



**AURANGABAD SMART CITY DEVELOPMENT CORPORATION LIMITED
(ASCDCL)**

**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION, OPERATION AND MAINTENANCE OF BUS SHELTERS
WITHIN AURANGABAD MUNICIPAL CORPORATION AREA ON
DESIGNBUILD OPERATE & TRANSFER (DBFOT) BASIS (PACKAGE 1 & 2)
VOLUME I**

JANUARY 2019

Aurangabad Smart City Development Corporation Limited (ASCDCL)

War Room, Ambedkar Research Centre, Aurangabad-431001, Maharashtra, India

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DISCLAIMER

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Aurangabad Smart City Development Corporation Limited (ASCDCL) 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 ASCDCL to the prospective Bidders or any other person.
2. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ASCDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. This RFP may not be appropriate for all persons, and it is not possible for ASCDCL, 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, 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.
4. 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. ASCDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. ASCDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 this Bid Stage.
5. ASCDCL 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. ASCDCL 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 ASCDCL is bound to select a Bidder for the Project and ASCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

6. 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 (Aurangabad Smart City Development Corporation Ltd) 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 (Aurangabad Smart City Development Corporation Ltd) 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.

Definitions/Acronyms

Sr. No.	Term/Acronyms	Description
1	Authority	As defined in Clause 1.1.1
2	Bid(s)	As defined in the Disclaimer
3	Bidders	As defined in Clause 2.1.1
4	Bidding Documents	As defined in Clause 1.3.7
5	Bid Due Date	As defined in Clause 1.3.7
6	Bidding Process	As defined in Clause 2.1.1
7	Concession	As defined in Clause 1.3.5
8	Concession Agreement	As defined in Clause 1.3.2
9	Concessionaire	As defined in Clause 1.3.2
10	Conflict of Interest	As defined in Clause 2.21
11	Damages	As defined in Clause 2.21
12	DBFOT	As defined in Clause 1.1.2
13	Demand Draft	As defined in Clause 2.6.1
14	Eligible Experience	As defined in Clause 3.3
15	Eligible Projects	As defined in Clause 3.3
16	EMD	As defined in 2.6
17	Government	Government of Maharashtra
18	Highest Bidder	As defined in Clause 2.1.5
19	LOA	As defined in Clause 5.2
20	Packages	As defined in Clause 1.2.2
21	PPP	Public Private Partnership
22	Premium	As defined in Clause 2.1.15
23	Project	As defined in Clause 1.2.2
24	Prohibited Practices	As defined in Clause 2.20
25	Least Cost Selection (LCS) method	As defined in Clause 1.1.4
26	Rs. or INR	Indian Rupee

Sr. No.	Term/Acronyms	Description
27	RFP or Request for Proposals	As defined in the Disclaimer
28	Selected Bidder	As defined in Clause 4.4.3
29	Sole Firm	As defined in Clause 3.1.1
Note: Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Part.		

NOTICE INVITING TENDER



REQUEST FOR PROPOSAL

CONSTRUCTION, OPERATION AND MAINTENANCE OF BUS SHELTERS WITHIN AURANGABAD MUNICIPAL CORPORATION AREA ON DESIGN BUILD OPERATE & TRANSFER (DBFOT) BASIS (PACKAGE 1 & 2)

ASCDCL Office, War Room, Near Ambedkar Research Center, Aam Khaas Maidan, Aurangabad -431001 Tel.: 0240
2333536 to 40, Fax.: 0240 2331213

NOTICE INVITING TENDER

NIT No: ASCDCL/2019/74

Date: 21/01/2019

Aurangabad Smart City Development Corporation Ltd. (ASCDCL) invites firms possessing relevant capabilities to respond to this RFP for appointment of concessionaire for “*Construction, Operation and Maintenance Of Bus Shelters Within Aurangabad Municipal Corporation Area On Design Build Operate & Transfer (DBFOT) Basis (Package 1 & 2)*” through:

<https://www.mahatenders.gov.in>:

Sr. No.	Particulars	Details
1	Name of the Authority	Aurangabad Smart City Development Corporation Ltd (ASCDCL)
2	Name of the Work	Construction, Operation and Maintenance Of Bus Shelters within Aurangabad Municipal Corporation Area On Design Build Operate & Transfer (DBFOT) Basis (Package 1 & 2)
3	Method of Selection	Bids would be evaluated on the basis of the highest premium per Package the Bidder has offered to pay to the Authority for implementing the Project.
4	Date of Issuance of RFP	21/01/2019
5	Issuing Authority	Chief Executive Officer, Aurangabad Smart City Development Corporation Ltd (ASCDCL)
6	Authority Contact Person	The Nodal Officer ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
7	Authority Address/Email for Seeking Clarifications on RFP	ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001. Email: acommm2@aurangabadmahapalika.org
8	Authority Website	www.mahatenders.gov.in
9	Last Date for Submissions of Queries/Clarifications	24/01/2019 by 4:00 PM
10	Date, Time and Venue of Pre-Bid Meeting	25/01/2019 at 11:00 AM; Venue: ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
11	Date and Time for Submission of Bid including Technical and Financial Bids	14/02/2019 by 4:00 PM
12	Date, Time, & Venue for Submission of Hard Copy of Technical Bid	14/02/2019 by 4:00 PM Venue: ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
13	Date and Time of Opening of Technical Bid	15/02/2019 at 4:00 PM
14	Date, Time, and Venue of Opening of Financial Bid	Technically qualified bidders shall be notified 24 hours in advance of financial bid opening
15	Bid Validity	120 days
15	Cost of RFP	INR 2,000 (Rupees two thousand only) + GST
16	Bid Security/EMD	INR 4,50,000 (Rupees four lakh fifty thousand only)
17	Performance Security	INR 12,00,000 (Rupees twelve lakh only) per Package
18	Period of Completion	180 Days

