MIRA BHAINDAR MUNICIPAL CORPORATION TRANSPORT UNDERTAKING

Competitive Bidding under Single Stage Bidding Process for

Selection of Operator for City Bus Operations in Mira Bhaindar Municipal Corporation

on

Public Private Partnership (PPP) Basis

Volume I

Request for Proposal

OCTOBER - 2026

GLOSSARY

Associate	As defined in Clause 3.2.1 (b)
Authority	As defined in Clause 2.1.1
Bank Guarantee	As defined in Clause 3.1.10
Bids	As defined in Disclaimer
Bid Due Date	As defined in Clause 2.1.6
Bid Security	As defined in Clause 2.2.7
Bidder	As defined in Clause 2.1.1
Bidding Documents	As defined in Clause 2.1.6
Bidding Process	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 3.2.1(a)
Consortium	As defined in Clause 3.1.1
Consortium Member	As defined in Clause 3.1.1 (b)
Contract	As defined in Clause 2.1.1
Damages	As defined in Clause 3.2.1 (a)
Demand Draft	As defined in Clause 2.2.1
Estimated Project Cost	As defined in Clause 2.1.4
Financial Capacity	As defined in Clause 3.2.2 B
Jt. Bidding Agreement	As defined in Clause 3.2.4 (g)
Lead Member	As defined in Clause 3.2.4 (c)
LOA	Letter of Award

Lowest Bidder	As defined in Clause 2.2.8
Member	Member of Consortium
Net Worth	As defined in Clause3.2.2B
Operator	As defined in Clause 2.1.2
Operations and Maintenance Fee (O&M Fee)	As defined in Clause 2.2.8
Project	As defined in Clause 2.1.1
PPP	Public Private Partnership
RFP	As defined in Disclaimer
Re. or Rs. Or INR	Indian Rupee
SPV	As defined in Clause 3.2.2
Selected Bidder	As defined in Clause 4.1.6
Subject Person	As defined in Clause 3.2.1 (a) (i)
Technical Capacity	As defined in Clause 3.2.2(A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers (the **"Bids")** pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents and associated documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the

right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever and the decision of the Authority shall be binding on all or any of the Bidder(s).

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Notice Inviting Re-Tender

Mira Bhaindar Municipal Corporation Transport Undertaking

The Mira Bhaindar Municipal Corporation Transport Undertaking intends to provide Bus Service in the Bus Service Area/ improve the Bus Service being presently provided in the Bus Service Area through Gross cost contract basis, and has decided to carry out a competitive bidding process for selection of an entity as the bidder to whom the Project may be awarded.

The Operator shall be responsible for, Operation and Maintenance of Buses, Bus Depot and/or Parking Space (if any) and providing Bus Service in the areas/ routes within the Bus Service Area.

The Authority invites proposals for **"Selection of Operator for Operation and Maintenance of Buses, Bus Depot and/or Parking Space and providing Bus Service in Mira Bhaindar Municipal Corporation Transport Undertaking On PPP Basis (**Gross cost contract basis**).**

The RFP and Draft Contract can be download from website **https://mahatenders.gov.in** . The cost of RFP Document including the Draft Contract is INR 35400/- (Thirty five Thousand Four Hundred Only) to be paid online through e-tending website. The cost of RFP document to be paid online only. The detailed schedule of Bidding Process is as follows –

Sr.	Event Description	Date& Time
1.	Date of Commencement downloading of bid	22/10/2026 at 5.00 pm Onwards
2.	Bid Submission Start date	13/11/2026 from 5.00 pm Onwards
3.	Bid Due Date	16/11/2026 till 03:00 pm
4.	Opening of Technical Bid	16/11/2026 at 11:00 am

Contact for any clarifications

Additional Commissioner & Transport Manager
Mira Bhaindar Municipal Corporation Transport Undertaking
First Floor, Late Indira Gandhi Bhavan, Chhatrapati Shivaji Marg,
Bhaindar (W) Tal Dist., Thane – 401101
Email – transport@mbmc.gov.in , Phone - 022-28193087

1 DATASHEET

Serial No.	Information to Bidders
1.	Name of the Client: **Mira Bhaindar Municipal Corporation Transport Undertaking** Name of the Assignment: "Selection of Operator for City Bus Private Operation in **MiraBhaindarMunicipal Corporation Transport Undertaking**: [PPP Basis]" The broad scope of work to be carried out by the selected Bidder is mentioned in Section 2 of the RFP.
2.	Financial Bid to be submitted together with Technical Bid: **Yes**
3.	Bids must remain valid for 180 days from the submission date.
4.	The Bid Security in the prescribed format for the amount specified as under: [equivalent to 1% (one percent) of the Estimated Project Cost]
5.	Consortium for this assignment are permitted
6.	The bidder shall quote Operations and Maintenance Fee (the "Operations and Maintenance Fee" or "**O&M Fee**") required by a Bidder for implementing the Project. The Contract Period is pre-determined and as indicated in the Draft Contract. The O&M Fee shall constitute the sole criteria for evaluation of Financial Bids.
7.	Amounts payable by the **Mira Bhaindar Municipal Corporation Transport Undertaking** to the Operator under the Contract shall be subjected to local taxes, if any. The **Mira Bhaindar Municipal Corporation Transport Undertaking** will pay GST, at prevailing rates as applicable from time to time.
8.	Bids must be submitted no later than the following date and time: 17/08/2026 upto 3.00 pm.
9.	**Eligibility Criteria:** As mentioned in Section 3

Serial No.	Information to Bidders
10.	**Evaluation Criteria:** Technical Bids shall be evaluated on the basis of the criteria provided in Section 3 of the RFP.
11.	**Method of selection:** The Project will be awarded to the Bidder quoting the lowest O&M Fee.

