. The successful Bidder shall have to produce the bus within a week of the information being given for having been awarded the contract. In the event that the successful bidder is not able to produce the bus for the inspection to a person/committee nominated by Managing Director and found to meet the satisfaction of such an inspection, the contract shall stand cancelled and no further communication shall be entertained in this regard.
 30. Corporation reserves the right to award similar concurrent contract to any other operator as per its own terms and conditions.
 31. The contract can be terminated by giving one month's notice by either side.
 32. The operators shall ensure safe driving of the vehicle without disturbing any other vehicle/ public/traffic etc. Operator shall be responsible for any accident, misconduct of the driver or damage to the public, passenger, goods or vehicle.
 33. The operator shall take an insurance policy covering the risk to passengers, public, luggage, vehicle, driver and staff.

5. Instructions to Bidders

1. Sealed tenders are invited from the experienced operator having support of professional staff with proven track record of supplying, maintaining and operation of good quality Air Conditioned Deluxe Bus (Tata, Ashok Leyland or similar) on designated routes as decided by BSTDC Ltd.
2. Tender can be downloaded from the websites: www.bstdc.gov.in/tenders before the Bid due date. The bidders are requested to submit the tender in form of the demand draft along with the Bids, and all bidders are required to follow the bidding process as mentioned on the website and are required to submit their technical bids in the hard copy on the communication address as mentioned, and the Financial Bid to be submitted in separate envelope as mentioned. The price bid shall not be submitted along with the technical bids. If Price Bid is submitted along with Technical Bid in same envelope, it would lead to disqualification of the bidder. Both the technical bid and financial bid in separate envelope should be kept in third sealed envelope. All envelopes should be sealed and super scribed the entity name and Envelope No-1 Technical Bid and envelope No-2 Financial Bids. Bids should be submitted on or before the bid due date and should be in the prescribed forms/formats as mentioned in this tender The bids should be sent in wax-sealed covers respectively super-scribed as "TECHNICAL BID for PUBLIC PRIVATE PARTNERSHIP (PPP) TO run Air Conditioned Deluxe Bus.....(name of the route).
3. PRICE BID are to be submitted in the separate envelope super scribed as Financial Bid mentioned as per the process. Document along with the demand draft towards tender fee and EMD should be put in a large envelope and wax-sealed and superscribed "BID for PUBLIC PRIVATE PARTNERSHIP (PPP) TO run Air Conditioned Deluxe Bus.....(name of the route) Sealed bids can be submitted by Courier/Hand delivery or sent by registered post at the following address:

Bihar State Tourism Development Corporation Ltd., Patna

R-Block Beerchand Patel Path, Patna- 800 001

www.bstdc.bih.nic.in

Bids not in the prescribed forms/formats will be summarily rejected.

4. Physical bids shall be accepted only during working hours from **10:30 A.M to 05:00 P.M** on business days up to the bid due date. Bids received after the bid due date shall be rejected and shall be returned unopened.
5. In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
6. Bidders are directed to fill all information clearly and legibly in typed format including the amount quoted in the price bid both in terms of figures & words. Each page of the bid/bids must be signed and sealed.
7. The bid/bids shall contain no corrections, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be signed and sealed by the person or persons signing the bid.
8. The EMD's of all unsuccessful Bidders (other than such Bidders whose Bids have been rejected/fail in test of responsiveness/have submitted incomplete bids) will be refunded, without any interest, after the Letter of Award has been accepted by the successful bidder.
9. The EMD will not carry any rate of interest.
10. The successful bidder shall be required to submit the Letter of Acceptance to the authority within 7 days of issuance of Letter of Award. Failing which the Letter of Award shall stand withdrawn without any liability on BSTDCL and the EMD of such bidder shall stand forfeited.
11. The successful bidder shall be required to sign the **Management Agreement within 15 days of acceptance of Letter of Award**. The successful bidder shall be liable to fulfil the following obligations as a precondition of signing of Management Agreement:

Failing to fulfil the aforementioned obligations, the Letter of award shall stand withdrawn without any liability on BSTDCL and the EMD of such bidder shall stand forfeited.

