

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

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No. 232/28/TT /173/18

Date: 12.06.2018

## Expression of Interest

### FOR PUBLIC PRIVATE PARTNERSHIP TO RUN (AIRCONDITIONED SUPER LUXURY(Volvo/Scania/Mercedes-Benz) COACHES)

#### 1. Background

- 1.1 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 16 units across the State of Bihar. The address may be seen on the official website of the Corporation [bstdc.bih.nic.in](http://bstdc.bih.nic.in)
- 1.2 The Corporation has decided to invite the Expression of Interest for operation of buses on specified routes as regular daily service. EOI is invited on Two bid system. The technical bids opened first shall be evaluated and only qualified bidders shall be considered for participation in the commercial bid process.
- 1.3 In pursuance of the above, the Corporation has decided to invite Expression of Interest (EOI) from reputed, experienced & financially sound companies for supplying, maintaining and operation of good quality airconditioned Super Luxury Coaches (Volvo/Scania/Mercedes-Benz) on designated routes of BSTDC Ltd. "the Authority" is engaged in focused development of tourism across the state, and as a part of this Endeavour, the authority has decided to run good quality airconditioned Super Luxury Coaches (Volvo/Scania/Mercedes-Benz) on **Patna – Bodhgaya- Varanasi- Patna** designated routes of BSTDC Ltd.

#### Details are as below:

Bid issue date	26.6.2018
Date of Pre-bid meeting.	5.7.2018 at 2 PM
Last date of submission of bid	16.7.2018 up to 12 Noon
Time and Place of opening of bids	16.7.2018, 2 PM at Bihar State Tourism Development Corporation Ltd., Patna R. Block No. Beerchand Patel Path, Patna- 800 001
Tender Fee Rs. 1000/-	To be submitted in form of DD of any Nationalised 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 <a href="http://www.bstdc.gov.in">www.bstdc.gov.in</a>

\* Tender documents can be downloaded from the Websites: [www.bstdc.bih.nic.in](http://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. For detail information Mr. Brajesh Kishor, Manager (Travel & Trade) Contact on Mobile No.- 8544402437.

Sd/-  
(Dr. Harendra Prasad)  
General Manager

## 2. Invitation of Expression of Interest

- 2.1 The EOIs are invited from all reputable reputed, experienced & financially sound companies for supplying, maintaining and operation of good quality air conditioned Super Luxury Coaches (Volvo/Scania/Mercedes-Benz) 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 should have a minimum of five years of similar experience for the operation of similar Coaches.
  - (b) The company should have a minimum average annual turnover of Rs. 1 crore in last three preceding financial years till FY 2016-17 to be certified by a Chartered Accountant based on audited financial statement
  - (c) The net worth of the bidder should be Rs. 1 crore of operation as on 31.3.2017, to be certified by a Chartered Accountant based on audited financial statement.
  - (d) The Bidder must be well established and must have supplied or plying at least 1 Integral Super Luxury coaches (Volvo/Scania/Mercedes-Benz) to any State Transport Undertaking or any such organisation on hiring mode for at least three years in last five years either in single or multiple orders ending on 31.03.2018 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) Apart from this transporter should furnish the following detail of each vehicle being offered to the Corporation as per given format. Only the coaches of the model 2017, BS-IV or later will be considered.
    - (i) Make of Vehicle.
    - (ii) Year of Manufacture.
    - (iii) Type of Vehicle Super Luxury coach.
- 2.2 Interested companies meeting the Eligibility Criteria can download the documents containing terms and conditions of the Expression of interest priced at Rs.1000/- from the website of Bihar State Tourism Development Corporation Ltd. ([www.bstdc.bih.nic.in](http://www.bstdc.bih.nic.in)).
- 2.3 Earnest money deposit as given 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.

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## 1. Background and other Information

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The Bihar State Tourism Development Corporation Ltd., Patna (BSTDCL), herein known as “theAuthority” is engaged in focused development of tourism across the state, and as a part of this Endeavour, the authority has decided to run good quality airconditioned Super Luxury Coaches (Volvo/Scania/Mercedes-Benz) on Patna – Bodhgaya- Varanasi- Patna designated routes of BSTDC Ltd.

### **Details and Important Dates:**

Bid issue date	26.6.2018
Date of Pre-bid meeting.	5.7.2018 at 2 PM
Last date of submission of bid	16.7.2018 up to 12 Noon
Time and Place of opening of bids	16.7.2018,2 PM at Bihar State Tourism Development Corporation Ltd., Patna R. Block No. Beerchand Patel Path, Patna- 800 001
Tender Fee Rs. 1000/-	To be submitted in form of DD of any Nationalised 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 <a href="http://www.bstdc.gov.in">www.bstdc.gov.in</a>

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\* Tender documents can be downloaded from the Websites: [www.bstdc.bih.nic.in](http://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.

## 2. Definitions

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In this tender document, unless the context otherwise requires or provides for, the following words and expressions shall have the meanings as are hereinafter respectively assigned to them:

- a. "Authority" or "BSTDCL" shall mean Bihar State Tourism Development Corporation Ltd., Patna;
- b. "Turn-over" means the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both by the company during a financial year.
- c. "Bid" shall mean the bid submitted by a Bidder;
- d. "Bidder" shall mean such person who / which (as the case may be) has submitted an application / bids pursuant to the tender;
- e. "Bid Due Date" shall mean the last date for submission of Bids,
- f. "Business Day" shall mean such day on which the offices of the Bihar Government are open for work;
- g. "Letter of Award" shall mean the letter issued to the Successful Bidder by BSTDCL.
- h. "Management Contract" or "Management Agreement" shall mean the contract which shall be executed between authority and the successful bidder;
- i. "Person" shall mean a firm, entity, HUF, or company incorporated in India;
- j. "Successful Bidder" or "Preferred Bidder" shall mean the Bidder whose Bid has been accepted by authority and has been issued a letter of award
- k. "Technical Requirements" shall mean the technical conditions, as set out in **Section 6**, that are to be satisfied by a bidder;
- l. "Tender" shall mean this tender document issued by authority along with all annexes and schedules hereto and any other information/documents attached hereto and shall also include any modifications, amendments, alterations or clarifications thereto Issued from time to time.