**Chief Executive Officer
Aurangabad Smart City Development Corporation Ltd.**

NOTE:

The complete bid documents can be viewed / downloaded from e-procurement portal of the Government <https://mahatenders.gov.in> from 21/01/2019 to 14/02/2019 (up to 16.00 Hrs. IST). Bids must be submitted online only via <https://mahatenders.gov.in> on or before 14/02/2019 up to 16.00 hours IST. Bids received online shall be opened on 15/02/2019 at 16:00 hours IST.

Bids through any other mode shall not be entertained. However, Bid Security and other requisite documents forming part of the Technical Bid shall also be submitted physically by the Bidder on or before 14/02/2019 up to 16.00 hours IST. Subsequent corrigendum / addendum, if any, shall only be available on the web site <https://mahatenders.gov.in>

Please note that the Authority reserves the right to accept or reject all or any BID without assigning any reason whatsoever.

1. Introduction

1.1. Invitation to Bidders

- 1.1.1. Aurangabad Smart City Development Corporation (“**the Authority**” or “**ASCDCL**”), is a Special Purpose Vehicle (SPV) established as a public limited company under the Indian Companies Act, 2013 for the implementation of the Smart City project in Aurangabad. Aurangabad Municipal Corporation (**AMC**) has equity shareholding in ASCDCL. AMC and Government of Maharashtra (**GoM**) have majority shareholding and control of ASCDCL.
- 1.1.2. ASCDCL intends to build quality bus shelters at select locations as provided in this RFP document. Accordingly, ASCDCL intends to procure private partner who can construct, operate and maintain the project on “**Design, Build, Finance, Operate and Transfer (DBFOT) basis**” under 2 (two) Packages. The Bidders can Bid for any one or both Packages. This Concession will be for a **period of 15 (fifteen) years**. More details on the Project and the envisaged services are as provided in the Draft Concession Agreement.
- 1.1.3. Bid submissions must be received not later than the Bid Due Date specified in the “**Schedule of Bidding Process**” in the manner specified in the RFP document and at the address as mentioned therein.
- 1.1.4. The private partner firm for undertaking the Project in accordance with this RFP document, will be selected under **Least Cost Selection (LCS)** method as described in this RFP. The Technical Bids would be evaluated based on the qualification criteria set forth in the RFP. Financial Bids of only those applicants/ bidders, whose Technical Bids qualify, will be opened and evaluated.
- 1.1.5. ASCDCL reserves the right to cancel, terminate, change or modify this procurement process and /or requirements of Bid stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

1.2. Background

- 1.2.1. ASCDCL is in the process of building a city bus based public transportation system. Aurangabad City Transport (**ACT**), a dedicated Transport Division within ASCDCL, is established to oversee the operation of the city bus service. ASCDCL and MSRTC have entered into an agreement for provisioning of the service in Aurangabad. 100 city buses are being procured in Phase I of the project, which will be followed by another set of 50 buses in Phase II.
- 1.2.2. With a view to build bus shelters (“**Project**”) under Public-Private-Partnership (PPP) framework by engaging concessionaire on **Design, Build, Finance, Operate and Transfer (DBFOT)** basis, ASCDCL has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. The Project is divided into 2 (two) packages (the “**Packages**”). A Bidder can Bid for 1 (one) or more than 1 (one) Package of his choice. A brief description of the Project,

Package-wise is provided in Schedule A in Volume II of this RFP. Brief details of the Project are as under:

Project Details	No. of Proposed Bus Shelters	
	Package 1	Package 2
Construction, operation and maintenance of bus shelters at select locations within AMC area on Design, Build, Finance, Operate & Transfer (DBFOT) basis.	Construction of 68 bus shelters and dismantling of 16 existing shelters	Construction of 82 bus shelters and dismantling of 11 existing shelters
Total No. Shelters Per Package	68	82

1.3. Aim

- 1.3.1. The intent of the project is construction, operation & maintenance of the 150 bus shelters in Package 1 and 2 on PPP model in lieu of advertisement rights. The bidders have to work out and prepare the design and implementation plan and its submission part of the technical bid to ASCDCL. ASCDCL reserve the right to amend these locations as per arising requirements.
- 1.3.2. The Selected Bidder (the “**Concessionaire**”), who is either a company incorporated under the Companies Act, 1956/2013 or its substitute thereof or undertake to incorporate as such prior to execution of the concession agreement, shall be responsible for Designing, Engineering, Procurement, Financing, Construction, Operation and Maintenance of the Project under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto. Consortium is not allowed and the Bidder should be a sole firm (the “**Sole Firm**”) only.
- 1.3.3. The scope of work broadly includes construction of bus shelters at select locations as per the provisions of the Concession Agreement and in conformity with its Schedules and the operations and maintenance thereof.
- 1.3.4. The assessment of costs will have to be made by the Bidders.
- 1.3.5. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.3.6. 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 Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work,

the Concession 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.