12. Bidders should note that:
 - (i) If they withdraw their Bid after their technical bid has been accepted, or
 - (ii) In case successful bidders fail to execute the Management Agreement within 15days from the date of receipt of the Letter of Award, or **within the extended period if any or.**
 - (iii) If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
 - (iv) Try to influence BSTDCL or any of its officials in relation to the evaluation of bids;
BSTDCL shall have the right to forfeit their EMD and blacklist them from participating in any future tenders issued by BSTDCL.
13. Bids shall remain valid for a maximum period of 120 days from the date of opening of the price Bid. BSTDCL reserves the right to accept or reject any bid at its sole discretion and without assigning any reason. The Managing Director at its own discretion may issue addendum to the bid before the last date of the submission.
14. BSTDCL may, at its sole discretion, extend the bid due date and amend the tender by amending the tender documents. In such a case, all rights and obligations of BSTDCL and bidders previously subject to the bid due date will thereafter be subject to the bid due date as extended.
15. BSTDCL may, at its discretion, ask a Bidder for further clarifications and/or information. The Bidder shall have to reply to the clarification within 7 Business days from the date of receipt of the request failing which the bid of such a bidder shall be rejected and BSTDCL shall have the right to forfeit the EMD of such bidder.
16. Bidder shall provide self-attested Certificate that it is not blacklisted by any Govt / court of India.
17. No pending Litigation: the bidder shall provide information on any current or pending litigation or arbitration separately on a self-declaration.
18. Bidder shall not be allowed to participate in bid who is earlier defaulter in Payment of dues to BSTDCL. as on date of Advertisement of the Tender.
19. Technical Bids shall be opened in the office of the General Manager, BSTDCL, and after evaluation of the Technical bids, the commercial bids will be opened in the presence of the Successful Bidders or the authorized representative who wish to be present. The Managing Director reserves the right to cancel any or all the expression of interest without assigning any reason thereof
20. For Seeking any clarifications the bidders may send the points for which they seek clarification in writing on E mail. For Pre bid meeting which shall be held in Hotel Kautilya Vihar, BeerChand Marg, Patna, Bihar, also such points may be sent in writing on email in advance.

To,
General Manager
Bihar State Tourism Development Corporation Ltd., Patna
R-Block, Beer Chand Patel Path, Patna 800001

Re: Technical Bid for selection of entity FOR PUBLIC PRIVATE PARTNERSHIP (PPP) TO RUN AIRCONDITIONED Deluxe Buses (Tata, Ashok Leyland or similar) for.....name of bus route]

Dear Sir,
In response to the tender document, I hereby enlist the technical details to the authority as Under

1. Name of the applicant :-
(Copy of the proof of identity to be attached)

2. Address :-
Telephone No :-
Email :-

3. Previous Experience: Please give details of the experience in operating / plying/ owning Buses

Sl no	Type of Vehicle /make & description	Organisation being plied with	No of years	Remarks

Please enclose satisfactory performance certificate for each of the above operations.

4. Furnish the following details about kind of Vehicle.
(A)

Sl. No.	Vehicle No.	Year of Manufacture	Seating Capacity of Vehicle	Type of Vehicle	Make of Vehicle

Furnish the copies of the documents of owner ship/ lease and maintenance agreement/understanding with the vehicle manufacturer covering for the agreement period with BSTDCL

(B)

Sl. No.	Route Applied	Frequency	Date Month Year	To Date Month Year	Annual Turn Over

(C)

Sl.	Route	Fare proposed to be fixed	Remarks

6. Audited balance sheet/profit & Loss Account for last 3 Years.
7. The kind of insurance proposed to be taken by the operator for Bus and Passengers.
8. GST Registration.
9. Income Tax.
10. Details of Earnest Money
11. Character Certificate issued
12. Proof of Address
(Voter Identity Card, Electric Bills etc)
13. Notarised certificate of not being blacklisted by any agency
14. Details of Tender Fee and EMD submitted.

Yours faithfully,

(Signature of Authorized Signatory/representative of Bidder)
(Name, Title, Address, Date)

To,
General Manager
Bihar State Tourism Development Corporation Ltd., Patna
R-Block, Beer Chand Patel Path, Patna 800001

Re: Price Bid for selection of entity FOR PUBLIC PRIVATE PARTNERSHIP (PPP) TO RUN AIRCONDITIONED Deluxe Bus (Tata, Ashok Leyland or similar) for.....(name of bus route)

Dear Sir,
In response to the tender document, I hereby quote the 'Price Bid' payable by us to the authority as Under

Price offered for operating buses for(Mention name of bus route) is %age of the revenue (in figures)..... (in words) which is exclusive of applicable taxes and duties, levies, GST etc. The price offer quoted here above is valid for 180 days from the date of opening of the price bid.

I hereby certify and accept the following:

1. The Agreement will be for a period of 5 years, extendable up to 2 years.
2. The Price offer quoted above is rate of revenue sharing based on Proposed Fare.
3. I as a Bidder has inspected the proposed route and acquainted myself before Bidding for the said Route(s).

I certify that I have gone through the Tender document and I have understood and agree to the terms and conditions as mentioned in the tender document and Management Agreement.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be Non-responsive will be sufficient for the authority to reject our bid and forfeit our EMD in full. I abide by the above offer/quote and terms & condition of the tender document for the Hotels, Restaurant/ Cafeteria Properties and the LOA if the authority selects us as the preferred bidder.

Yours faithfully,

(Signature of Authorized Signatory/representative of Bidder)
(Name, Title, Address, Date)