### 3. Instructions to Bidders

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- 3.1 Sealed tenders are invited from the experienced companies – public or Private limited or LLPs having support of professional staff with proven track record of supplying, maintaining and operation of good quality air conditioned Super Luxury Coaches (Volvo/Scania/Mercedes-Benz) on designated routes as decided by BSTDC Ltd.
- 3.2 Tender can be downloaded from the websites: [www.bstdc.gov.in/tenders](http://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 AIRCONDITIONED SUPER LUXURY (Volvo/Scania/Mercedes-Benz) COACHES Patna --Bodhgaya- Varanasi- Patna
- 3.3 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 super-scribed as "BID for PUBLIC PRIVATE PARTNERSHIP (PPP) TO RUN AIRCONDITIONED SUPER LUXURY COACHES Patna-Bodhgaya-Varanasi-Patna . 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.gov.in](http://www.bstdc.gov.in)*

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

- 3.4 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.
- 3.5 In the event a qualified bidder wants to withdraw the bid, the EMD of such bidder shall be forfeited.
- 3.6 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 put company's seal on the bid documents.
- 3.7 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 by the person or persons signing the bid.
- 3.8 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.
- 3.9 The EMD will not carry any rate of interest.
- 3.10 As per evaluation process mentioned in section 5 of the tender, the qualified bidder that has been declared as successful bidder/ preferred bidder shall be issued the Letter of Award.
- 3.11 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 BSTDC and the EMD of such bidder shall stand forfeited.
- 3.12 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 fulfill the aforementioned obligations, the Letter of award shall stand withdrawn without any liability on BSTDC and the EMD of such bidder shall stand forfeited.

- 3.13 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.
- 3.14 Bids shall remain valid for a maximum period of 180 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.
- 3.15 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.
- 3.16 During evaluation of bids, BSTDCL may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. 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.
- 3.17 Bidder shall provide self-attested Certificate that it is not blacklisted.
- 3.18 No pending Litigation: the bidder shall provide information on any current or pending litigation or arbitration separately.
- 3.19 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.
- 3.20 Technical Bids shall be opened in the office of the General Manager , BSTDC, 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
- 3.21 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 HotelKautilya, Beer Chand Marg, Patna, Bihar, also such points may be sent in writing on email in advance.

## 4. Terms & conditions

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### General

- I. The corporation is considering operation of aforesaid buses on below mentioned route as a regular daily Service:  

**Patna-Bodhgaya- Varanasi- Patna**
  
- 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 bus services to the tourists under the banner and branding of BSTDC Ltd. to carry the tourists on fixed Route Services. Only the coaches of the model 2017, BS-IV or later will be considered.
  2. 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.
  3. 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 under consultation with the corporation.
  4. The Transporter shall meet all the running expenses including fuel cost, repair, maintenance cost, toll tax, insurance premium, Road Tax & G.S.T. etc. 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.
  5. Coaches with only 2 x 2 seating configuration shall be considered for this venture.
  6. While all attempts shall be made by the Corporation to help 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.
  7. The Corporation will take all suitable steps for earmarking Parking place of these buses at designated places of departure & arrival of bus service and would also fix the stoppages & halting places of these buses on the designated routes. The Transporter shall not change the location of the Stand/Halting place without prior approval of the Corporation.
  8. The Transporter shall not leave Parking Place or abandon the vehicle in any place as may cause obstruction to the General Traffic or other users of the road at any points of the fixed route or even at halting place during the continuance of this agreement and shall be responsible for the observance of all the relevant provisions of Motor Vehicle Act and other such relevant rules or laws (Central or State) in force from time to time. The said. Motor Vehicle Act 1988& Central Motor Vehicle Rules 1989 has, it is assumed been duly read by the transporter and they are aware of all such laws & rules.
  9. The Transporter shall take all steps and precautions to ensure that there is no breach of any of the provisions of the Motor Vehicle Act or the rules. The Transporter will operate the bus at their own risk and responsibility.
  10. The Transporter shall be responsible for the maintenance and repair of the vehicle at their own cost so that the same are kept in a good and sound condition for plying. In case of breakdown of buses, major repairs etc the Transporter shall arrange for alternative buses at their own costs in order to avoid any disruption of services and dissatisfaction to the passengers. Transporter shall make necessary arrangement at all time to ensure uninterrupted bus services in the designated route. As a matter of abundant caution the transporter shall keep the bus well serviced as per the periodical schedule prescribed by the manufacturer so that there are no unexpected breakdowns.
  11. The transporter shall keep the passengers, vehicle and the passengers' property insured through comprehensive insurance policy against riot, flood, fire, earthquake, accident and all other eventualities. The entire responsibility will lie wholly and solely on the transporter in all situations. Further, the transporter should keep the vehicle under supervision all the time to prevent any loss of property or life. In the event of any unforeseen /mishappening BSTDC will not be a party to the same nor any legal claim shall arise against it. In case the Corporation is compelled to pay any amount, it will be charged to the Transporter by way of deduction from any of the dues or security amount.
  12. 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 their own cost and keep those well maintained, clean and presentable.