- 1.3.7. 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 Clause 2.1.7 for submission of Bids (the “**Bid Due Date**”).

2. Instruction to Bidders

2.1. Brief description of bidding process

- 2.1.1. The Authority shall adopt a single bid process with evaluation as per the RFP (referred to as the “**Bidding Process**”) for selection of the Successful Bidder for award of the Project. The Bidders (“**Bidders**”) shall submit their Bids in accordance with this RFP. The Bidders need to offer bid which conforms to the draft Contract provided as part of this RFP Document and the Technical Specifications. The Bid submitted by each Bidder will comprise of two envelopes:
 - Envelope 1: “**Key Submissions and Techno-commercial Bid**”, which will further have two envelopes- (i) Envelope 1A with “**Key Submissions**”, and (ii) Envelope 1B with “**Techno- Commercial Bid**”; and
 - Envelope 2: “**Price Bid**” (to be submitted online via www.mahatenders.gov.in)The Bidder will be selected under Least Cost Selection (LCS) method as described in this RFP.
- 2.1.2. Bidders must note that the the Price Bid of only such Bidders who submit responsive bids and who meet the Qualification Criteria and are determined to be “Eligible Bidders” in accordance with the provisions of this RFP will be opened.
- 2.1.3. This RFP is not transferable.
- 2.1.4. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for the award of the Project.
- 2.1.5. The envelopes/communication shall clearly bear the following identification/title:
“**Appointment of Concessionaire for Construction, Operation and Maintenance of Bus Que Shelters (BQS) for Aurangabad City on Design, Build, Finance, Operate and Transfer (DBFOT) basis—Package 1 and/or Package 2**”
- 2.1.6. Cost of RFP Document: The fee for purchase of this RFP document as specified in the Notice Inviting Tender, is payable online via www.mahatenders.gov.in. The tender fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

2.1.7. **Schedule of Bidding Process:** The Authority shall endeavour to adhere to the following schedule.

Sr No.	Event Description	Date
1	Date of Issue of RFP	21/01/2019
2	Last Date of Receiving Queries	24/01/2019 by 4:00 PM
3	Pre-Bid Meeting	25/01/2019 at 11:00 AM
4	Bid Due date	14/02/2019 by 4:00 PM
5	Opening of Envelope 1	15/02/2019 at 4:00 PM
6	Opening of Envelope 2	To be conveyed to technically eligible bidders
7	Letter of Award (LOA)	As per RFP
8	Signing of the Contract	As per RFP

2.1.8. Bid due date:

The last date of submission of the Bids (“the **Bid Due Date**”) shall be as specified in table given in Clause 2.1.7 above. The Bid shall be valid for a period of not less than **120 (one hundred and twenty)** days from the Bid Due Date (“**Bid Validity Period**”).

2.1.9. Bids should be submitted before 16:00 hours IST on the Bid Due Date at the address and in the manner and form as detailed in this RFP.

2.1.10. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

2.1.11. 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.

2.1.12. The hard copy of the Technical Bid is required to be submitted at the address and in the manner and form as detailed in this RFP. However, hard copies of the Price Bid is not required. The Price Bid must be submitted via www.mahatenders.gov.in only.

2.1.13. The complete Bidding Documents includes the draft agreement for the Project which is being provided and the Schedules including details of Package 1 and 2 for guidance purpose. Subject to the provisions of Clause 2.1.18 the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

2.1.14. Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation and operation of the Project.

2.1.15. Bids would be evaluated on the basis of the highest premium (the “**Premium**”) per Package the Bidder has offered to pay to the Authority for implementing the Project. The Premium should be quoted in Indian Rupees. The Premium payments to the Authority shall be payable as per the provisions of the Concession Agreement. The Concession Period is pre-determined as indicated in the Concession Agreement. The

Premium shall constitute the sole criteria for evaluation of Bids. Subject to Clauses 2.17 of this RFP, the Project will be awarded to the Bidder quoting the highest Premium. Please note that the offered Premium shall be over and above any extant advertisement Tax, as applicable, including its revision, if any, from time to time. For the avoidance of doubt, the Concessionaire is not required to pay any ground rent Tax / permission fee for using the land area. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Premium. The Bidders are advised to quote their Premium in the form attached to the RFP through online portal only- (Annexure 4- Financial Bid) clearly indicating the Premium amount quoted, Package-wise.

- 2.1.16. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event of none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 2.1.17. No Bidder shall submit more than one Bid per Package for the Project. A Bidder bidding individually shall not be entitled to submit another Bid. The bus shelter locations for Package 1 and 2, as mentioned in the Schedules, are provided only as a preliminary reference and is indicative. The exact location/co-ordinates of the bus shelters shall be finalized by the Authority after a joint survey with the Successful Bidder for each Package. Moreover, the Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the list of locations shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the list.
- 2.1.18. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement 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 Concession Agreement.
- 2.1.19. 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 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 2.1.19 shall 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.
- 2.1.20. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.21. This RFP is not transferable.