2 INTRODUCTION

2.1 Background

2.1.1 The **Mira Bhaindar Municipal Corporation Transport Undertaking** (the "**Authority**") has the function to provide Bus Service within the area under its jurisdiction in the city of **Mira Bhaindar** in the State of **Maharashtra** and as a part of this endeavour, the Authority intends to provide Bus Service in the Bus Service Area/ improve/supplement the Bus Service being presently provided in the Bus Service Area through private sector participation on Public-Private Partnership (the "**PPP**") basis, and has accordingly decided to carry out the bidding process for selection of an entity/bidder as the operator to whom the Project may be awarded. The operator shall be responsible for, Operation and Maintenance of Buses, Bus Depot and/or Parking Space (if any) and providing Bus Service in the areas/ routes within the Bus Service Area (the "**Project**"). Brief particulars of the Project are as follows:

Table A: Project Particulars

<table>
<tr><th>Sl.</th><th>Factor</th><th>Description</th></tr>
<tr><td>1</td><td>Name of the Project</td><td>Selection of Operator for City Bus Operations in Mira Bhaindar Municipal Corporation on PPP Basis</td></tr>
<tr><td>2</td><td>Number and category of Buses</td><td>Total nos. of buses 74
<table><tr><th>S.N.</th><th>Category of buses</th><th>No. of Buses</th><th>Remarks</th></tr><tr><td>1.</td><td>Midi Buses</td><td>10</td><td>Operational</td></tr><tr><td>2.</td><td>Volvo</td><td>05</td><td>Operational</td></tr><tr><td>3.</td><td>Standard</td><td>59</td><td>Operational</td></tr><tr><td colspan="2">Total</td><td>74</td><td>Operational</td></tr></table></td></tr>
<tr><td>3</td><td>Estimated Project Cost (in INR crore)</td><td>46.00 Cr. (Approx.)
(For First Year)</td></tr>
<tr><td>4</td><td>Duration of Contract (Years)</td><td>03 years</td></tr>
<tr><td>5</td><td>Area of service</td><td>Urban and Sub-urban area of Mira Bhaindar, Thane Dist and Mumbai</td></tr>
</table>

The Authority intends to select the suitable Bidder (the "**Bidder**") who will be eligible to undertake the project in accordance with the procedure set out herein.

2.1.2 The Selected Bidder, a company registered under Companies Act, 1956/2013, shall promote and incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 prior to execution of the Contract (the "**Operator**") who shall be responsible for undertaking the Project under and in accordance with the provisions of a contract (the "**Contract**") to be entered into between the Operator and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

2.1.3 The detailed scope of work[1]will broadly include to:

a) Provide Bus Service within the Bus Service Area (i.e. in the areas and/ or routes in the city), as specified in the Contract;

b) Operate the Buses in compliance with the frequency schedule specified by the Authority from time to time and as specified in the Fleet Deployment Plan (Refer to Schedule IX of Draft Contract);

c) "Intentionally left blank"

d) Provide Driver for each Bus, as per the Fleet Procurement Schedule;

e) Left Blank

f) Operate and maintain Buses according to the Operation and Maintenance Standards (Refer Schedule XIV of Draft Contract);

g) Maintain Bus Depot and Parking Space, if any, handed over for the purposes of rendering Bus Services in the Bus Service Area;

h) Supply and maintain adequate consumables as required for regular upkeep of Buses;

i) Provide appropriate space on the outside and inside of the Buses for the display of non – motion advertisements, and collect and appropriate revenue from the same;

j) Observe highest standards of safety for the Buses and the passengers during the Operation Period including in respect of Operator's own staff and personnel;

k) Maintain a detailed daily log of performance of each Bus;

l) Redress passenger complaints and issues;

m) Maintain LED display system and all other ITS system (Camera, OBU, SCU etc.) fitted on Buses, if any;

n) Procure all Applicable Permits, as required in conformity with Schedule III of the Draft Contract;

o) Ensure Assured Fleet Availability as per the Draft Contract;

p) Submit to Authority, monthly reports in formats as required by the Authority.

q) To pay all Taxes, RTO taxes, Route permit charges, Toll tax and Insurance charges and all other taxes involved in operation of buses

[1] For detailed scope of work, refer to Annexure I of Volume II - Draft Model Contract for City Bus Private Operation

2.1.4 The estimated cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 2.1.1above. The assessment of actual costs, however, will have to be made by the Bidders.

2.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Contract or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

2.1.6 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"),and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause2.3 for submission of Bids (the **"Bid Due Date**").

2.2 **Brief description of Bidding Process**

2.2.1 The Authority has adopted a single-stage three envelopes process (referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The Bidder shall pay to the Authority a sum of **INR 35400/- (Thirty five Thousand Four Hundred Only)** as the cost of the RFP process by way of Demand Draft (the "**Demand Draft**") in favour of the Authority along with the Bid.

Government of India has issued guidelines (see **Appendix XI**) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Appendix I**.

2.2.2 In this process, there will not be a separate pre-qualification phase and the interested parties are required to submit only one Bid. The Bid is to be submitted in three parts, viz.:

Part 1: Test for Responsiveness

Part 2: Technical Bid

Part 3: Financial Bid

The evaluation of the Bids shall be carried out in three stages. The first stage would involve a test for responsiveness (Part 1). Those bids found to be responsive would be evaluated for the next stage: Qualification Stage. In the Qualification Stage, the Technical Bid (Part 2) comprising information of the parties on their technical and financial capability for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the minimum threshold technical and financial capabilities as set out in the

RFP for the Project would be shortlisted/ qualified and their Financial Bid (Part 3) would be opened for selecting the successful Bidder. On the basis of this evaluation process, Authority will issue a Letter of Award (the "**LOA**") to the Selected Bidder.

2.2.3 All Bidders are required to submit the Bid in accordance with the guidelines set forth in this RFP. In order to promote consistency among Bids and minimise potential misunderstandings regarding how Bidders' Bids will be interpreted by the Authority, the format in which Bidders will specify the fundamental aspects of their Bids has been broadly outlined in this RFP.

2.2.4 The Bids,submitted by the Bidder, shall be valid for a period of not less than 180 days from the date specified in Clause 2.3for submission of bids (the "**Bid Due Date**").