13. The Corporation shall have the right to accept or reject any operating staff provided by the Transporter with/without assigning any reason.
14. 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.
15. 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).
16. 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.
17. The Transporter shall not remove the vehicle from the route prescribed by the Corporation without its prior permission.
18. 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.
19. 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.
20. 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.
21. 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.
22. Vehicle should be of make of year 2017 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. All labour laws and other statutory provisions with respect to the employees deployed shall be complied with.
28. The average Turnover of the Operator should be not less than Rs. 1 crore. In case the bid is being made for more than one route by one operator then it should be computed accordingly. Copy of the Relevant Accounts duly certified by a CA should be submitted along with the Technical Bid.
29. The networth of the organisation should be 1 crore as on 31.3.2017.
30. 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.
31. To assist in the examination, evaluation and comparison of Bids, the Department may, if necessary, ask the Bidders individually for clarification of their bids including break-up of prices.
32. The Department reserves the right to inspect / visit the premises 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.
33. 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.
34. The successful Bidder shall have to produce the bus within a week of the information being given for have won the contract. In the event that the successful bidder is not able to produce the bus for the inspection by a nominated person/committee 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.
35. Corporation reserves the right to award similar concurrent contract to any other operator as per its own terms and conditions.
36. The contract can be terminated by giving one month's notice by either side.

## 5. Evaluation Parameters for Short listing of Bidders

The bidder's competency and capability is proposed to be evaluated on the basis of below mentioned eligibility criteria:

### Eligibility Criteria:

1. A Bidder can be Private Limited company/Public Ltd. Company/LLP established as per the applicable laws of the country of its origin.
2. The bidder should have a minimum of five years of similar experience for the operation of the Coaches. Proof of the same needs to be submitted along with the documents.
3. The firm should have a minimum average annual turnover of Rs. 1 crore in last three preceding financial years till FY 2016-17 to be certified by a Chartered Accountant based on audited financial statement
4. The net worth of the bidder should be Rs. 1 crore of operation as on 31.3.2017, to be certified by a Chartered Accountant based on audited financial statement.
5. The Bidder must be well established and must have supplied or plying at least 1 Integral Super Luxury coach (Volvo/Scania/Mercedes-Benz)to any State Transport Undertaking or any such organisation on hiring mode for at least three years in last five years either in single or multiple orders ending on 31.03.2018 with satisfactory performance.
6. Bids from Joint Ventures and Consortium not allowed.
7. Apart from this transporter should furnish the following detail of each vehicle being offered to the Corporation as per given format. Only the coaches of the model 2017, BS-IV or later will be considered.
  - (i) Make of Vehicle.
  - (ii) Year of Manufacture.
  - (iii) Type of Vehicle Super Luxury/ Air-conditioned coach.

### Parameter for Selection

SI	Particulars	Marks range	Marks obtained	Remarks
1	No. of Buses of required class (5 marks per bus subject to a max. of 30)	5-30		
2.	Turnover of the Organisation (5 marks for 1 crore. Additional 5 marks per crore sub to a max of 25)	5-25		
3	Net Worth of the Organisation (5 marks for 1 crore. Additional 5 marks per crore sub to a max of 25)	5-25		
4	No. of Qualified drivers in the organisation (5 marks per driver sub to a max of 30)	5-30		
5.	No of years of Experience with the requisite class of buses (5 marks for three years additional 5 marks per additional year of experience subject to a max of 20)	5-20		
	Total	25-130		

**Qualifying marks 25**

After qualifying under different categories the selection shall be on the basis of Commercial Bids. The transporter offering highest rate of revenue sharing will be considered as successful bidder. If there are more than one organisations at the commercial bid stage offering same amount, the technical bid shall be checked and the party securing higher marks there shall be considered.

## **6. Evaluation Process**

### **Opening of Bids**

1. The designated authority shall open the Technical Bids on the date, place and time mentioned in Section 1 of this tender document and in the presence of the Bidders who chose to attend.
2. The authority will subsequently examine and evaluate the bids in accordance with the provisions set out in the tender. Subject to the terms of this tender, the bids received shall be evaluated sequentially in the following three steps:
  - Stage0: Test & Responsiveness
  - Stage1: Evaluation of Technical Bid
  - Stage2: Evaluation of Price Bids
3. It is hereby clarified that Technical Bids of only those bidder(s) who qualify Stage 0 shall be considered for evaluation in Stage 1. & only those bidder (s) who qualify criteria by stage-1 shall be considered for evaluation in stage-2.
4. On evaluation of Technical Bids, respective assessment towards eligibility criteria shall be conducted. Only those bidders who are found eligible as per the eligibility criteria shall be considered for price bid opening and the price bids of only those Bidders shall be opened.
5. The bidders are informed that qualification of bidders will be entirely at the discretion of the authority. The bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given. Any information contained in the bid shall not in any way be construed as binding on the authority, its agents, successors or assigns, but shall be binding against the bidder if the project is subsequently awarded to it on the basis of such information. Or any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein. The authority may, in its sole discretion, exclude the relevant project from evaluation of the respective Bidder's Eligibility Bid.

### **Stage 0: Test of Responsiveness**

Prior to evaluation of the documents contained in the Technical Bid envelope, the authority shall determine whether each bid is responsive to the requirements set out in this tender. A bid shall be considered responsive only if:

1. It is received as per the formats prescribed in the section 8 of the tender.
2. It is received by the Bid due date including any extensions thereof. It is signed, sealed, bound together and marked as stipulated in the document.
3. It contains information in formats same as those specified in this Tender
4. It contains the necessary documentary proof as specified in the checklist mentioned in Section 7.
5. It does not contain any condition or qualifications, and it is responsive in terms hereof.

## **Stage 1: Evaluation of Technical Bids**

In Stage 1 of bid evaluation, only those technical bids which are found to be responsive to the requirements of the tender as specified would be opened for assessing their qualification for Technical Criteria. The assessment towards technical evaluation shall be carried out as stated in Section 5. Those applicants who are found eligible in technical evaluation shall be considered as qualified bidders and only their Bids shall be considered for price bid opening.