2.1.22. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid.

2.1.23. A Bidder 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, 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.

2.2. Compliant Bids/Completeness of Response

2.2.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.2.2. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:

- i. Include all documentation specified in this RFP, in the bid
- ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
- iii. Comply with all requirements as set out within this RFP.

2.3. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications he shall, before the last date for submission of Pre-Bid Queries, set forth thereof and submit them to ASCDCL in writing in order that such doubt may be removed or clarifications are provided.

2.4. Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, for the purposes of clarification of the bid, if so desired by ASCDCL.

2.5. Pre-bid meeting & Clarification

2.5.1. Bidders Queries

- i. Any clarification regarding the RFP document and any other item related to this project can be submitted to ASCDCL as per the submission mode and timelines mentioned in the Schedule of Bidding Process.
- ii. The pre-bid queries should be submitted in excel sheet format, along with relevant justification, and with name and details of the organisation submitting the queries.
- iii. ASCDCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by ASCDCL.
- iv. Bidders must submit their queries as per the format mentioned in Annexure 7.

2.5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- i. ASCDCL will organize a pre-bid meeting and will respond to any request for clarification or modification of the bidding documents. ASCDCL shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the date and time of submission of queries.
- ii. ASCDCL shall endeavour to provide timely response to all queries. However, ASCDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. ASCDCL does not undertake to answer all the queries that have been posed by the bidders.
- iii. Any modifications of the RFP Documents, which may become necessary because of the Pre-Bid Meeting, shall be made by ASCDCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of ASCDCL.
- iv. Any corrigendum/notification issued by ASCDCL, after issue of RFP, shall only be available/hosted on the website URL mentioned in the Schedule of Bidding Process. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.6. Earnest Money Deposit (EMD)

- 2.6.1. The Bidders are required to deposit, along with the Bid, an Earnest Money Deposit of INR 4,50,000 (Rupees four lakh and fifty thousand only) per Package ("Earnest Money Deposit" or "EMD"), which shall be paid online via www.mahatenders.gov.in
- 2.6.2. Proof of EMD payment must be scanned and uploaded online along with the Technical Bid documents.
- 2.6.3. Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 2.6.4. The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible and latest by 30th day of signing of the Contract by the Successful Bidder or when the Authority cancels the Bidding Process.
- 2.6.5. The Successful Bidder's EMD will not be returned and shall be retained as security for the Successful Bidder to execute the Contract.

- 2.6.6. The Authority shall be entitled to forfeit and appropriate the EMD inter alia in any of the events specified in Clause 2.6.8 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 Bid Validity Period as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.
- 2.6.7. The EMD shall be furnished in Indian Rupees only. No interest shall be payable by the Authority on the EMD.
- 2.6.8. The EMD shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
If a Bidder submits a non-responsive Bid;
- 2.6.7.1 Provided, however, that in the event of encashment of the EMD occurs from operation of this Clause 2.6.7.1, the extent to which the EMD would be forfeited and appropriated by the Authority shall be restricted to 5% of the value of the EMD.
- 2.6.7.2 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 2.2 of this RFP;
- 2.6.7.3 If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- 2.6.7.4 Provided, however, that in the event of encashment of the EMD occurs from operation of this Clause, the extent to which the EMD would be forfeited and appropriated by the Authority shall be restricted to 5% of the value of the EMD.
- 2.6.7.5 In the case of Successful Bidder, if it fails within the specified time limit:
- i. to sign and return the duplicate copy of LOA in accordance with the terms thereof;
 - ii. to sign the Contract within the time specified by the Authority; or
 - iii. to furnish the Performance Security within the period prescribed in the Contract; or
 - iv. In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

2.7. Bid Validity Period

Bid shall remain valid for the period of 120 days. On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

2.8. Contents of Bid

2.8.1 The bidder shall submit its Bid in two envelopes as follows:

Sr. No.	Envelope and Title	Annexure to be Inserted	Documents to be attached
1	Envelope 1: “Key Submissions and Techno-Commercial Bid”		
1A	Envelope 1A: “Key Submissions”		Copy of Proof of RFP Fee Payment EMD (Proof of Payment)
1B	Envelope 1B: “Techno-Commercial Bid”	Annexure 1, 2, 3, 5, 6, 8, 9	<ul style="list-style-type: none"> • RFP document, Agreement and Corrigendum /Addendum,if any, signed &sealed by the authorized representative • Cover letter as per Annexure 1: Bid Covering Letter • Details of the Bidder as per Annexure 3 • Bidder’s Similar Experience as per Annexure 2 along with the necessary documents as per RFP • Financial Capability Statement as per Annexure 6 along with Audited Annual accounts for last five years. • Power of Attorney as per Annexure 5 • Declaration of Non-blacklisting as per Annexure 8 • No deviation certificate as per Annexure 9 • Any other documents required as per the RFP terms. <p><i>The Price Bid / prices should not be mentioned anywhere in Envelope-1.</i></p>
2	Envelope 2: Price Bid	Annexure 4 of the RFP	To be submitted online via e-tendering portal