2.2.5 **Extension of Bid Validity Period**

a) In exceptional circumstances, if required, the Authority may request for one or more extensions of the Bid Validity Period to the Bidders. Such request to the Bidder (s) shall be made in writing prior to expiration of the Bid Validity Period. If any Bidder does not agree to the extension, it may withdraw its Bid without inviting action of forfeiture of its Bid Security by giving notice in writing to Authority of its decision prior to the expiration of the Bid Validity Period. The Bidder shall provide in writing its willingness to extend the Bid Validity Period as may be mutually agreed between the Authority and the Bidder from time to time.

b) The Bid Validity Period of the selected Bidder shall be automatically extended till the date on which the Contract is executed and comes into force.

c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

2.2.6 The Bidding Documents include this RFP and Draft Contract for the Project which is enclosed. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.

2.2.7 **BID SECURITY**

(a) The bidder shall furnish as part of its Bid, a separate Bid Security for Captioned work of amount INR 46.00 Lakhs /- (Forty Six Lakhs) (the "Bid Security") in form of online payment/ NEFT which is for amount equivalent refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract. The Bid Security shall be paid by the Bidder online through e-tendering website.

(b) Any bid not accompanied with valid Bid Security in the acceptable amount and form as specified above will be summarily rejected by the Authority as being non-responsive and bids of such Bidder shall not be evaluated further.

(c) The Authority shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free. The bid security shall be finished in Indian Rupees only.

(d) The Bid Security of unsuccessful Bidders will be returned by the Authority, without any Interest, a promptly as possible on acceptance of the Bid of the Preferred Bidder or when the Authority cancels the Bidding Process. Bidders may by specific instructions in writing to the Authority give the name and address of the person in

whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

(e) The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof.

(f) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.2.7 (g) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

(g) The Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause-5 of this RFP;

ii. If a Bidder withdraws its Bid during the period of Bid validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

iii. In the case of Successful Bidder, if it fails within the specified time limit –

1) to sign and return the duplicate copy of LOA
2) to sign the Agreement within the time period specified by the Authority
3) to furnish the Performance Security within the period prescribed therefore in the Bus Operator Agreement; or

In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.2.8 Bids are invited for the Project on the basis of the Operations and Maintenance Fee (the "**Operations and Maintenance Fee**" or "**O&M Fee**") required by a Bidder for implementing the Project. The Contract Period is pre-determined, as indicated in the Draft Contract. The O&M Fee shall constitute the sole criteria for evaluation of Financial Bids. The Project will be awarded to the Bidder quoting the lowest O&M Fee.

In this RFP, the term Lowest Bidder shall mean the Bidder who is offering the lowest O&M Fee.

2.2.9 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clauses4.1.6.1& 4.1.6.2of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such [Lowest Bidder] withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its sole discretion, reject the bids and invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

2.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail mbmctransport@gmail.com or transport@mbmc.gov.in in word format.

"Queries/ Request for Additional Information: RFP for "**Selection of Operator for City Bus Private Operations in Mira Bhaindar Municipal Corporation: [PPP Basis]**"

2.2.11 Capitalized terms used in this RFP but not defined herein shall have the meaning ascribed to such terms in the Draft Contract.

2.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl.	Event Description	Date
1.	Date of commencement of downloading of bid	22/10/2026 at 5.00 pm Onwards
2.	Bid Submission Start date	13/11/2026 from 5.00 pm Onwards
3.	Bid Due Date	16/11/2026 till 03:00 pm
4.	Opening of Technical Bid	16/11/2026 at 11:00 am
5.	Opening of Financial Bid	To be notified
6.	Letter of Award (LOA)	Will be notified
7.	Validity of Bids	180 days of Bid Due Date
8.	Signing of Contract	[Within 30 days of award of LOA]
9.	e-Tender website	https://mahatenders.gov.in
10	Email Id	transport@mbmc.gov.in

3 INSTRUCTIONS TO BIDDERS

A. General

3.1 Scope of the Bids

3.1.1 The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. A Bidder bidding individually or as a member of a Consortium (the "**Consortium Member**") shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. The term Bidder used herein would apply to both a single entity and a Consortium.

3.1.2 To be eligible for consideration under this RFP, the Bidder shall be a company registered under the Companies Act, 1956/2013 or more than one company with a formal intent to enter into an agreement or under Partnership firm registered under partnership Act/ Proprietorship an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.2.2 below.

3.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Contract.

3.1.4 Any condition or criteria or any other stipulation contained in the Bid shall render the Bid liable to rejection.

3.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix II, authorizing the signatory of the Bid to commit the Bidder.

3.1.6 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix III[*].

3.1.7 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become, the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are required to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.1.7shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

3.1.8 This RFP is not transferable.

3.1.9 All numbers are to be provided in both numerical form and in words. If there is a discrepancy between the numbers written out in words and the numerical form, then the number expressed in words shall prevail.

3.1.10 The Bidder shall furnish as part of its Bid, as part of its Bid, a Bid Security as per clause 2.2.7.

3.1.11 By submitting its Bid, the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertakes to pay forthwith to the Authority the amount of Bid Security, as its primary obligation, without any demur, reservation, recourse, contest or protest if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder. Without

[*]In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the format at Appendix III. The Lead Member should submit a Power of Attorney as per the format at Appendix II, authorizing the signatory of the Bid. Other Members of the Consortium need not submit Power of Attorney as per the format at Appendix II, authorizing the signatory of the Bid.

prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract, or otherwise, the Authority shall also be entitled to forfeit and appropriate the Bid Security as damages *inter alia* in events specified herein below:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

c) In the case of Selected Bidder, if it fails, within the specified time limit, to sign and return the duplicate copy of LOA or to sign the Contract or to furnish the Performance Security within the period prescribed therefor in the LOA and the Contract; or after having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

3.2 **Eligibility of Bidders**

3.2.1 For determining the eligibility of Bidders, the following shall apply:

a. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's Bid(the "**Damages**"),without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract or otherwise. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof)and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is not more than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, mutual fund, qualified foreign institutional investor, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 3.2.1(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or

otherwise, the entire shareholding held by such controlled intermediary in any other person (**the "Subject Person")** shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

b. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Contract, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Contract, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification

apply where such adviser is engaged after a period of 6 (six) months from the COD of 1st Lot of Buses in terms of the Contract.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 3.2.1, shall include each Member of such Consortium.