## **Stage 2: Evaluation of Price Bid**

The evaluation criteria for Price Bid shall be based on highest annual management fee offered by the Bidder to BSTDCL.

## **7. Checklist for Technical Bid**

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**Bids must be accompanied with the following documents:**

- (i) Cover letter stating details about the applicant and location of bids
- (ii) Index page marking the flow and contents of the bid (which should be spiral bind document)
- (iii) Documentary proof, where applicable, as evidence of satisfaction of the Technical and Financial requirements as stated in section 5;
- (iv) Bidder shall submit a copy of the tender document with each page manually signed by the Bidder;
- (v) Earnest Money Deposit (“EMD”), shall be paid by way of a crossed demand draft drawn on any nationalized bank or scheduled bank payable at Patna. The demand draft should be drawn in favour of “Bihar State Tourism Development Corporation Ltd., Patna”;
- (vi) Non Refundable Tender fee of ₹ 1,000, shall be paid by way of a crossed demand draft drawn on any nationalized bank or scheduled bank payable at Patna. The demand draft should be drawn in favour of “Bihar State Tourism Development Corporation Ltd., Patna”;
- (vii) Copies of various tax and statutory registration;

**Note:**

- a. *All the above mentioned documents shall be submitted along with the Technical Bids in hard copy on the date specified in Section 1 of the tender document. If Bidder fails to submit any of the above mentioned documents, his/her bids shall stand is disqualified.*
- b. *The Price Bids shall not be submitted with the technical bids. The Price Bids are to be submitted separate envelope. The price quoted in the Price Bid shall be in clear & legible **TYPED FORMAT** Both in terms of figures and words. If any bidder submits the Price Bid along with the Technical Bid, his bid shall stand disqualified.*

## **8. Schedule 1: Technical Bid Format:**

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**Section 1:**

- 1.1. Cover Letter (on letter head of the organisation) introducing Name of Organization, core work area, experience and route for tech Bid
- 1.2. Affidavit cum Declaration stating fulfilling the technical and financial capabilities and showcasing commitment towards sharing correct information as submitted as part of tender (same should be on a stamp paper signed by the authorized signatory)
- 1.3. Copy of tender document, with each stamped and manually signed

**Section 2:**

- 2.1 Respective ownership/management operators work order to be submitted.
- 2.2 In reference to the above submitted details, details of scale of work undertaken/or any other details.
- 2.3 Details of Turnover in form of CA Certificate and other respective documents with respect to passenger transport business only.

**Section 3:**

- 3.1 Demand Draft in favour of “Bihar State Tourism Development Corporation Ltd., Patna” towards Tender Fee(non refundable) and Demand Draft in Favour of Bihar State Tourism Development Corporation Ltd., Patna towards EMD.

**Notes:**

- The Above Mentioned Section 1 and Section 2 should be as per the details sought, and should be one single document.
- Schedule 2 should be in a separate envelope
- Schedule 1 and Schedule 2 Envelope should be kept in one single envelope and sealed for submission

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 SUPER LUXURY(Volvo/Scania/Mercedes-Benz) COACHES for.[Mention 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 Organisation :-  
(Copy of the registration of the organisation to be attached)
2. Address of Organisation :-  
Telephone No :-  
Fax 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 Year	Month	Annual Turn Over

(C)

Sl	Type of Bus	Cost of running per KM.	Remarks

(D)

Sl.	Route	Fare proposed to be fixed	Remarks

5. Details of Man Power (drivers) available to operate the vehicle :-

Sl No.	Name of Person	Operating experience for (Bus)	Qualification		Knowledge of M.V. Act.
			Academic	Technical (Heavy Commercial Vehicle Driving Licence)	

Attach copies of the qualifications and driving licences

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 Pan
10. Details of Earnest Money
11. Character Certificate issued
12. Proof of Residential Address (Voter Identity Card, Electric Bills etc)
13. Notarised certificate of not being blacklisted by any agency

Yours faithfully,

\_\_\_\_\_

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

## 9. Format of Letter of Award

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### FORMAT OF LETTER OF AWARD

Dated: \_\_\_\_\_

To,

.....  
.....  
.....

**Re: EOI for selection of entity FOR PUBLIC PRIVATE PARTNERSHIP (PPP) TO RUN AIRCONDITIONED SUPER LUXURY(Volvo/Scania/Mercedes-Benz) COACHES.**

**Sub: Letter of Award**

Dear Sir/Madam,

We refer to the bids submitted by you in relation to the tender under Public Private Partnership for operation of Super Luxury Coaches with the Bihar State Tourism Development Corporation Ltd., Patna ("BSTDCL").

Capitalized terms used but not defined herein shall have the same meaning as assigned to such term in the Tender.

We are pleased to inform you that based on the Price Bid submitted by you we hereby award you the right to operate and maintain following Bus Route, details of which are set out below: [*Insert details of the Bus Route*]

You are directed to undertake all steps so as to cause and ensure that you are able to sign the Management Agreement within \_\_\_\_ Business Days from the date of acceptance of this Letter, failing which this letter shall stand withdrawn and terminated.

You are also directed to take all necessary steps to ensure operation and maintenance of the coaches on .....route within \_\_\_\_ Business Days from the date of signing of Management Agreement.