2.8.2 Sealing and Marking of Bids:

- a) Envelope 1 shall contain two sealed envelopes, namely Envelope 1A and Envelope 1B. The sealed Envelope 1A and sealed Envelope 1B shall then be placed in a single outer envelope marked as Envelope 1.
- b) The Bidders shall seal Envelope 1 and Envelope 2 Bid separately in two envelopes, duly marking the envelopes as “**Envelope 1: KEY SUBMISSIONS AND TECHNO-COMMERCIAL BID**” and “**Envelope 2: PRICE BID**”; respectively. Envelope 2 shall be submitted only via www.mahatenders.gov.in.
- c) Bidders shall provide one duplicate of Envelope 1. The Bidder shall seal the original and duplicate of the “**Key Submissions**” and “**Qualification Submission**” in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**DUPLICATE**”. The envelopes shall then be sealed in a single larger outer envelope. In the event of any discrepancy between the original and duplicate, the original shall prevail.
- d) Each of the envelopes shall be addressed to:
 - ATTN. OF: Nodal officer, ASCDCL
 - ADDRESS: War Room, ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad
 - E-MAIL: acomm2@aurangabadmahapalika.org
- e) If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- f) The Package for which the Bid is submitted should be clearly indicated on the cover of the envelopes.
- g) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.9. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.10. Authentication of Bids

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.11. Pre-Bid Meeting

2.11.1. Pre-bid meeting of the Bidders shall be convened on **25/01/2019 at 11:00 AM** at the following venue: *War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001.*

- 2.11.2. Bidders shall bear their own cost of attending any pre-bid meeting.
- 2.11.3. During the course of pre-bid meeting(s), 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.
- 2.11.4. Details of proposed/ suggested variations/ deviations/ additions from the Proposal specifications/ conditions, if any, should be clearly indicated while sending queries before Pre-Proposal Bid Meeting. No further suggestions for deviations/ variations/ additions shall be entertained after the Pre-Proposal Bid Meeting.
- 2.11.5. The Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Proposal Bid Meeting. However, the decision of the Authority in this regard shall be final.
- 2.11.6. After incorporating amendments acceptable to Authority, RFP Document shall be frozen through issuance of an Addendum(s). Addendum to RFP Document shall be uploaded on www.mahatenders.gov.in
- 2.11.7. Non-attendance at the pre-bid meeting shall not be a cause for disqualification of a Bidder. However, terms and conditions of the Addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting.

2.12. Amendment of Request for Proposal

- a) At any time prior to the due date for submission of bid, ASCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.
- b) It shall be the responsibility of the prospective bidder(s) to check the ASCDCL's website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, ASCDCL shall not be responsible.
- c) In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ASCDCL, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on website of ASCDCL.

2.13. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 9. The bids with deviation(s) are liable for rejection.

2.14.Late Bids

- a) Late submission will not be entertained and will not be permitted by e-Procurement Portal.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) ASCDCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d) ASCDCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.15.Right to Terminate the Process

ASCDCL may terminate the RFP process at any time and without assigning any reason. ASCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by ASCDCL.

2.16.Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP.
- b) If a bid does not follow the format requested in this RFP or does not appear to address the requirements of the solution.

2.17.Acceptance/Rejection of Bids

- a) ASCDCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. ASCDCL reserves the right to assess the Bidder's capabilities and capacity. The decision of ASCDCL shall be final and binding.
- b) Bid should be free from overwriting. All erasures, correction or addition must be clearly written both in words and figures and attested.
- c) In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, ASCDCL reserves the right to reject the Bid and forfeit the EMD.

2.18.Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders 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 the 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.

2.19. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) During validity of the bid, or its extended period, if any, the bidder changes its quoted prices
- b) Bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- f) Financial bid is enclosed with the same document as technical bid.
- g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- h) In case the bidder submits multiple bids for a Package or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

2.20. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ASCDCL shall reject a Bid 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, ASCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, time, cost and effort of ASCDCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b) Without prejudice to the rights of ASCDCL under Clause above and the rights and remedies which ASCDCL may have under the LOI or the Agreement, if a Bidder is found by ASCDCL 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 Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by ASCDCL during a

period of 3 years from the date such Bidder is found by ASCDCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.

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

- i. *“corrupt practice”* means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ASCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, 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 ASCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of ASCDCL in relation to any matter concerning the Project;
- ii. *“fraudulent practice”* means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. *“coercive practice”* means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. *“undesirable practice”* means (i) establishing contact with any person connected with or employed or engaged by ASCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. *“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 Selection Process.

2.21. Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ASCDCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ASCDCL for, inter alia, the time, cost and effort of ASCDCL including consideration of such Bidder’s Bid (“the Damages”), without prejudice to any other right or remedy that may be available to ASCDCL hereunder or otherwise.

- b) ASCDCL requires that the bidder provides solutions which at all times hold ASCDCL's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of ASCDCL
- c) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. The Bidder, and any other Bidder, 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, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five 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, or Associate, is less than 5% (five 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, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.3, 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. Such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
 - iii. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - iv. Such Bidder, has a relationship with another Bidder, 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
 - v. Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.22. Withdrawal, Substitution, and Modification of Bids

- a. A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website
- b. Bids withdrawn shall not be opened and processed further.