For purposes of this RFP, Associate means ,in relation to the Bidder/consortium member (the "**Consortium Member**" or "**Member**"), a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or a corporation, the power to direct the management and policies of such person by operation of law.

3.2.2 To be eligible for opening of Financial Bid, a Bidder shall fulfil the following conditions of eligibility (the "**Eligibility Criteria"):**

SR No.	Eligibility / Pre-Qualification Criteria	Documents Required
1.	**Tender Form Fee** Rs.30,000/-+ GST Rs.5,400/-= Rs.35,400/-	Online Payment Receipt of Tender Form Fee
2.	**Earnest Money Deposit (EMD) / Bid Security -** Rs.46 Lakh.	Online Payment Receipt of Earnest Money Deposit (EMD)
3.	**Goods and Service Tax Registration**	Copy of valid GST Registration Certificate
4.	**PAN Card of company/ partnership firm/individual in the case may be.**	Copy of PAN Card
5.	**Legal Status** Bidder shall be a company registered under the Companies Act 2013 / Partnership firm under partnership Act / Proprietorship Firm under the Shops and Establishments Act (If Applicable) Consortium shall be permitted with maximum 3 members and shall submit a valid Consortium agreement.	1. Copy of Certificate of Incorporation under companies Act 2013. In case of company. Articles of Association (AOA) Memorandum of Association (MOA) 2. Copy of Partnership firm certificate under partnership Act in case of partnership firm 3. Copy of Certificate of shops and establishment Act in case of proprietary firm. 4. In case of Consortium, the Power of Attorney for Lead Member and Jt. Bidding Agreement required.

SR No.	Eligibility / Pre-Qualification Criteria	Documents Required
6.	**Work Experience** • The bidders should have experience of Bus operation and maintenance under a single contract or multiple contracts In a continuous period of 2 years during the last 07 years for Government / Semi-Government / ULB / Reputed Private Organization. • Bidder must have operated at least A. One work of Bus operation and maintenance at least 80% of total number of buses. i.e 60 Buses Or B. Two works of Bus operation and maintenance at least 50% of total number of buses i.e 37 Buses Or C. Three works of Bus operation and maintenance at least 40% of total number of buses. i.e 30 Buses	1. Copy of Work Order along with the Completion Certificate.(only work order not considered)
7.	**Turnover** • The Bidder shall have an average annual turnover of Rs. 23 cr. during the last 3 Financial years. (i.e.2023-24,2024-25,2025-26) • The Bidder shall have a positive Net Worth as per latest financial year. (i.e. 2025-26)	1. Net worth Certificate (C.A. certified) 2. Turnover certificate (C.A. certified) 3. Balance Sheet (C.A. certified)
8	Affidavit on stamp paper of Rs.500/- stating authenticity of the documents enclosed/ uploaded while submission of the tender to be enclosed in Envelope no.1 as per Annexure No.1	Tenderer to submit an affidavit of Rs.500/- for non submission of false documents.

SR No.	Eligibility / Pre-Qualification Criteria	Documents Required
9	The Bidder shall not be blacklisted in any other government/ Semi government/Corporation in last Five year. The Bidder organisation shall upload an undertaking	Submission of declaration letter by the tenderer regarding non-blacklisting on his letter head.
10	Provident Fund Registration Certificate.	The Certificate of registration under Employees Provident Fund Act.
11	Employees State Insurance Corporation Registration Certificate.	The Certificate of registration under Employees State Insurance Act.

3.2.3 **Associates**: In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clause3.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

3.2.4 Whether the Selected Bidder is a single entity or a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the "**SPV**") to execute the Contract and implement the Project. In case the Selected Bidder is a Consortium then it shall in addition to forming an SPV, comply with the following additional requirements:

a. Number of members in a consortium shall not exceed 3 (three);

b. the Bid should contain the information required for each member of the consortium;

c. members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format prescribed in this RFP, signed by all the other members of the Consortium[2].

d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and operation & maintenance obligations;

e. an individual Bidder cannot at the same time be member of a Consortium applying for selection. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for selection;

[2]In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the format at Appendix III. The Lead Member should submit a Power of Attorney as per the format at Appendix II, authorizing the signatory of the Bid. Other Members of the Consortium need not submit Power of Attorney as per the format at Appendix II, authorizing the signatory of the Bid.

f. the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

g. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the format at **Appendix IV** (the "**Jt. Bidding Agreement**"), for the purpose of submitting the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Contract and subsequently perform all the obligations of the Operator in terms of the Contract, in case the Project is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each member;

iii. commit the minimum equity stake to be held by each member;

iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to minimum 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, till the Expiry Date, hold equity share capital not less than: (i)26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Estimated Project Cost specified in the Contract;

v. members of the Consortium undertake that they shall collectively themselves or together with their Associates hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the Expiry Date;

vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project; and

h. except as provided under the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

i. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member of a Consortium or an Associate whose Technical Capacity and/ or Financial Capacity is taken into consideration for the purposes of evaluation, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be.

3.2.5 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

3.2.6 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

3.2.7 The following conditions shall be adhered to while submitting a Bid:

a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

c. in responding to the selection submissions, Bidders should demonstrate their capabilities in accordance with Clause mentioned in this document; and

d. in case the Bidder is a Consortium, each Member should substantially satisfy the selection requirements to the extent specified herein.

3.3 **Change in composition of the Consortium**

3.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Bid Process.

3.3.2 Not with standing anything to the contrary contained in Clause 3.3.1, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. Provided however, pursuant to removal of such Member, the Consortium should continue to fulfil the eligibility criteria as stipulated in this RFP Document.

3.4 **Number of Bids and costs thereof**

3.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

3.4.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.5 **Site visit and verification of information**

Bidder are encouraged to submit their respective bids after visiting the Project site and ascertaining for themselves the ridership, traffic and road conditions, availability of power, water and other utilities at the Bus Depot, applicable laws and regulations, and any other matter considered relevant by them, at their own cost.

3.6 **Acknowledgement by Bidder**

3.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

a. made a complete and careful examination of the RFP;

b. received all relevant information requested from the Authority;

c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.5above; and

d. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.7 **Right to accept or reject any or all Bids**

3.7.1 Not with standing anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.7.2 The Authority reserves the right to reject any Bid if:

a. at any time, a material misrepresentation is made or uncovered, or

b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and "Lowest Bidder" shall be retained gets disqualified/ rejected, then the Authority reserves the right to:

i. invite the remaining Bidders to match the Lowest Bidder submit their Bids in accordance with Clauses 4.1.8 and4.1.7of the RFP; or

ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.7.3 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the selection criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into the Contract, and if the Bidder/SPV has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or

remedy which the Authority may have under this RFP, the Bidding Documents, the Contract or under Applicable Law. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

3.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B DOCUMENTS

3.8 Contents of the Bidding Documents

The Bidding Documents consists of two separate documents as listed below and would include any Addenda issued in accordance with Clause 3.10.

VOLUME I	Request for Proposal along with all Appendices
VOLUME II	Draft Contract and Schedules

3.9 Clarifications

3.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 2.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 05 (Five) days prior to the Bid Due Date. The responses will be sent by fax and/or e-mail. The Authority will publish all the queries and its responses there to on its website.

3.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 3.9.2shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

3.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

3.10 Amendment of RFP

3.10.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP by the issuance of Addenda.

3.10.2 Any Addendum thus issued will be published on Authority’s website.

3.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C PREPARATION AND SUBMISSION OF BID

3.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.12 Format and signing of Bid

3.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

3.12.2 The Bidder shall submit (1) Technical Bid and (2) Price online through the website **https://mahatenders.gov.in**. The Bids of the Bidder submitting its Price Bid in Physical format and not submitted on the website specified above shall be summarily rejected.

3.12.3 The Technical Bid shall comprise the forms/ documents specified in clause 3.14 below. All such forms/ documents shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. After filling up the forms and signed documents shall be scanned and uploaded on the website **https://mahatenders.gov.in**. The Bidders shall also fill up the forms for Technical Bid as per the instruction provided on above website.

The price Bid as per format provided in **Appendix IX** shall also be fill up online on any one website specified above.

The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:

(1) by the proprietor, in case Bidder is a proprietary firm; or

(2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm

(3) by a duly authorized signatory of Lead Member holding the power of Attorney, in case Bidder is a consortium.

In case of the Bidder being Company incorporated under Indian Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

All prices and other information having a bearing on Price shall be written both in

figures and words. In case of discrepancy, price given in words shall be considered.

3.13 **Intentionally left Blank**

3.14 **Contents of the Bid**

The Bidders shall submit the bid in two parts as follows. All parts have to be submitted online only.

3.14.1 **Technical Bid : Test of Responsiveness: It shall consist of:**

(i) Letter comprising the application for Qualification of Bid (**Appendix I**) along with Annexes;

(ii) Power of Attorney for signing the Bid as per the format at **Appendix II**;

(iii) In case of Consortium, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix III**;

(iv) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix IV**;

(v) Bid Security**;**

(vi) Copy of Memorandum and Articles of Association of the Bidder;

(vii) Copy of authority letter/Board Resolution, authorizing the Authorized Signatory to sign the Bid; and

(viii) Cost of Bidding Documents or proof of payment thereof, in case already paid;

(ix) Submission of declaration letter by the tenderer regarding non-blacklisting on his letter head.

3.14.2 **Technical Bid: In addition to 3.14.1 above, the Technical Bid shall consist of:**

(i) Technical Capacity of the Bidder in the prescribed format (**Appendix VI**) along with requisite documents as specified;

(ii) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding 5 (Five) years along with a certificate from the statutory auditor specifying the net worth of the Bidder at the close of the preceding financial year;

(iii) Financial Capacity of the Bidder in the prescribed format (**Appendix VIII**) along with requisite documents as specified; and

3.14.3 **Financial Bid: The Financial Bid shall consist of:**

(i) The Financial Bid in the prescribed format (**Appendix IX**)

3.15 **Bid Due Date**

3.15.1 Bids should be submitted before **03:00 pm** on the Bid Due Date, as per provided in Clause 2.3.

3.15.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.10 uniformly for all Bidders.

3.16 **Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.17 **Modifications/ substitution/ withdrawal of Bids**

3.17.1 Bidder shall not be allowed to modify any part of its Bid after the Bid submission.

3.17.2 In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of Due Date for Submission of Bids and Time.

3.17.3 The Bidder may modify, substitute or withdraw its Bid after submission online on both the E-Tendering websites prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date and Time.

3.17.4 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.18 **Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

3.19 **Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

4 OPENING AND EVALUATION OF BIDS

4.1 Opening and Evaluation of Bids

4.1.1 The Authority shall open the Bids on 09-11-2026 at 03:30 pm.

4.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 3.17shall not be opened.

4.1.3 The Bids received would be subject to a prima-facie check for responsiveness followed by a step-wise evaluation procedure as described below.

4.1.4 **STEP 1: Responsiveness of Bid**

As the first step (the "**Test of Responsiveness**") shall be evaluated. Prior to detailed evaluation, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a. it is received by the **Bid Due Date** including any extension thereof pursuant to Clause 3.10.3;

b. it is accompanied by the **Power of Attorney** as specified in Clause 3.1.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 3.1.6;

c. it is accompanied by the **Jt. Bidding Agreement** (for Consortium), specific to the Project;

d. it is accompanied by a copy of **Board Resolution/ authority letter** authorizing the Authorized Signatory for signing the Bid. In case the Bidder is a Consortium, each of the Consortium shall provide separate Board Resolution/authority letter authorizing the Lead Member to submit the Bid on its behalf;

e. it contains the **Statement of Legal Capacity** as Annex II to Appendix I;

f. Online payment of **cost of the RFP** document;

g. it contains a valid **Bid Security**;

h. it contains information as regards qualification as per the prescribed format;

i. it has the **minimum qualification** as required in terms of Clause 3.2.2;

j. it does not contain **any condition** or criteria; and

k. it is not non-responsive in terms hereof.

The Bid shall be considered to be responsive if it conforms to the preceding requirements without any deviation or reservation. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bids.

The Bids of "Responsive" Bidders shall be evaluated in the following steps:

4.1.5 **STEP 2: Evaluation of Technical and Financial Capacity**

In this stage, the Technical and Financial Capacity of the Bidders in undertaking the Project would be assessed. The Bidders would be evaluated on parameters as defined in Clause 3.2.2, and the Bidders found to be technically and financially qualified would be

eligible for the next stage of the selection process. The Financial Bid of the Bidders not found to be technically and financially qualified would not be opened.

4.1.6 **STEP 3: Evaluation of Financial Bid**

Financial Bid of those Bidders whose Technical Bid meet the technical and financial capability requirements as set out in Clause 3.2.2would be opened and evaluated in the 3rd Step of Evaluation Process, in the presence of the Bidders' representatives who choose to attend.

The Bidder who quotes the "lowest O & M fee per kilometer, shall be declared as the Selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

4.1.6.1 In the event that two or more Bidders quote the same amount of O & M fee as the case may be, which emerges as the [Lowest] Bid (the "**Tie Bidders**"), the Authority shall invite the Tie Bidders to quote revised Financial Bid, which shall under no circumstances be [less/more] than the [Lowest] Bid received in the original Financial Bid.

4.1.6.2 In the event that the [Lowest] Bidder with draws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining eligible Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid [Lowest] Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the [Lowest] Bidder, it shall be the Selected Bidder. If two or more Bidders match the said [Lowest] Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth [Lowest] Bidders in the first round of bidding offer to match the said [Lowest] Bidder in the second round of bidding, the said third [Lowest] Bidder shall be the Selected Bidder.

4.1.7 In the event that no Bidder offers to match the [Lowest] Bidder in the second round of bidding as specified in Clause 4.1.6.2, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**")from all Bidders except the [Lowest] Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second [Lowest] Bidder in the first round of bidding.

4.1.8 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such

Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.1.9 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Selected Bidder shall incorporate Special Purpose Vehicle (SPV), a company as per the provisions of Companies Act, 2013 with the exclusive object of operation and maintenance of the Project and to execute the Contract within the period prescribed in Clause2.3. The Selected Bidder/Operator shall not be entitled to seek any deviation in the Contract.

4.2 **Other Conditions**

4.2.1 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders 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.

4.2.2 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.

4.2.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

4.2.4 If 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 the evaluation/ score of the Bidder.

4.2.5 In the event that the Bidder claims credit for a Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the evaluation/ score, and may also, while computing the aggregate score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 3.7.2 and 3.7.3.

4.3 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

4.4 **Clarifications**

4.4.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.4.2 If the Bidder does not provide clarifications sought under Clause 4.4.1above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

5 FRAUD AND CORRUPT PRACTICES

5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5.2 Without prejudice to the rights of the Authority under Clause 5.1hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (b) of Clause 3.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal,

financial or technical adviser of the Authority in relation to any matter concerning the Project;

b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c. "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6 PRE-BID CONFERENCE

6.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

6.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7 MISCELLANEOUS

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Mira Bhaindar** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

TECHNICAL BID

APPENDIX I - Letter Comprising the Application for Qualification of Bid

(Refer Clause2.2.1)

[*On the letter head of the Bidder/Lead Member of Consortium*]

Dated:

To,

[to be inserted]

Sub: Bid for Selection of Operator for City Bus Private Operations in [Name of city]: [Type of Contract]

Dear Sir,

With reference to your RFP document dated ……..[$], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for selection for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the Project, as per the terms and conditions provided in the Bidding Documents.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

[$]All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

b. I/ We do not have any conflict of interest in accordance with Clauses 3.2.1of the RFP document;

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive, without incurring any liability to the Bidders, in accordance with Clause 3.7of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Financial criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid. I/We acknowledge and undertake that our Consortium was qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, till the Expiry Date, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Operator; and (ii) 5% (five per cent) of the Estimated Project Cost specified in the Contract. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Contract in respect of Change in Ownership.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for selection.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We acknowledge and agree that in the event of a change in control of an Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of selection under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.

13 I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

14. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or

any of our directors/ managers/ employees.

15. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for selection of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix X thereof.

16. I/We understand that the Selected Bidder shall incorporate a Special Purpose Vehicle i.e. a Company under the Indian Companies Act, 2013within 45 days of issuance of LOA to Selected Bidder and shall hold together with its Associates/Members not less than 51% (fifty one per cent) of subscribed and paid up equity share capital of the Special Purpose Vehicle (SPV) at all times until the Expiry Date.

17. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Contract in accordance with the draft Contract that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I /We have studied all the Bidding Documents carefully and also surveyed the area of operations including the site for Bus Depot and/ or Parking Spaces (if any). We understand that except to the extent as expressly setforth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

21. I/We offer a Bid Security of [insert in rupees (in words)] to the Authority in accordance with the RFP Document.

22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

23. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP and may extend the same on the request of Authority.

24. The Statement of Legal Capacity as per format provided at Annex II in Appendix I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid {and the power of attorney for Lead Member of consortium}[$], as per format provided at Appendix II {and III respectively}[$] of the RFP, is also enclosed.

25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

[$]Delete if the Bidder is not a Consortium.
[$]Delete if the Bidder is not a Consortium.

26. I/ We certify that in terms of the RFP, my/our Net worth is INR…….. (INR in words), Average Annual Turnover is INR ……and the Experience Score is …….. (number in words).

{27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Operator under the Contract in terms thereof.}[$]

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary

[$]Omit if the Bidder is not a Consortium.

ANNEX-I

(Appendix 1)

Details of Bidder

1.	a. Name: b. Country of incorporation: c. Address of the registered office, corporate headquarters and its branch office(s), if any, in India: d. Date of incorporation and/ or commencement of business:
2.	Brief description of the Bidder's firm including details of its main lines of business and proposed role and responsibilities in this Project:
3.	Details of individual(s) who will serve as the point of contact/ communication for the Authority: a. Name: b. Designation: c. Company: d. Address: e. Telephone Number: f. E-Mail Address: g. Fax Number:
4.	Particulars of the Authorized Signatory of the Bidder: a. Name: b. Designation: c. Address: d. Phone Number: e. Fax Number:
5.	Particulars of Associate, if any, of the entity which fulfils the Financial Capacity Qualification Requirement, whose financial capacity is being submitted as evidence of that entity's financial capacity a. Name: b. Relationship to Bidder: c. Country of Incorporation: d. Address:

	e. Phone Number: f. Fax Number:
6.	Particulars of Associate, if any, of the entity which fulfils the Technical Capacity Qualification Requirement, whose technical capacity is being submitted as evidence of that entity's technical capacity a. Name: b. Relationship to Bidder: c. Country of Incorporation: d. Address: e. Phone Number: f. Fax Number:
7.	In case of a Consortium: a. The information above (1-6) should be provided for all the Members of the Consortium. b. A copy of Information regarding the role of each Member should be provided as per table below:

S. No.	**Name of Member**	**Role** {Refer Clause 3.2.2(d)}[$]	**Percentage of equity in the Consortium** {Refer Clauses 3.2.2(a), (c) & (g)}
1.			
2.			
3.			
4.			

c. The following information shall also be provided for each Member of the Consortium:

Name of Bidder/Member of Consortium	**No.**	**Criteria**	**Yes**	**No**
	1.	Has the Bidder/constituent of the Consortium been barred by the Central/State Government, or any entity controlled by it, from participating in any project (PPP, BOT or otherwise)?		

[$]All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bid.

	2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
	3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		
8.	A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)			

ANNEX-II

APPENDIX I –Statement of Legal Capacity

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

Ref. Date:

To,

[to be inserted]

Dear Sir,

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

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

We have agreed that …….. (insert Authorized Signatory name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the Authorized Signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of……..

**Please strike out whichever is not applicable.*

APPENDIX II - Power of Attorney for signing of Bid

(*On stamp paper of requisite value*)

(Refer Clause 3.1.5)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/ wife of …… and presently residing at……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Selection of Operator for City Bus Private Operations in [Name of city]: [Type of Contract]" to [Name of Authority](the "Authority") including but not limited to signing and submission of all Bids, other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……. 2…..

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared
before me/ signed before me/Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX III - Power of Attorney for Lead Member of Consortium

(*to be executed on the Stamp paper of requisite value*)

(Refer Clause 3.1.6)

Whereas the [Name of Authority] ("the Authority") has invited Bids from interested parties for Selection of Operator for City Bus Private Operations in [Name of city]: [Type of Contract] (the "Project").

Whereas, ……..., ……..., ……..and …….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……..having our registered office at ……..,M/s. ……..having our registered office at ……..., M/s. ……..having our registered office at ……..., and …….. having our registered office at ……..., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s …….. having its registered office at ……..., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers

conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF……. 2..…

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

For ……..

(Signature)

……..

(Name & Title)

Witnesses:

1.

2.

……

(Executants)

(To be executed by all the Members of the Consortium)

(Notarized)

Person identified by me/ personally appeared
before me/ signed before me/Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Notes:

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

- *Each of the Consortium Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consortium Members.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV - Joint Bidding Agreement

(Refer Clause 3.2.44(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… Limited, a company incorporated under Companies Act, 1956/2013} and having its head office/ registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, a company incorporated under Companies Act, 1956/2013} and having its head office/ registered office at …… (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…… Limited, a company incorporated under Companies Act, 1956/2013 and having its head office/ registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns

$

The above mentioned parties of the FIRST, SECOND, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

A. The [name of Authority], having its principal office [to be included](hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. …… dated …… (the "RFP") for selection of bidders for Bid pertaining to Selection of Operator for City Bus Private Operations in [Name of city]: [Type of Contract] (the "Project").

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

$The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Contract with the Authority and for performing all its obligations as the Operator in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Execution Date under the Contract when all the obligations of the SPV shall become effective;

b. Party of the Second Part shall be{the Technical Member of the Consortium; and}

c. {Party of the Third Part shall be the Financial Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the Expiry Date in terms of the Contract, be held by the Parties of the First, {Second and Third} Part whose technical and

financial capacity have been reckoned for the purposes of short-listing of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2above shall, at all times till the Expiry Date in terms of the Contract, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Estimated Project Cost.

6.4 The Parties undertake that they shall collectively themselves or together with their Associate hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till the Expiry Date in terms of the Contract.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force till the execution of the Contract by the SPV, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVEWRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by: SECOND PART

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. **2.**

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX V - Intentionally left Blank

APPENDIX VI –Technical Capacity of the Bidder

(Refer to Clause 3.2.2 of the RFP)

The bidders are requested to give details of technical capacity in this format.

Order placed by - (Full address of STUs, other Transport Organizations)	Order No. & Date	Description and quantity of buses given for hiring	Value of Order	Has the contract been satisfactorily performed? (Attach satisfactory Performance Certificate, if any from other STUs, other Transport Organizations)

Note :

1. Past Experience

a . The Bidder Shall over the past 07 (seven) financial years preceding the bid due date have operated atleast 60 owned/ hired buses in single order or atleast two project reference minimum 37 buses in each project or at least 30 Buses in 03 order for at least 3 years continuously in any part of India for any Government/ Semi Government/PSUS/ Reputed Private Organizations.

b. The bidder should furnish the details of experience for continuous 3 (three) years for over the Past 07 years preceding the Bid Due Date.

2. Project experience of the Bidder's Associate company (who is not a member of the Consortium) will also be considered for computation of the Total Experience Score.

APPENDIX VII - Intentionally left Blank

APPENDIX VIII - Financial Capacity of the Bidder

(Refer to Clause3.2.2of the RFP)

(In INR crore[$$])

Bidder type[$]	**Net Worth[€]**	**Annual Turnover**					**Average Annual Turnover**
	Year 1	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	
Single entity Bidder							
	OR						
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							

Date:

Name of the audit firm:

Seal of the audit firm: (signature, name and designation of the authorized signatory)

Registration Number:

Address of the audit firm:

[$]A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored. It should satisfy the requirement as stated in Clause 3.2.2.

[€]The Bidder(including each Member of the Consortium)should provide details of its own Financial Capacity or of an Associate specified in Clause 3.2.2.

Phone & fax number of the audit firm:

INSTRUCTIONS:

1. Net Worth shall mean (Paid-up Share Capital + Reserves from profits and security premium account) less (Aggregated value of accumulated losses + deferred expenditure and miscellaneous expenditure not written off). It should not include reserves created out of revaluation of assets, and write back of depreciation and amalgamation.

2. Year 1, Year 2 …..shall be determined in terms of Clause 3.2.2.

3. The Bidder (including each Member of the Consortium) shall provide an Auditor's Certificate specifying the net worth of the Bidder/Member at the close of the preceding financial year.

4. The Bidder (including each Member of the Consortium) shall provide copies of its duly audited balance sheet and profit and loss account for the preceding 3 (three) years towards proof of minimum average annual turnover in the immediately preceding last 3 years as required in terms of the RFP.

5. The Bidder should provide the details of its own Financial Capacity or of an Associate specified in Clause 3.2.2.

6. The information provided shall be detailed enough to demonstrate and allow evaluation of the bidder's financial capability.

APPENDIX IX - Letter comprising the Financial Bid for Gross Cost Contract (GCC)

(This is indicative format for Bidder's Understanding. The Price Bid shall be submitted online only through E-Tendering through E-Tendering website https://mahatenders.gov.in)

Dated:
To,
Transport Manager
Mira Bhaindar Municipal Corporation Transport Undertaking
First Floor, Chhatrapati Shivaji Marg,
Bhainder (W) Tal Dist., Thane – 401101

Sub: Financial Bid for "Selection of Operator for City Bus Operation in Mira Bhaindar Municipal Corporation on PPP Basis". (Gross Cost Contract (GCC) Per km Basis)

Being duly authorized to represent and act on behalf of the undersigned and having reviewed and fully understood all requirements of bid submission provided in the RFP document and subsequent clarifications provided in relation to project, I/ we hereby provide our financial/price proposal.
I have read the entire RFP dated _____, bearing number _____, including the Bus Operator Agreement and Response to Queries/Amendment documents etc. in detail and on the basis of my full study of the above mentioned document/s and the conditions, I/we undertake to operate and maintain the Buses for MBMC on Gross Cost Contract basis on routes as directed by Authority in accordance with the terms and conditions as provided in the above. I have understood the nature of bus to be operated and maintained by me on Gross Cost Contract basis (Operations and Maintenance Fee (the "Operations and Maintenance Fee Per Kilometer" or "O&M Fee Per Km" and investigated the cost structure for its Operations and Maintenance. Following is O&M Fee Per Km proposed by us for the Operation and Maintenance services for city buses whose bus specifications are described in bidding documents.

Sr. No	Type of Bus	No of Buses (A)	Quoted Rate in Rs per Km (B) (Without GST)	Annual Assured Kilometer for First Year (C)	Total Aggregate Cost (Rs) (A x B x C)
1	Fully built, 900 mm Diesel Midi Non AC Buses	10		60000	
2	Fully built, 900 mm Diesel standard Non AC Buses	59		68000	
3	Fully built, 400 mm Diesel Premium segment AC	05		55000	
	Total Aggregate Cost (1 +2+3)		NA		

Note*:*

1. For the purposes of evaluation, only the Base Rate shall be considered. If Applicable, GST will be payable at applicable rate over the above price per km but will not be part of financial evaluation for comparison of bid purposes.

2. For the purposes of final evaluation, only Total Aggregate Cost without GST derived as above shall be considered. If applicable, GST will be payable at applicable rate over the above price per km but will not be part of financial evaluation for comparison of bid purposes. GST shall be paid by Authority to the Operator, at the prevailing rate as applicable on provision of these services and subject to Operator giving proper proof of applicability and payment of GST paid to the tax authorities. The Services availed by the operator from its own vendors for services such as AMC, driver agency represent the Service Provider's own costs and Authority shall not pay any or re-imburse any such taxes.

3. Each bidder must quote his rates after through reading of this RFP document, Draft Agreement and Response to Queries/Amendment documents. Estimates of his variable and fixed cost and detailed due diligence of the site, city conditions, passenger load and likely wear and tear of the buses.

The bidder have to submit the details of calculation of O&M Fee Per Km to the authority. The details to include the component wise cost per kilometer calculated by the bidder in the below format.

A. Break up of Cost Per Kilometer

Category of Bus :_____ (provide separate statement for each category of bus)

Sr. No	Item	Rate (Rs per KM)
1	Labour	
A	Driver Salary	
B	Other Admin staff	
2	Fuel	
3	Repair and Maintenance Cost of buses (including all spare parts, labour and cleaning of buses)	
4	Repair and Maintenance Cost of Depot Equipment's	
5	Insurance , all RTO taxes	
6	Financing/Interest Cost	
7	Miscellaneous Cost (Overhead Cost such as Water, Electricity etc, Profit	
	Total	

Note : This breakup will not be used for comparison of financial bids.

APPENDIX X - Guidelines of the Department of Disinvestment

(Refer Clause2.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi

Dated 13th July, 2001.

OFFICE MEMORANDUM

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

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

a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India