Thanking You,

Yours faithfully,

For and on behalf of the Bihar State Tourism Development Corporation Ltd., Patna

**GENERAL MANAGER**

## 10. Schedule 2: Format for Price Bid

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*This Format is only for indicative purpose. The format will be available on website at the time of filing of bids. The Price Bids shall not be submitted along with the Technical Bids. It shall be submitted only through procedure prescribed. If the Price bids are submitted with the technical bids, it will lead to disqualification of the Bidder. The Price quoted in the Price Bid shall be in clear and legible TYPED FORMAT Both in terms of figures and words.*

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 SUPER LUXURY(Volvo/Scania/Mercedes-Benz) COACHES for Mention 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)



## 11. Format for Covering letter (Letter of Application)

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*(To be submitted on letter head of the Bidder)*

Date: \_\_\_\_\_

To,

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

Passport Size  
Photo

Sub: **Submission of Application for [\_\_\_\_\_].**  
Sir,

In response to the tender for selection of **entity FOR PUBLIC PRIVATE PARTNERSHIP (PPP) TO RUN AIRCONDITIONED SUPER LUXURY(Volvo/Scania/Mercedes-Benz) COACHES** for.[Mention name of bus route]. After going through all the information and terms and conditions given in the tender document including addendums, we are submitting our application for being shortlisted for the assignment.

1. The required general information and details along with supporting documents are enclosed along with this application. The undersigned declares that the statements made and the information provided herein are complete, true, and correct in all aspects. This application shall be valid for 180 days from the application due date.
2. We acknowledge that BSTDCL will be relying on the information provided in this application and the documents accompanying such application for pre-qualification of the applicants for the aforesaid project, and we certify that all information provided in the application and in the Appendices and Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Application are true copies of their respective originals.
3. All the required documents as per format provided in appendices of the Tender document, duly signed, are enclosed.
4. We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSTDCL/ Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the Selection/ Application Process itself, in respect of the above mentioned Project.
5. we agree and undertake to abide by all the terms and conditions of the tender document.
6. We also understand that:-
  - (i) This application is only for short listing of the applicant/ organisations;
  - (ii) BSTDCL is not bound to accept the application of any applicant, either in part or in full. If BSTDCL rejects any application or does not shortlist any applicant, it may do so without assigning any reasons thereof.
  - (iii) This is an initial application and does not entitle us to receive any documents or to be invited to Financial Bid for the Project;
  - (iv) BSTDCL has the right to change or alter the details of the project or scope of work;
  - (v) BSTDCL reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, terminate further participation in the Application process by any party, change the structure, procedures and timing of the Application process, alter the terms of participation in the Application process at any stage of the Application process and to suspend or terminate the Application process.

**7.Organization details are as follow:**

Sr.	Description	Details
1	Name	
2	TYPE ( Pvt Ltd / Public Ltd/LLP)	
3	DATE OF INCORPORATION	
4	COMPANY REGISTRATION No	
5	Nature of Company (Core area of working)	
6	REGISTERED OFFICE	
7	CONTACT DETAILS	
8	CONTACT PERSON	
9	BRANCH OFFICE (if any)	
10	PAN No	
11	GST Registration No	
12	ESI Registration No.	
13	EPF Registration No.	
14	Key Personnel ( Name& Responsibility Only )	
15	Labour License Certificate	
16	Bidder shall provided self-attested Certificate that he is not blacklisted.	
17	No pending Litigation: the bidder shall provide information on any current or pending litigation or arbitration separately.	

***Note:-Documentary proof for above mentioned details is attached here with.***

## **12.Format for Affidavit cum Declaration**

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*(Same should be on ₹1000 Non Judicial Stamp Paper / Franking and to be Notarized and signed by the authorized signatory)*

### UNDERTAKING

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

I \_\_\_\_\_ Aged \_\_\_ having permanent residence at \_\_\_\_\_ solemnly affirm that I as \_\_\_\_\_ of the \_\_\_\_\_ bidder and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any mis-representation and wrong information

Solemnly Affirmed on this\_\_dayof \_\_\_\_\_

## Contract

The successful bidder shall be required to enter in this contract with Bihar State Tourism Development Corporation Ltd.

1. The Department agrees to enter in to a contract for the operation of Super Luxury Integral coaches .....(model offered) on revenue sharing basis from the Successful bidder for the period of 5 years extendable by two year, from the date of acceptance of the buses by the Committee at Patna.

2. Both the parties shall have to enter in to a formal agreement with regard to the operation of buses and all expenses related to this Agreement – like stamp paper fee applicable as per Government rules would be borne by the Successful bidder.

### **(B). BUS ITS SPECIFICATION & MAINTENANCE-**

1. These buses shall be New Model 2017, BS-IV (Chassis & Body – further chassis should not be older than the 6 months from the date of delivery of fully built bus), fitted with following fitment;-
  - Engine – Minimum 310 H.P.
  - Transmission – Manual Transmission or better.
  - Heater and Air Conditioning - Required.
  - LED (TV) Display – one inside the saloon with infotainment module(duly licensed)
  - Intelligent Transportation System equipment consisting 2 nos PIS boards, (one at front one at rear), Dash board camera, 2 no CCTV camera, NVR (optional at the discretion of Corporation)
  - CCTV recording up to 15 days as per relevant AIS-140, IS - standards updated from time to time.
  - USB Self closing type Mobile charging point for each row (2 seats) or better.
  - Individual adjustable AC vent and reading light at every seat.
  - Reclining Seats:- Minimum 41 passenger seats without calf.
  - Bottle Holder and Magazine Pouch.
  - Air suspension in front and rear with lifting or kneeling mechanism.
  - All Disc brakes.
  - Color scheme as per BSTDC scheme and logo.
  - Ice Box. (optional at the discretion of Corporation)

2. The Successful bidder shall deposit an amount of Rs. 100,000/- as performance guarantee security with the department in cash or in the form of encashable bank guarantee in the event of any default by the successful bidder. No interest shall be paid on this amount by BSTDCL.

3. The Successful bidder shall have to provide CCTV footage as and when required failing which the penalty as per Penalty clause will be imposed.