2.23. Site Visit

- a. Before filling this application, the Bidder shall visit the Site and satisfy themselves as to the conditions prevalent there especially regarding accessibility to the Site, nature and extent of the city, working conditions, stocking of materials, installation of tools and equipment etc., accommodation and movement of labor for satisfactory completion of the works, applicable laws and regulations, and any other matter considered relevant for them. Bidders should have the ability to market value added services they can develop at the bus shelter for revenue generation. Therefore, the Bidders should have a marketing strategy in place. To obtain first-hand information on the local conditions, the Bidders are encouraged to visit the proposed locations before submitting Bids. No financial claims for such visits and for collection of information shall be reimbursable. The Bidders must carry proper due diligence of the applicable local taxes/charges etc., which may affect their project financials.
- b. It shall be deemed that by submitting a Bid, the Bidder has:
 - i. made a complete and careful examination of the bidding documents;
 - ii. received all relevant information requested from the authority;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause 2.23 (a) above;
 - iv. satisfied itself about all matters, things and information including matters referred to in clause 2.23 (a) hereinabove necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations thereunder;
 - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause 2.23 (a) hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - vi. acknowledged that it does not have a conflict of interest; and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- c. 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3. Qualification Criteria

Sr. No.	Qualification Criteria	Documentary Evidence
<u>FINANCIAL CRITERIA</u>		
1	<p>Achieved a minimum average annual financial turnover of INR 1 Crores (Rupees one crore) during the last three (3) years, ending 31st March 2018.</p> <p>In case the same Bidder is the Highest Bidder in more than one Package and the Authority decides to award more than one Package to such Bidder(s); the Bidder(s) should have achieved minimum average annual financial turnover during the last three years corresponding to the number of Packages awarded to them. For the sake of clarity and by way of illustration, if both Packages are awarded to one such Highest Bidder, then the minimum average annual financial turnover achieved during the last three years considered shall be INR 2 crores (rupees two crores only).</p>	Auditor's Certificate.
<u>TECHNICAL CRITERIA</u>		
1	<p>The Bidder shall over the past 7 (seven) financial years preceding the Bid Due Date, have successfully completed at least three of Eligible Project(s), as specified in Clause 3.1.2, costing not less INR 1 crore (rupees one crore only). Please note that only completed projects shall be taken into consideration.</p> <p>In case the same Bidder is the Highest Bidder in more than one Package and the Authority decides to award more than one Package to such Bidder(s); the Bidder(s) shall have sum total corresponding to the number of Packages awarded to them. For the sake of clarity and by way of illustration, if both Packages are awarded to one such Highest Bidder, then the Bidder shall have successfully completed at least three of Eligible Projects costing not less than INR 2 crores (rupess two crores only).</p>	Copies of firm orders/contract should be enclosed, along with Certificates, if any, issued by Government Organizations /Municipal Corporations or their equivalent, for developing and commissioning the project in the last 10 (ten) years; and Auditor's Certificate certifying the eligible amount, in case the work orders does not specifically mention the amount of work.

Note:

- The Bidders are considered eligible provided they satisfy the above qualification conditions.

- Financial Bids of only those Bidder(s) who have met the qualifying criteria will only be opened for Financial Bid evaluation.

3.1. Eligible bidder

3.1.1 For determining the eligibility of Bidder, the following shall apply:

- a. The “Bidder” used herein would apply to a single entity only.
- b. Bidder may be a natural person or private entity.
- c. Consortium is not allowed and the Bidder should be a sole firm (the “Sole Firm”) only
- d. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process as defined in clause 2.21.

3.2. Eligible Experience

3.2.1 Subject to the provisions of Clause 3, the following experience would qualify as Technical Capacity and eligible experience (the “Eligible Experience”) in relation to eligible projects as stipulated in Clause 3.3(the “Eligible Projects”):

Experience related to development of Infrastructure Projects which includes development of city bus shelters, development of city/central bus stand/terminal, foot over bridges, convention centres, road projects and other similar infrastructure projects, etc., that qualify under Clause 3.3; only completed projects experience shall be reckoned for computing Eligible Experience.

3.3. Eligible Project

3.3.1 For a project to qualify as Eligible Project:

- i. It should have been undertaken as a PPP project (BOT, BOLT, BOO, BOOT) or work undertaken from a public-sector entity in pursuance of its charter, concession or contract, as the case may be;
- ii. the entity claiming experience shall, during the last 7 (seven) financial years preceding the Bid Due Date, have paid for development of the project (excluding the cost of land). For the purpose of this RFP, the construction cost of the project development shall be considered.

4. Selection Process for Bidder

4.1. Opening of Bids

- a. The Bids shall be opened by ASCDCL in the presence of the Bidders or their representatives who choose to attend. The representatives of the bidders are advised to carry identity cards or a letter addressed to ASCDCL identifying that they are bonafide representatives of the bidder firm, for attending the opening of bid. There will be three bid-opening events:
 - STAGE 1 (Technical bid)
 - STAGE 2 (Commercial bid)
- b. The date and time for opening of Commercial bid would be communicated to the qualified bidders.