4. All expenditure running & maintenance including consumables, expenditure on fuel. Tyres, Batteries, spare parts, engine overhauling, Suspension etc. and running, major and minor repairs of the contracted buses during the period of the contract shall be the responsibility of the Successful bidder at their cost & risk.
5. The Successful bidder would be responsible for keeping the bus in operational condition and will maintain the same as per the Motor Vehicle Act – 1989 and Rules made there under or Notification issued by any Government Gazette in this regard from time to time. The Successful bidder will also be responsible to keep the bus clean and to maintain the seats, tool box, first aid box, fire extinguisher, Spare wheel and other equipment's, at their expenses. The authorized representative of the Department shall have a right to inspect the buses at any time.
6. The Successful bidder would be responsible to have a valid comprehensive Insurance cover covering passengers, baggage & bus against riot, flood, rain, earthquake, accident etc., valid fitness certificate, Pollution Check certificate duly issued by the appropriate Transport Authority at all times and comply with other state statutory requirement of state authority at all times. The expenditure on account in securing the fitness certificate, pollution checking certificate will be borne by the Successful bidder.
7. The Successful bidder shall have to provide the contracted buses within period mentioned in the Contract to the satisfaction of the inspecting authority, any individual or a committee, nominated by the Corporation as may be considered appropriate. If the Successful bidder fails to supply the buses in said period, the penalty as mentioned under Penalty clauses will be recovered for such delay days. In case of delay beyond 60 days, the Department will be at the liberty to cancel the agreement and forfeit the EMD/performance security.
8. During the period of the agreement the Successful bidder would not transfer or sell the bus. If the Successful bidder transfers the ownership of the Bus, without taking prior permission from the Department. In such a case the Department can terminate the agreement and forfeit performance security proportionally apart from other action.
9. The successful bidder has to provide all buses for 5 years (extendable by two years depending upon the good maintenance & condition of buses).

**(C). THE STAFF (DRIVER/CONDUCTOR/KHALASI)**

10. The staff of the Bus shall be treated as the employee of the Successful bidder. They will under no circumstances be considered to be employees of the Department. The driver should always possess a valid driving license under the Motor Vehicle Act – 1988.
11. The Successful bidder shall ensure that at all the time the Driver carries the requisite valid driving license, route permit, valid pollution certificate and insurance. The Driving license should be valid to drive a Heavy Public Transport Vehicle. The driver so deployed on the designated buses should also be trained at the cost of successful bidder. (should possess pass certificate from driver's training centre). The Successful bidder under no circumstances shall permit any other person in place of the authorized / trained driver to drive the bus under the contract. If at any stage it is found that any of the above said condition is being violated, the Department shall levy penalty as per the penalty clauses on the Successful bidder.

12. The Driver of the Bus under contract shall carefully drive the Bus. He shall stop the Bus for alighting and boarding of passenger at every stop & specified places.

13. The staff of the bus shall not take anything causing intoxication before or during the course of driving. If the staff is found doing so, then the total responsibility shall be of the Successful bidder. If at any stage it is found that this condition is being violated, the Department may levy penalty as per penalty clauses, with further understanding that the Successful bidder shall remove the driver from his roll with immediate effect.

14. The Successful bidder at the time of appointing the staff must ensure that the staff so appointed is not the terminated staff of the Department or any other STU and shall also have to obtain a satisfactory character certificate for them from the Police Authority. The driver selected by the Successful bidder to drive the contracted buses shall have to undergo medical examination at the time of his first selection. The cost of such medical examination shall be borne by the Successful bidder. The Successful bidder shall provide all the said documents to the authorized representative of the Department.

15. The staff deputed by the Successful bidder would have to follow all the orders / directions, so issued by the Department or its authorized representative from time to time for operation of the bus and the Successful bidder along with his staff would be under an obligation to know such orders / directions, so that no default of such directions may take place on part of the Successful bidder. In case of repetitive default, in making compliance of the order / directions, so issued by the Department, on advice of the Department, the Successful bidder shall have to remove the driver from his roll. Such staff cannot be re-employed by the Successful bidder.

16. In case the staff is involved and attached to any illegal offence, which may initiate any legal action, in that case the Department would further have a right to direct Successful bidder to remove the staff from his roll along with imposing penalty as per penalty clauses or even keeping in view gravity of the case may consider cancelling the Agreement and forfeit the performance security.

17. The successful bidder shall be responsible for the compliance of the provision of all the labour laws in respect of the staff deployed by him.

#### **OPERATIONAL RESPONSIBILITIES**

18. The buses shall be plied on scheduled route as decided by the Department. The scheduled time of the bus can be changed under intimation to the Successful bidder and the Successful bidder shall have to follow such instructions. The Successful bidder during the period of the contract will not ply the bus on any other route without the written permission of the Department.

19. The Successful bidder would be responsible to make its bus available half an hour before the schedule departure time at the schedule place / bus stand from which the bus is to be operated for passengers. In case of default in providing the bus before half an hour as mentioned above, penalty as per penalty clauses will be imposed on the successful bidder. In case bus is arranged up to 10 minutes after the scheduled departure time, it would be sole discretion of the Department, to send the bus on schedule trip, charging penalty as per penalty clauses or can cancel the Trip / schedule. If the bus is on its return trip and arrives late on its coming schedule due to any unforeseen reason which are beyond the control of the Successful bidder – like traffic jam etc, for which certificate / verification on driver's log-sheet from the conductor and trip report may be submitted.

20. To facilitate the Successful bidder in providing timely buses, parking facilities may be provided by the Department at its own sites only if possible where buses can be brought up to two hours before schedule time of departure.
21. It will be the sole responsibility of the successful bidder to ensure that the total sale proceeds are accounted for and brought on record. In the event that any misreporting or mal practice is noticed the penalties shall be imposed and may result in to forfeiture of performance/security deposits and cancellation of the contract. The Conductor shall be under instruction to submit the way bill on completion of each journey as per prescribed format.
22. The successful Bidder shall ensure that there is no unethical practice during the conduct of the buses. The deputed staff shall ensure that all the passengers have been given valid tickets and have been duly accounted for in their way bill.
23. In case of any malpractice found during instant checking or otherwise penalty shall be imposed as per the relevant penalty clause.
24. If during operation of the bus air conditioning unit or heating fails then the air conditioning charges (30% of the fares applicable) should be returned to the Passengers (and receipt obtained). If from the starting station Air Conditioning unit or the heaters are out of order then the bus will not be taken into operation and if the Successful bidder fails to provide suitable replacement before schedule time of bus it will be treated to be absent from operation and the penalty as per penalty clauses will be imposed on the Successful bidder.
25. In case of break-down of the bus en-route, the Successful bidder should make best efforts to make the passengers comfortable and help them in reaching the destination by alternative means at his risk and cost. In case of any claim raised by any passenger and finally passed by any court of law, towards the incomplete journey, same will be at the cost and risk of the Successful bidder.
26. The Department, by giving advance notice of two days, to the Successful bidder, can change the schedule / route or their timing of any particular bus. In that eventualities, the Successful bidder will have to follow such instruction, and in case of default by the Successful bidder to follow such instruction / directions, the Department will have right to stop the operation of the Bus and successful bidder shall not claim any charges on that account. In case of exigency advance notice period may get reduced to 4 hours.
27. Except for sending the vehicle to the garage for maintenance, the Successful bidder without written permission of the Department will not use the contracted bus for any other purpose and if the bus is found to be put to unauthorized commercial use the Department will have the right either levy penalty as per penalty clauses or even terminate the agreement of that particular bus and forfeit performance security proportionally.

#### **LEAVE & PENALTIES ON ABSENT-**

28. In Case of failure to provide replacement by another suitable bus except leave (without penalty), the Successful bidder would be liable to pay penalty as per penalty clauses.
29. If the Successful bidder fails to provide the contracted bus or its replacement continuously for the period of 15 days for operation, without any justification the Department shall be free to terminate the contract without assigning any reason or issuing any notice along with forfeiture of performance security.

**Leave (without penalty) shall be granted as follows:-**

30. a) @ of one day per bus in a month for the purpose of routine repair & maintenance.
- b) @ of three days per bus in a year (over & above one day) for the purpose of heavy repair & minor accident.
- c) In case of major & fatal accident (major & fatal accident mean as per definition prevailing in office of the first Party), ten days leave for individual accidental vehicle can be granted in first phase, however, this period can be extended suitably on recommendation of the inspecting committee so constituted by the Corporation to inspect the accidental bus.

However, in all cases, before removing the contracted bus from the operation, this Second Party would have to inform the concerned General Manager, in advance over telephone followed by in writing. During the period for which the contracted bus will remain un-operational, the Second Party shall make all possible efforts to provide suitable replacement.

**TAXES & LEVIES-**

31. The successful bidder will pay all taxes which are levied on the bus i.e. Annual road tax or fee for registration/fitness of bus year to year buses chargeable in the state of Bihar, insurance any other taxes applicable on the operation of bus i.e. Permit Fee, Bus parking Fee, passenger tax, Toll Tax, entertainment tax which would be payable for such an operation.
32. The contractor must pay its due tax liabilities including Income tax as per rules. A copy of the final accounts duly audited by Chartered Accountant must be submitted to the Department within a week of its submission to the statutory authorities.
33. GST on any charges, if applicable & paid by the successful bidder/contractor will be the responsibility of the contractor.
34. All payment shall be settled on Fortnightly basis in the office of the Corporation. Failing such settlement interest @18% shall be levied.

**PERFORMANCE SECURITY**

35. In case of delay in submission of performance security the Department shall, without prejudice to other remedies under the contract, levy/deduct penalty as per penalty clauses out of the EMD for delay of each week or part thereof up to 45 days. In case of non-submission of the performance security within 45 days, the entire amount of EMD may stand forfeited and Letter of Bid Acceptance stand cancelled.
36. In case of delay in delivery of buses or extension of contract by one more year the validity of the performance security will be increased accordingly to accommodate delay period or extension period as the case may be.
37. The Department shall be entitled and it shall be lawful on its part to forfeit the amount of the Performance security in whole or in part in the event of any default, failure or neglect on the part of the Contractor/Bidder in the fulfilment or performance in any manner whatsoever of the contract under reference or any other contract with the Department or any part thereof to the satisfaction of the Department.



## LIQUIDATED DAMAGES

38. If the Successful bidder fails to supply the buses in the period as mentioned pertaining to delivery of buses, the penalty as per penalty clauses shall be recovered for such delay days. In case of delay in delivery period for more that beyond 45 days, the Department will be at the liberty to cancel the agreement and forfeit the performance security.

## TERMINATION FOR DEFAULT

39. The Department may, without prejudice to any other remedy for any breach of any terms /condition of the contract, by written notice of default of **30 days** sent to the Contractor/Bidder, terminate the contract in whole or in part:

- a. If the Contractor/Bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule(s) or operate the bus as specified in the contract, or any extension thereof granted by the Department.
- b. If the Contractor/Bidder fails to perform any other obligation (s) under the contract.
- c. The Bidder will be liable to be blacklisted in the following types of situations:-
  - i) Dishonest/fraudulent/unethical practices are indulged in by the party/ Bidder.
  - ii) Advancing a claim on the basis of forged documents.
  - iii) Sale or supply of spurious items and compromising public safety.
  - iv) Engaging in activities tantamounting to conflict of interest
  - v) Material concealment/suppression of facts or gross misrepresentation of facts.
  - vi) Any other case or situation involving national security.

## FORCE MAJEURE

1. For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.

3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor/Bidder for not performing his obligations under this clause/contract

4 Any waiver/extension of time in respect of commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.

5 If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

6 The Contractor/Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

### **DELIVERY**

1. If the Contractor fails to provide the buses within contracted delivery period of 45 days, the Department shall take actions as per Conditions of Contract.

2. The Department shall not be liable to render assistance to the Contractor/bidder in securing or in arranging or providing transport for the ordered Buses.

3. The Contractor/Bidder shall give call for pre-dispatch inspection of the before ten days from the estimated date of dispatch, failing which Department shall not be liable for delay in inspection and supplies of buses. The inspection shall be carried out preferably at Patna however, if operator has any problem to do the same in Patna, BSTDC team may visit the given location by the operator.

4. The time allowed for and the date specified in the contract or as extended, for the delivery & commissioning of the buses shall be the essence of the contract and delivery must be completed no later than the date (s) so specified or extended.

5. The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspecting Officer or such other Officer as may be nominated by the Department for the purpose of ascertaining the progress of the deliveries under the contract.

6. A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of buses, the Department at its discretion may take any one or all of the following actions :

- a) Terminate the Contract, and/or
- b) Forfeit the Performance Guarantee: and/or
- c) Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.

If at any time during performance of the Contract, the Contractor/Bidder should encounter conditions beyond his control impeding timely delivery of the buses, the Contractor/Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Department may evaluate the situation and may, at his discretion, extend the Contractor's time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract. The extension so granted if any, shall not levy any penalty as specified in the aforesaid clauses.

## **LAWS GOVERNING THE CONTRACT**

Irrespective of the place of delivery, area of operation and the place of payment under the contract, the contract shall be deemed to have been made in Patna from where the 'Letter of Bid Acceptance' of the bid has been issued and where the contract is to be performed.

## **SETTLEMENT OF DISPUTE AND ARBITRATION-**

### **Amicable Resolution**

(a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth in **sub-clause (b)** below.

(b) Either Party may require the Dispute to be referred to PrincipalSecretary/Secretary Tourism, Govt of Bihar, Patna for amicable settlement. Upon such reference, both the Parties and the PrincipalSecretary/Secretary Tourism or his nominee (who can be an employee of BSTDC dealing with the Contract or otherwise) shall meet at the earliest mutual convenient and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

### **Arbitration-**

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by referenced to arbitration and such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

(b) **Place of Arbitration**

The place of arbitration shall be Patna.

(c) **Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the

Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

### **Performance during Arbitration**

Pending the submission of and / or decision on a dispute difference or claim or

until the arbitral award is published the parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

## **SECRECY**

Any information obtained in the course of the execution of the contract by the Contractor/Bidder, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

Any breach of the aforesaid conditions shall entitle the Department to cancel the contract and to plying the buses on the routes or authorize the hiring of the buses at the risk and cost of the Contractor/Bidder, as applicable.

#### **INSPECTION OF BUSES**

Department or representative(s) authorized by the Department shall carry out inspection of buses on receipt of the buses at place of delivery : -

For any Deficiency noted by the Department, the successful bidder shall initiate immediate remedial actions for the same as advised by the Department. The Department or Representative of the Department shall not be entitled to suggest changes or modifications which are not part of the mutually agreed bus specifications.

#### **REMOVAL OF REJECTED BUSES**

On rejection of any bus, during the inspection or assessment of performance during testing and commissioning at a place other than the premises of the Contractor/Bidder, such buses shall be removed by the Contractor/Bidder at his own cost within two weeks from the date of intimation of such rejection.

## PENALTY CLAUSES

An opportunity of explanation shall be given before imposing of Penalty as per Penalty Clauses mentioned below:-

SI	Description	Penalty /Other Actions
1.	Shoddy work due to inferior quality of workmanship in cleaning of bus /Improper washing affecting the appearance of the bus/poor upkeep of upholstery.	Rs 1000/- for each Incident
2.	Non-wearing of prescribed uniform by staff	Rs 1000/- per incident
3.	Not holding Driving Licence at the time of driving of bus	Rs 1000/- per incident
4.	Non holding of valid Pollution Certificate	Rs 1000/- per incident
5.	Non holding of valid route permit or Insurance cover	Rs 1000/- per incident
6.	Any driver other than authorized by the Department found to be driving the bus	Rs 5000/- per incident
7.	Driver found taking intoxication or under influence of intoxication before or during the course of driving.	Rs 20,000/- per incident
8	Terminated driver by Department or any other STU found driving the bus	Rs 10,000/- per incident
9	Driver found involved in serious offence such as Narcotics/drugsconsumption etc	Rs 50,000/- per incident
10	Passenger found without ticket	Double the amount of Default
11	Cancellation of complete schedule due to non-availability of the bus or failure to provide replacement	Rs 20,000/- per incident
12	Non working of Air-conditioning or Heating system in bus by maintaining temperature of 22o c+- 1 degrees	Rs 10,000/- per incident
13	Unauthorized commercial use of bus.	Rs 1,00,000/- per incident
14	Delay in submission of performance security up to 45 days	Rs 5,000 per day
15	In case of delay in supply of buses.	Rs 10,000 per day per bus
16	Non working of USB Charger for each row of seat.	Rs 500/per charging point
17	Non working of LED (TV) in saloon area	Rs 1000/- per incident
18	Repeated breakdown of the buses for the similar defect (breakdown occurring twice in a week for particular bus)	Rs 10,000/-
19	Non working of Reading light for individual seat or Individual A.C. Vent or bottle holder or Magazine pouch or seats not reclining	Rs 500/- per seat per incident.
20	Non submission of the way Bill by the conductor immediately on completion of journey.	Rs. 5,000/- per incident