4.2. Preliminary Examination of Bids

ASCDCL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by ASCDCL and shall not be included for further consideration. Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFP document
- b) Received without the Letter of Authorization (Power of Attorney)
- c) Received without paying tender fee
- d) Found with suppression of details
- e) With incomplete information, subjective, conditional offers and partial offers submitted
- f) Submitted without the documents requested
- g) Non-compliant to any of the clauses mentioned in the RFP
- h) With lesser validity period

4.3. Clarification on Bids

During the bid evaluation, ASCDCL may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Clarifications shall be obtained only in pre-historic information like bidders credentials.

4.4. Bid parameter

- 4.4.1. The Bid shall comprise the Premium per Package to be quoted by the Bidder in accordance with the provisions of the Concession Agreement for implementing the Project. Subject to Clauses 2.17 of this RFP, the Bidder who offers the Highest Premium per Package shall ordinarily be the Selected Bidder. Please note that the Premium offered shall be over and above any extant advertisement Tax, as applicable, including its revision, if any, from time to time. For the avoidance of doubt, the Concessionaire is not required to pay any ground rent Tax / permission fee for using the land area.
- 4.4.2. Subject to the provisions of Clause 2.17, the Financial Bids of all the Bidders whose Bids are adjudged as responsive in terms of Clause 4.2 and thereafter shortlisted in the evaluation of Technical Bids shall be opened to determine the Highest Bidder.
- 4.4.3. The Bidder who quotes the highest Premium shall ordinarily 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.
- 4.4.4. In the event of two or more Bidders quote the same Premium (the “Tie Bidders”) per Package, on being called upon by ASCDCL, the financial offer shall be submitted again by such highest bidders to break the tie. The revised offer shall, however, not be lower than the originally quoted figure. Any revised offer lower than the original offer shall be liable to be rejected.
- 4.4.5. In the event, the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest 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 highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 4.4.6. In the event of no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 4.4.5, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest 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 lower than the Bid of the second highest Bidder in the first round of bidding.

- 4.4.7. In case of difference in the offer quoted by the bidder in figures and the words, the offer quoted in words shall prevail.

4.5. Evaluation Process

ASCDCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

4.5.1 Technical evaluation:

Technical proposals will be evaluated for their compliance of responsiveness to various bid requirements. ASCDCL will carry out a detailed evaluation of the Bids in order to determine whether the technical aspects are in accordance with requirements set forth in the Bid Documents. In order to reach such a determination, the ASCDCL will examine and compare the various technical aspects of the Bids on the basis of the information supplied by the Bidders.

Overall completeness and compliance and deviations from the ASCDCL requirements to the Proposal/conditions. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail will be categorized as non responsive and shall be liable for rejection.

4.5.2 Opening Of Financial Bid and Evaluation

At the end of technical evaluation, ASCDCL shall invite bidders who have been determined as technically qualified, for opening of financial bids. The bidders shall then be requested to attend the opening of Financial Bids. The schedule and venue for opening of financial bids shall be duly intimated to the substantially responsive bidders well in time.

Any other details the ASCDCL may consider appropriate..

4.6. Contacts During Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

5. Award of Contract

5.1. Notification of Award

ASCDCL will notify the successful Bidder in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

5.2. Signing of Contract

- a) After the notification of award, ASCDCL will issue Letter of Award (“LOA”). Accordingly, a contract shall be signed between successful bidder and ASCDCL or the agency designated by ASCDCL. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to ASCDCL. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of LOA.
- b) On receipt of the Performance Bank Guarantee, ASCDCL or the agency designated by ASCDCL shall enter into a Concession Agreement with the successful bidder.

5.3. Performance Bank Guarantee (PBG)

- a) Within fifteen (15) working days from the date of issuance of LOA, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) of INR 12,00,000 (rupees twelve lakhs only) per Package in the name of “The CEO, ASCDCL”. The PBG shall be from a Nationalized Bank in the format prescribed in Schedule F of the Volume II of this RFP, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- b) This Performance Bank Guarantee shall be for INR 12,00,000 (rupees twelve lakhs only) per Package. PBG shall be invoked by ASCDCL, in the event the Bidder:
 - i. fails to meet the overall penalty condition as mentioned in RFP Volume II or any changes agreed between the parties,
 - ii. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of ASCDCL,
 - iii. Misrepresents facts/information submitted to ASCDCL
- c) The performance bank guarantee shall be valid till satisfactory start of Post Implementation Support. The performance bank guarantee may be discharged/returned by ASCDCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- d) In the event of the Bidder being unable to service the contract for whatever reason(s), ASCDCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of ASCDCL under the contract in the

matter, the proceeds of the PBG shall be payable to ASCDCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

5.4. Change in Ownership

By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of its Technical and Financial Capacity and shall, until the 2nd (second) anniversary of the date of operation of the Project, hold equity share capital representing not less than: (i) 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

5.5. Failure to comply with the Terms & Conditions of the RFP

- a) Failure of the successful bidder to comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ASCDCL may award the contract to the next best value bidder or call for fresh bids.
- b) In such a case, ASCDCL shall invoke the PBG and/or forfeit the EMD.

6. Miscellaneous

- 2.7 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Maharashtra in force and as amended from time to time; and the Courts in Aurangabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 2.8 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - 2.8.7 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;
 - 2.8.8 Consult with any Bidder in order to receive clarification or further information;
 - 2.8.9 Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

2.8.10 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.

2.9 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURES

Annexure 1: Bid Covering Letter

Date: dd/ mm / yyyy

To,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Ambedkar Research Center, Near Amkhas Maidan,

Aurangabad-431005

Sub: Request for Proposal RFP for Construction, Operation and Maintenance of Bus Shelters within Aurangabad Area on Design, Build, Finance, operate and Transfer (DBFOT) Basis as part of Aurangabad Smart City Project

Ref: RFP No. dated

Dear Sir,

With reference to your “**Request for Proposal for for Construction, Operation and Maintenance of Bus Shelters within Aurangabad Area on Design, Build, Finance, operate and Transfer (DBFOT) Basis as part of Aurangabad Smart City Project**”, we hereby submit our Pre-qualification bid, Technical Bid and Commercial Bid for the same.

1. I / We, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Concessionaire for the subject 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 the Bid for selection of the Concessionaire, and we certify that all information provided in the Bid and in the Annexures & Appendices, are 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 appointment as the Concessionaire for the aforesaid Project.
4. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we 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, 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:
 - a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I / We do not have any conflict of interest as mentioned in 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 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 this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Concessionaire, without incurring any liability to the Bidders in accordance with the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the work for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. 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 (and/ or the Government of India) in connection with the selection of Concessionaire or in connection with the Selection Process itself in respect of the above mentioned Project.
12. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/we 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.
13. I / We agree to keep this offer valid for 120 (One hundred and twenty) days from the Bid Due Date as specified in the RFP.
14. In the event of my/our firm being selected as the Concessionaire, I/we agree and undertake to provide the services of the Concessionaire in accordance with

the provisions of the RFP and that our team represented by the team leader shall be responsible for providing the agreed services and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that 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 concerning or relating to the Selection Process including the award of the Concession.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 2: Format for Bidder’s Similar Experience

Sr. No	Project Details along with type of Category of the project	Client Details	No. of bus shelters /bus terminals/urban infra projects completed	Payment made for development of Eligible Projects*	Services Provided, No. of years of experience** /revenue details***	Specify Documents enclosed as Proof of Experience
1						
2						
3						
4						

*Clearly bring out the experience details to be reckoned for evaluating the Technical Bid in terms of fulfilment of Qualification Criteria (project development experience) as stipulated in Clause 3;

*The claimed experience shall be supported by (i) Work Orders and certificates, if any, from the Client.

**Clearly bring out the experience details to be reckoned for evaluating the Technical Bid in terms of fulfilment of the Qualification Criteria as stipulated in Clause 3;

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

Annexure 3: Details of the bidder

Sr. No.	Particulars	Details
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Registered office address	
4.	Incorporation date and number	
5.	Service Tax number	
6.	GST number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:	
12.	A statement by the Bidder 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 to be given below (Attach extra sheets, if necessary).	

Annexure 4: Letter for Financial Bid

(on the letter head of the bidder)

To,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

War Room, Ambedkar Research Center, Near Amkhas Maidan,

Aurangabad-431005

Subject: Financial Proposal for Construction, Operation And Maintenance of Bus Shelters at various locations in Aurangabad on Design, Build, Finance, operate and Transfer(DBFOT) basis with Advertising Rights under PPP Mode.

Dear Sir,

Having gone through this Bid document and Draft Concession Agreement and having fully understood the scope of work for the Project as set out in this Bid Document, we are pleased to submit our quote in the form of the Premium to be payable by us to the Concession Authority (ASCDCL).

For implementing the Project, we quote:

1. INR _____ (Rupees in words) as our Premium for Package {1/ 2} [please write only the Package No. for which the Bid is submitted]

and to be paid as per the provisions of the Concession Agreement.

We have reviewed all the terms and conditions of the Bid Document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be, no deviation from the stated terms in the Bid-Documents. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder)

(Signature of Authorized Signatory)

Annexure 5: Power of Attorney for Signing of Bid

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name) _____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us 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 the _____ Project proposed or being developed by Aurangabad Smart City Development Corporation Limited (ASCDCL) (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 Concession Agreement 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 Concession Agreement 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 _____, 20_____

For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Note: **To be submitted in original**

- 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.

- Wherever required, 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 6- Format for Financial Statement

{On Statutory Auditor's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s_____

The average annual turnover of the Company/firm for the three years from_____ is as follows:

Year	Average Annual Turnover (INR)
2015-16	
2016-17	
2017-18	

Annexure 7- Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in the following format in Excel only with the subject capturing the name of the RFP.

Sr. No.	RFP Volume / Section	RFP Page No.	Content in the RFP	Clarification sought

Annexure 8: Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Bidder:

Place:

Date:

To,

The Chief Executive Officer,

Aurangabad Smart City Development Corporation Limited

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Construction, Operation and Maintenance of Bus Shelters within Aurangabad Area on Design, Build, Finance, operate and Transfer (DBFOT) Basis as part of Aurangabad Smart City Project

Ref: RFP No. **dated**

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 9: No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/ RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Design, Technical Specification and other requirements) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date: