



## Request for Proposal

**“SELECTION OF AGENCY FOR  
DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF PRE-FABRICATED/PORTA CABINS AS ON SITE  
PRE-PAID BOOTHS AT VARIOUS LOCATIONS”**



February - 2018

**ATAL INDORE CITY TRANSPORT SERVICES LIMITED**

**30, RESIDENCY AREA, INDORE**

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## **DISCLAIMER**

This RFP is being issued by the ATAL INDORE CITY TRANSPORT SERVICES LIMITED for inviting tenders for “SELECTION OF AGENCY FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (DMSITC) OF PRE FABRICATED/PORTA CABINS AS ON SITE PRE-PAID BOOTHS AT VARIOUS LOCATIONS” on such terms and conditions and for the achievement of the Aims & Objectives of the scope of work set forth in this RFP or that may subsequently be provided to Bidder(s) whether verbally or in documentary form by or on behalf of AICTSL and all other terms and conditions subject to which such information is provided. The information contained in this Request for Proposal document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of AICTSL or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document under E-procurement process and such other terms and conditions subject to which such information is provided. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. While the RFP has been prepared in good faith with due care and caution, AICTSL do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied or referred herein or pertaining to the scope of work. It is not possible for AICTSL to consider investment objectives, financial situation and particular needs of each Bidder who 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 conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. Bidder should carefully examine and analyze the RFP and bring to the notice of AICTSL any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the scope of work, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the work. AICTSL make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Bidder or its representative(s). No representation or warranty is given as to the reasonableness of forecasts or assumptions on which this RFP may be based. Liability therefore, if any, is hereby expressly disclaimed. This RFP includes statements, which reflect various assumptions and assessments arrived at by AICTSL in relation to the Project. This RFP may not be appropriate for all persons, and it is not possible for AICTSL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends 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. AICTSL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. AICTSL 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. AICTSL RFP for “SELECTION OF AGENCY FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (DMSITC) OF PRE FABRICATED/PORTA CABINS AS ON SITE PRE-PAID BOOTHS AT VARIOUS LOCATIONS” may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. The issue of this RFP does not imply that AICTSL is bound to select or appoint Successful Bidder for Project and AICTSL reserves right to reject all or any of Bidders or Bids without assigning any reason whatsoever. 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 AICTSL or any other costs incurred in connection with or relating to its Bid.

# **AICTSL» ATAL INDORE CITY TRANSPORT SERVICES LIMITED, INDORE**

Plot No. : 30, Residency Area, A.B. Road, Opposite M.G.M. College,  
Indore, M.P. Telephone No. 0731-2499888, 2904488

## **SHORT-NOTICE INVITING E-TENDERS**

**AICTSL/2018/NIT/EPROC/No. 254**

**Indore, Date: 31/01/2018**

Atal Indore City Transport Services Ltd. (AICTSL) is a special purpose vehicle in the form of a Public Limited Company set up to operate and manage Public Transport in the city of Indore. AICTSL invites online tenders from reputed agencies/ companies. Important dates for tender processing are as under:-

<b>Name of Work</b>	<b>Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning of Pre-fabricated/ porta Cabins as on Site Pre-paid Booths at Various Locations</b>
<b>Pre-bid date at AICTSL Office</b>	08/02/2018 at 1700 hrs.
<b>Last date for online purchase of E-tender document</b>	13/02/2018 till 1730 hrs.
<b>Last date for online submission of E-tender technical and financial document</b>	14/02/2018 till 1730 hrs.
<b>Last date for submission of hard copy tender with technical bid submission.</b>	15/02/2018 till 1530 hrs.
<b>Earnest money and technical bid will be opened online.</b>	15/02/2018 at 1600 hrs.

1. Tender document purchase, submission, detailed terms and conditions, specification and other eligibility criteria details shall be available on Website:- [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and NIT can be seen only on AICTSL official Website :- [www.citybusindore.com](http://www.citybusindore.com).
2. Cost of tender form **Rs. 5,000/-** (non-refundable).
3. Earnest money deposit **Rs. 50,000/- (Rs. Fifty thousand only)** in the form of DD/FDR in favour of Atal Indore City Transport Services Limited, Indore.
4. The bidder fulfilling the criteria as per NIT are eligible to participate in the tenders.

AICTSL reserves to itself the right to reject any or all the tenders or extend the date and time of its sale, submission or opening under its sole discretion without assigning any reason whatsoever.

**Managing Director**  
**Atal Indore City Transport Services Limited**

**Procedure for participating in the e-tender:**

- i) For participation in e-tendering module for any department, it is mandatory for prospective bidders to get registration on website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) . Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- ii) Tender documents can be purchased only online and downloaded from website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Since the bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- v) For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for delay in issue of Digital Signature Certificate.
- vi) If bidder is going first time for e-tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- vii) Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.
- viii) Bidder must positively complete online e-tendering procedure at [www.mpeproc.gov.in](http://www.mpeproc.gov.in)
- ix) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- x) For any type of clarification bidders can / visit [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and held desk contract no. 18002588684 Mail id : eproc\_helpdesk@mpsdc.gov.in Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- xi) Interested bidders may attend the free training programme in Indore at their own cost. For further query please contact help desk.
- xii) The bidder who so ever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter as well as submit the copy of same in physical form with the offer of particular tender.

## **1. GENERAL**

- a) ATAL INDORE CITY TRANSPORT SERVICES LIMITED, invites sealed Tenders in ‘Two-Bid’ system i.e. Part-I - ‘Techno-Commercial Bid’ and Part-II ‘Financial-Bid’ from the Prospective bidders “Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” in Indore .
- b) Successful Bidders shall be responsible for “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” as defined by AICTSL in “Annexure A”.
- c) “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” as defined in Annexure-“A” and after inspection they may quote the rates. The Financial quote should include all kinds Supply, Transportation, installation and other cost. AICTSL will not pay any other cost to the successful bidder with respect to supply and installation of item.
- d) Prospective Bidder should quote rate for One Single “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth” as specified in Annexure C.
- e) Successful bidder has to “Design, Manufacture, Supply, Install, Test and Commission the Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth” within Three months from the date of Work Order.
- f) The quoted rates shall be valid for 180 days.
- g) AICTSL will settle the Monthly Account of Successful Bidder i.e. the payment against the supplied, installed, Tested and Commissioned Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth in a Calendar month will be paid before First Week of Next Month after the due approval from competent authority and submissions of bills in writing.
- h) The prospective bidders submitting tenders will be considered to have accepted all the terms and conditions and no counter terms and conditions will be accepted.
- i) No enquiries in written or verbal will be entertained with regard to acceptance/rejection of tender. Any attempt on the part of bidders to influence any official/officer of this Organization will disqualify the tender.

## **2. SCOPE OF WORK**

The shortlisted Agency(s)/Vendor(s) shall be responsible for carrying out the activities with respect to “Design, Manufacture, Supply, Install, Test and Commission the Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth” as mentioned in the RFP. The Agency shall be responsible for carrying out the work of “Design, Manufacture, Supply, Install, Test and Commission the Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth” as per the technical specifications mentioned in ANNEXURE B. Pre-Paid booths to be installed at multiple locations provided by AICTSL as per the terms and conditions defined in this RFP for “Design, Manufacture, Supply, Install, Test and Commission the Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth”. The technical specifications, size and all the details of the proposed Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth shall be submitted by the prospective bidders and the same shall be scrutinised by committee of technical members, which shall approve the same in coordination with the Traffic police, whose decision shall be final and binding on the Prospective bidders. The work of all three Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth on the designated locations shall be completed by the agency within stipulated time. The final site on the designated locations of all three Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth shall be finalised by IMC/AICTSL officials in close coordination with the Traffic police, whose decision shall be final and binding on the agency. The probable amount of one Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth has been estimated as approx. Rs. 4.5 Lakhs as per the technical specifications mentioned in the RFP but the same can vary depending on the site conditions as per the requirement during implementation.

## **3. QUALITY ASSURANCE & WARRANTY**

- a) The Successful Bidder shall ensure that all Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths are installed strictly adhere to the Standards specified in the relevant sections of this tender.
- b) The Successful Bidder has to ensure the quality of the Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths supplied and installed.
- c) The Successful Bidder has to ensure that the Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths is done by the trained technicians of the bidder or their Authorized Dealer. Any kind of damaged done to the Pre-Paid Booths shall be the responsibility of Successful Bidder.
- e) The Successful Bidder has to provide minimum warranty of one year for the Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths supplied and installed by them. The warranty has to be against any manufacturing defect.

#### **4. SUBMISSION OF TENDER / BIDDING PROCESS**

- a) The Bidder shall submit Technical Bid online and Hard Copy at the office of AICTSL. Bidder shall submit Financial Bid online. No Hard Copy of Financial Bid shall be submitted. The document shall be submitted at the Office of the CEO, ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore in the sealed cover duly super scribed with Tender for “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” at Indore.
- b) Envelope A: Technical Proposal (to be submitted Online and Offline) for “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” should contain:
  - i. Letter of application.
  - ii. Power of Attorney.
  - iii. Original Tender Document duly signed (on each page) by an authorized representative as a token of acceptance of all terms and conditions
  - iv. EMD (To be Submitted online)
  - v. A self declaration letter from bidders that the party IS NOT Blacklisted from Indore Municipal Corporation or any other government Authorities.
  - vi. Proof of documents showing the experience of supplied, installed, Tested and Commissioned Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths in Public Sector, Private and Govt. sector. Bidder having experience of supply and installation of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths in Public Sector or Govt. sector shall be preferred.
  - vii. Audited Balance sheet, P&L and Income tax return for last 3 financial years.

Note: Financial bid to be submitted only via online.

- c) The bid documents along with updated addendums/ amendments thereto, duly signed by the Bidder through its authorized signatory on all pages shall then be sealed in one outer envelope.
- d) The inner and outer envelopes shall be addressed to CEO, ATAL INDORE CITY TRANSPORT SERVICES LIMITED Indore, and marked as “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations”
- e) If the outer envelope is not sealed and marked as above, AICTSL will assume no responsibility for the misplacement or premature opening of the Bid.
- f) This inner envelop should contain only Techno-commercial Bid with all necessary required document.
- g) The Envelop of Techno Commercial Bid should reach us before the date and time of Opening of Techno-commercial Bid at the office of ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore.
- h) Tender Forms should be duly typed giving full address of the bidders and all pages of the RFP document should be signed with company seal.
- i) Any Proposal received by AICTSL after due date/time as mentioned in RFP will be liable to rejection.
- j) The “Financial Bid” shall only be submitted Online and shall be opened of Technically Qualified bidders on the due date as mentioned in NIT & bidders may attend the Tender opening proceedings, if they desire so.
- k) The Overwriting or alterations will disqualify the tender unless they are legibly attested by the bidders. The rate should be kept valid for 180 days from the date of opening of the Techno Commercial Bids. If the Bidder withdraws his offer before the said date, the earnest money will be forfeited in full. The decision of the AICTSL to this effect shall be final and binding on the bidders.
- l) Bidders shall furnish the information strictly as per the formats given in Bid document and without any ambiguity. AICTSL shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification
- m) All proposals/bids/offers shall be signed by the duly Authorized Signatory of the Bidder. Bidders shall submit a supporting Power of Attorney authorizing the Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
- n) Any individual, firm or company which submits or participates in more than one Proposal for said project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

#### **5. ELIGIBILITY CRITERIA**

The prospective bidders shall be considered as eligible bidder if the bidder fulfils and submits the following with the tender form.

##### **5.1 Technical Criteria:**

ATAL INDORE CITY TRANSPORT SERVICES LIMITED

- a) The prospective bidders should be an Individual firm/ Joint Venture/ Proprietorship/ Private Limited Firm Company incorporated in India.
- b) Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
- c) Bidder can also be Authorised Agency of Manufacturer.
- d) In case of the representative, the representative must attach tender specific authorisation letter from respective manufacturer.
- e) Copy of PAN Card.
- f) The Bidder organization should not have been blacklisted by any Government organization in India. Bidder should submit a self declaration letter for same.
- g) Bidder should have an experience of more than 03 (Three) Years in similar kinds of work and have to submit a proof of same.
- h) The bidder should have supplied installed, Tested and Commissioned minimum of 20 No. Of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths in India in last 3 years (certified by Statutory Auditor)

## 5.2 Financial Criteria:

- a) The bidder should have minimum tangible net-worth of Rs 20,00,000/- (Rs Twenty Lacs Only) in any of the last two financial year (2014-15 or 2015-16)
- b) The bidder should have a minimum annual turnover of Rs. 50 lakhs (Rupees Fifty Lacs only) in any of the last three preceding financial years i.e. 2014-15, 2015-16, 2016-2017.
- c) The bidder should submit Audited Balance Sheet/certified certificates mentioning Net Worth and Turn Over.

Note:

- The Bidder fulfilling any of the above two criteria ie. Either a) or b) shall be considered as Financially Capable.
- Last three financial years shall be reckoned as F.Y. 2014-15, 2015-16, 2016-2017.
- In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in this RFP Document along with all required documents.

## 6. CONTENTS OF BIDS

The Contents of Techno Commercial Bid (Envelop A): This envelope shall contain:-

- a) Firms “Technical” offer seal and signed AICTSL’s tender form, terms and conditions and RFP Document.
- b) Tender Form for the work of “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” as downloaded online from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) under “Live Tender” and Department Name “ATAL INDORE CITY TRANSPORT SERVICES LIMITED” and submit on line duly filled & signed as per the instructions given thereon.
  - i. Detailed NIT, Tender Schedule and other information can also be seen on the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and [www.mybusIndore.in](http://www.mybusIndore.in)
  - ii. Applicants shall be required to deposit online the Tender document fees (Non refundable) and the Earnest Money Deposit (EMD) as mentioned in the DATA SHEET TABLE.

The Financial Bid (Shall be submitted online):

- a) Bidder shall Online Bid the cost of all Pre-Fabricated/Porta Cabin as on Site Pre-Paid Booth on lump-sum basis.
- b) In case of difference between words and figures, highest figure will prevail.
- c) Rates should be quoted EXCLUDING TAXES but currently applicable payable taxes are to be mentioned in Financial Bid.
- d) The rates shall be continuing to applicable for the entire duration of the contract period.

## 7. BIDDERS RESPONSIBILITY

It would be deemed that prior to the submission of Proposal; the Bidder has made a complete and careful examination of:

ATAL INDORE CITY TRANSPORT SERVICES LIMITED



- a) The requirements and other information set forth in this Tender document.
- b) Inspection of the locations. All the sites, existing facilities, encumbrances on every site and structures, access roads and utilities in the vicinity of every site.
- c) All other matters that might affect the Bidders performance under the terms of this TENDER DOCUMENT, including all business potential, risks, costs, liabilities and contingencies associated with the project and that proposals/ bids/offers have been signed by the bidder or the duly authorized signatory of the bidder. AICTSL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this TENDER DOCUMENT will be rejected.

## **8. MODIFICATION OF THE PROPOSAL**

Proposal shall not be modified or withdrawn by the Bidder after the due date and time of submission of the Proposal.

## **9. OPENING OF BIDS**

- a) The Technical bids received shall be opened by a Committee constituted by the ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore on scheduled date. The Financial bid of Technically Qualified bidder shall be opened on line on date and time as mentioned in the RFP document in the presence of the bidders, who choose to attend.
- b) AICTSL reserves the right to reject any Proposal and forfeit the EMD, if
  - i. It is not signed, sealed.
  - ii. The information and documents have not been submitted as requested and in the formats specified in the tender document.
  - iii. There are inconsistencies between the Proposal and the supporting documents.
  - iv. It does not mention the validity period as set out in the relevant Clause.
  - v. It provides the information with material deviations, which may affect the scope or performance of the Project.
  - vi. There are conditions proposed with the Technical and/or Financial Proposals.
- c) A material deviation or reservation is one:
  - i. which affects in any substantial way, the scope, quality, or performance of the Project, or
  - ii. which limits in any substantial way, inconsistent with the TENDER DOCUMENT, AICTSL rights or the Bidders obligations, or
  - iii. This would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

No request for modification or withdrawal shall be entertained by AICTSL in respect of such Proposals.

## **10. EVALUATION OF PROPOSAL**

The evaluation will be done in 2 Stages as explained below:

- a) In stage-I, the EMD and Cost of RFP document, mandatory required documents shall be first checked. Proposals without the appropriate EMD, Cost of RFP document other mandatory documentary will be rejected. Thereafter, online Technical proposal submitted by the Bidders will be opened. All bidders passing stage-I of evaluation shall be treated at par for evaluation of Financial Bids.
- b) The financial bids of only those bidders who have passed in stage-I of the evaluation shall be opened by AICTSL in presence of the nominees of the bidders, if they choose to attend the opening. Bidders shall be ranked L1, L2, L3, etc. in ascending order of their financial offers. The selection will be on the basis of the Lowest Rate Quoted for the said work and bidders shall be ranked L1, L2, L3, etc.
- c) AICTSL would have the right to review the Proposals and seek clarifications where ever necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- d) Financial Proposals of Bidders who do not qualify the Stage-I of evaluation will not be opened.
- e) AICTSL reserves the right to reject any tender if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of the competent authority of AICTSL in this respect shall be final and binding on all bidders.



## 11. ACCEPTANCE OF THE OFFER

- 3.9.1 AICTSL shall issue Letter of Acceptance (LOA) to the successful L1 bidder.
- 3.9.2 The selected bidder is required to send their unconditional acceptance of LOA within seven (7) days from the date of issue of LOA.
- 3.9.3 AICTSL shall retain the right to withdraw the LOA in the event of the selected bidder’s failure to accept the LOA unconditionally within the limit specified in the above clause. In this event, AICTSL shall forfeit the EMD of the selected bidder. Conditional acceptance of LOA will also lead to forfeiture of EMD.

## 12. EXECUTION OF LICENSE AGREEMENT

- a) The successful bidder is required to sign the Contract Agreement within 15 days of conveying their unconditional acceptance of the LOA. But prior to signing of the Contract Agreement, the Bidder must satisfy the following conditions, AICTSL shall not execute the Agreement until these conditions have been satisfied.
- b) In case of failure to sign the Contract Agreement within the stipulated time, AICTSL shall retain the right to cancel the Award and forfeit the bidders EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

## 13 PRE- BID MEETING

- a) A pre-bid meeting shall be held for any clarifications and replies to the queries raised by prospective Bidders on dates mentioned in the NIT at the Office of ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore.
- b) Clarifications, if any, including the text of the relevant questions raised at the Pre Bid Meeting and the responses given thereon shall be conveyed through email or by registered post to those, who would have purchased the RFP Document.
- c) In the event that any Bidder requires any clarification on the RFP, such bidders are expected to send their queries to AICTSL in writing by post, courier at least 24 (twenty four) hours prior to the time of the Pre Bid Meeting in the following format at the Mailing Address to enable AICTSL to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

S.No.	Page No	Clause / Section	Clarification sought by Bidder

Nothing in this section shall be taken to mean or read as compelling or requiring AICTSL to respond to any questions or to provide any clarification to a query. AICTSL reserves the right not to respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if AICTSL in its sole discretion considers that no reply is necessary. No extension of Deadline for Submission of Bids will be granted on the basis or grounds that AICTSL has not responded to any question or provided any clarification to a query.

- d) Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.
- e) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting
- f) AICTSL may, at its sole discretion, extend the Deadline for Submission of Bids. Clarifications of Pre Bid Meeting (if any) shall can be seen of website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and [www.mybusIndore.in](http://www.mybusIndore.in).

## 14. AMENDMENT OF TENDER DOCUMENT

- a) At any time prior to the Last date for its submission, AICTSL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP/TENDER DOCUMENT through the issuance of Addenda. This will be sent in writing to all the Bidders and shall be binding upon them. These will be uploaded on website. Bidders are required to visit website frequently for updates and amendments.

#### 15. PERIOD OF CONTRACT

The period of contract for “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” shall be given to L-1 bidder and period of contract shall be for 03 Months (Three months) commencing from the date of Notice to Proceed after the execution of contract Agreement. However, period of contract may be extendable up to 01 (One) more month with the prior approval of AICTSL on mutual terms & conditions due to unavailability of clear site.

**Bidder shall have the full responsibility till 1 year after the installation of cabins under defect liability period. The performance security shall be returned only after successful completion of 1 year warranty/ defect liability period.**

#### 16. EARNEST MONEY DEPOSIT (EMD)

Applicants shall be required to submit the Earnest Money Deposit (EMD) online through tender portal as mentioned in the Data Sheet. Tenders not accompanied by earnest money are liable for rejection, and shall However the EMD of unsuccessful tenderer(s) shall be refunded only after award of contract to the successful bidder. No interest will be paid on the EMD. The AICTSL reserves its right to make recovery of claims, if any, from the EMD deposited against this tender. Earnest money shall be liable to be forfeited by the MD, ATAL INDORE CITY TRANSPORT SERVICES LIMITED or any other official authorized by the MD, AICTSL on ground if the proposal is withdrawn by the tenderer(s) before opening the tender or within 90 days of the opening of the tender.

#### 17. OFFER VALIDITY

- a) The Proposal shall remain valid for a period not less than One hundred and twenty (180) days from the date of opening of financial bid (Offer Validity Period). AICTSL reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of AICTSL.
- b) A bidder agreeing to the request will not be allowed to modify the proposal, but would be required to extend the validity of its EMD for the period of extension.

#### 18. UNSUCCESSFUL BIDDER

EMD received from all the short-listed unsuccessful bidders after the evaluation shall be returned within a period of 90 (Ninety) days from the date of opening of financial bid, and returned thereafter signing of agreement whichever is earlier, without payment of any interest.

#### 19. DISQUALIFICATION

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- a) Submit the tender document after the date mentioned in RFP Document. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- b) Submit the tender document which is not accompanied by the required documents or is non-responsive.
- c) Failed to provide any clarifications related thereto.
- d) Where the bidder has already submitted the tender document and is a member of Entity which has already submitted the tender document or vice versa. If any member of an Entity is replaced or withdraws, except without prior written permission of AICTSL at any stage.
- e) Violates any other condition mentioned herein before/herein after.
- f) If any such information which would have entitled AICTSL to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, AICTSL reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- g) Where the applicant is a firm or an entity of similar nature, AICTSL may disqualify the entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Entity.
- h) Bidders who canvass or attempt to influence the pre/post- qualification or selection process shall necessarily be disqualified from the process at any stage.

- i) Where the bidder has been declared defaulter or blacklisted by IMC/AICTSL before the date of the opening of the “Techno-commercial” bid.

## **20. REPEATED VIOLATION TO RESULT IN CANCELATION**

For repeated violation of instructions, breach of agreement, AICTSL has the right to cancel the agreement at the risk and cost of the Successful Bidder, including forfeiture of EMD.

## **21. COMPLIANCE OF STATUTORY /LABOUR LAWS/TAXES**

The Successful Bidder shall comply with all the provisions of statutory laws, Labour Laws regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act, 1976, any subsequent amendment thereof and the rules made there under. Successful Bidder will indemnify the AICTSL for any loss and damages suffered due to violation of its provision.

## **22. ALL OTHER LAWS TO BE APPLICABLE**

The Successful Bidder shall comply with all applicable laws of land, including Pollution Control Board guidelines and AICTSL can't be held liable for any change/modification in these laws which adversely affect this tender. No claim or compensation on this account will be entertained.

## **23. FORCE MAJEURE**

Neither AICTSL nor the SUCCESSFUL BIDDER shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, Any of the following events resulting in material adverse effects shall constitute a Force Majeure Event

- a) Earthquake, flood, inundation, landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) Fire caused by reasons not attributable to the Successful Bidder;
- d) Acts of terrorism; and War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- e) Strikes or boycotts, other than those involving the Successful Bidder, its contractors or their employees, agents, etc.; and
- f) Any other similar things beyond the control of the Party except Court Order/Judgment. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the other party may be entitled to, through not being obliged to terminate this agreement by giving a notice of one week to the other party. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, either party may be entitled to, through not being obliged to terminate this agreement by giving written notice to such effect.

## **24. DISPUTES**

- a) All disputes between the successful bidder and AICTSL shall be settled as per the Dispute Resolution procedure elaborated below. During the bidding process no dispute of any type would be entertained. Where AICTSL asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- b) Conciliation

Any dispute or claim arising out of or relating to the License agreement or breach of any terms or conditions of the License Agreement shall first be attempted to be settled by Conciliation as per arbitration & conciliation Act 1996. Except where otherwise provided for in the License Agreement, all questions and disputes arising between the parties pertaining or relating to License Agreement directly or indirectly connected with License Agreement shall in the first place be referred to a sole conciliator to be appointed by Managing Director, ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore. There will be no objections if the conciliator so appointed is an employee of AICTSL. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as an arbitration award. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings. Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given hereafter. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

## 25. ARBITRATION

### a) Arbitration Procedure

If the efforts, to resolve all or any of the disputes through conciliation fail, then such a dispute shall be referred within 30 days from conclusion of conciliation process to a Sole Arbitrator who would be nominated by Managing Director, ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore. The arbitration and conciliation act 1996 as amended from time to time will be applicable. The venue of such arbitration shall be at Indore. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objections if the sole arbitrator nominated or appointed is an employee of AICTSL.

### b) The place of arbitration shall be Indore.

### c) English Language

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

### d) Enforcement of Award

The Parties agree that the decision or award, which shall be a speaking order, resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration and Conciliation Act 1996 subject to the rights of the aggrieved parties to secure relief from any higher forum.

### e) Performance during Arbitration

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made. Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

The courts at Indore shall have the sole exclusive jurisdiction to try all the cases arising out of this agreement.

### f) Notices

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the Managing Director, ATAL INDORE CITY TRANSPORT SERVICES LIMITED, Indore or by his duly authorized representative. Notice shall be addressed as follows:

Add. C.E.O., ATAL INDORE CITY TRANSPORT SERVICES LIMITED,  
IInd, Floor, B Wing, ISBT Campus,  
Dr. Ambedkar Marg, Indore (MP) 462043

If to the SUCCESSFUL BIDDER, at Address as given by Successful Bidder in tender document.

## 26. COMMUNICATION WITH AICTSL

Communication/correspondence to AICTSL will be done by a nodal member of Successful Bidder, throughout the Contract period. Nodal member shall be duly authorized by the Successful Bidder. MD, AICTSL is the final authority for any decision or approval.

## 27. Performance Bank guarantee:

**5 % of the contract amount shall be taken/ considered as performance security in the form of performance Bank guarantee. And shall be returned after the completion of defect liability period. The other rules of performance Bank guarantee under companies act shall prevail.**

**28. PAYMENT CONDITIONS**

<b>S.No</b>	<b>Payments terms</b>	<b>Payment release percentage</b>
1	On design, supply & installation as per the requirement of AICTSL at site.	60 %
2	On satisfactory installation & certificate received from the operator of booths after one month.	25 %
3	On completion of defect liability period for one year.	15 %

Note:

No advance payment shall be allowed in any case. The defective, substandard and contrary to the specifications of instruments/furniture's/items supplied have to be replaced by the supplier at their cost and responsibility.

ANNEXURES

Covering Letter

Dated: .....

To,  
Managing Director,  
ATAL INDORE CITY TRANSPORT SERVICES LIMITED,  
IInd Floor, B Wing, ISBT Campus,  
Dr. Ambedkar Marg, Indore (MP) 462043

Sub: “Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations”

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representation for and on behalf of the bidder in respect of the proposal as per RFP / NIT No..... dated..... issued by AICTSL on.....

For and on behalf of the bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RFP issued by AICTSL, and we agree to sign the Agreement enclosed with the RFP, and we have initialed each page of it to convey our acceptance.
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RFP, including any extension of the proposal validity period as may be agreed by us;
3. That AICTSL may by written notice extend the period of proposal validity period and the proposal attached to this letter and the Bid Security below will remain in full force and be valid for that extended period as per provisions of the RFP;
4. That the Bidder accepts the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations accordingly; and
5. That attached to this letter is the Bid Security along with all other documents and information as required by the RFP.

Seal & Signature of the Authorized Person

Name of Bidder:

Address and contact number:

ANNEXURE-A  
General Information

All Individual firms applying for Expression of Interest are requested to complete the information in this form. Information to be provided for all owners or application that are partnership or individually owned firms.

1	Name of firm	
2	Head Office address	
3	Name of MD/CEO and Contact No.	
4	Contact No:	
5	Mobile No:	
6	Fax No:	
7	Email id:	
8	Place of incorporation	
9	Year of incorporation	
10	Registration Number	
11	Sales Tax/Commercial Tax/ CST nos.	
12	List of major Clients and the size of orders executed	

Structure and Organization

The applicant is: \_\_\_\_\_

- a. an individual
- b. a proprietor firm
- c. a firm partnership
- d. Limited Company or Corporation.



ANNEXURE B:

**TECHNICAL SPECIFICATION FOR THE DESIGN, MANUFACTURE, SUPPLY AND INSTALLATION OF PRE FABRICATED /PORTA CABINS AS ON SITE PRE PAID BOOTHS**

(The design to be approved by IMC/AICTSL – This is the minimum requirement)

**1. PRINCIPAL DIMENSIONS :**

Proposed internal Dimensions:

Length : 16 Feet\*

Width : 10 Feet \*

Height (Clear Head Room) : 8 Feet\*

Permissible Tolerance : +/- 10 mm

\* The Vendor can Propose varied size if cost effective and more functional.

**2. GENERAL DESIGN AND CONSTRUCTION:**

**SHELL, PLATFORM & SKID:**

The Shell Structure shall comprise of sidewalls, end walls and self draining roof. The Pre Paid Booth shall be mounted on a Civil Platform, in vendor scope, with suitable skid arrangement made of two build-up I Sections (200 x 100 x 8 mm thick) having 3 nos. cross members of formed C section (150 x 75 x 8 mm thick). At the end of skid suitable formed section made of steel conforming to IS: 2062 shall be connected. Materials of structural steel members shall conform to IS: 2062 Grade A

**BASE FRAME /FLOOR SYSTEM:**

This under Frame shall support the floorboard of min. 35 mm thick MDF board (weather & borer proof) duly fixed by self tapping screws to 16 G thick steel sheets welded to the base and steel runners. PVC sheet tiles of 2 mm thickness of size 300X300 mm of reputed make shall be laid over the MDF board and bitumen preservative paint is to be applied on the lower side of the board.

**SIDE & END WALLS:**

The sidewalls shall be made of wall posts, corrugated panels and top cant rails. The cladding panels shall be made of min. 1.6 mm thick steel sheet conforming to IS: 1079 Gr. O and be vertically corrugated by means of press forming. It should be continuously welded to top side and base structure. The walls on the internal side shall have the inbuilt folding system for the following:

1. Computer Tables = 1 no. + Printer. And one more working table for the officer.
2. Sitting bench = minimum 7 feet long and 1 ½ feet wide, convertible to sleeping bed, if required.

The wall shall have the provision of suitable exhaust fan for ventilation, and a locker/ Almirah for staff.

**ROOF:**

Self draining roof shall be made of 1.6 mm thick steel sheets conforming to IS: 1079 Grade O, adequately stiffened by roof bows of pressed channel sections of thickness 2.5/3.15 mm with same material specification. The roof shall be having a positive camber allowing water to drain away under static conditions. Sloping Roof with roof tiling effect will be preferred. The roof can extend all sides to provide canopy effect for the outer sides.

**3. SURFACE TREATMENT AND PAINTING:**

The surface preparation of all fabricated steel components shall be done by manual grit blasting to achieve SA-2 quality finish, followed by one coat of zinc based primer and two coats of epoxy paint by air spray method. The under frame and skid shall be painted with bituminous /red lead paint of reputed make. Necessary/markings/logos shall be provided as per the instruction of the M.P. Traffic Police Department.

**4. INSULATION:**

Average 75 mm thick thermal insulation with resin bonded fibre glass wool having density of 16 kg/m<sup>3</sup> and conforming to IS: 8183 shall be provided on the side walls, end walls and roof, with proper fixing arrangement.

**5. INNER PANELING:**

The panelling of side walls and end walls shall be of min 1 mm thick resin bonded plastic decorative laminate sheets fixed on min. 8mm thick commercial quality plywood. The roof panels shall be min. 4 mm thick commercial quality plywood of same specification covered with min. 1 mm thick resin bonded plastic decorative laminate of same quality and design as in the case of inner panels. All wall and roof panels shall be supported by suitable M.S. frame work.

**6. DOORS :**

One steel door at the main entry of the booth shall be provided in the desired location. The overall dimension of the main entry door shall be 2000x1000 mm (H x W). The steel doors shall comprise of a framework of min.3.15 mm thickness (material conforming to IS: 1079 grade O/IS: 2062 Grade A) on which outside cladding of 2 mm thick steel sheets (conforming to IS 1079 Grade O) with two vertical corrugations are fixed. The door shall have 40 mm thick resin bonded fiber glass wool insulation. The peripheral edges of the door shall be provided with rubber seal to prevent ingress of water and dust. The door panel shall be outward opening type with single leaf closing panel. The door shall be provided with manually operating type locking arrangements from both internal and external side. The door shall be provided with steel rain shed made from 2 mm thick sheet (IS: 1079 Gr. O) from outside.

**7. WINDOWS:**

The windows shall be provided in the desired location, to have the clear view of all the sides. The windows shall be horizontal sliding type having maximum possible opening dimensions. The windows shall be decorated by anodized aluminium extruded section fitted with sliding shutter-roof safety glass sheets of clear vision and min. 4 mm thickness. Aluminium/Iron grills made of suitable thickness and section shall also be provided in the windows for safety purpose. The booth shall be provided with steel rain-shed minimum 750 mm made from min. 2 mm thick sheet (IS: 1079 GR. O) from all sides. The front windows shall have the provision of counter at comfortable height for the users to interact and collect the prepaid receipt.

**8. STEPS/STAIRS:**

Suitable fabricated steel steps of shall be provided in each booth for getting inside at main entry door. These shall be made of chequered plates and formed channel sections.

**9. ELECTRICALS:**

PVC insulated copper wire of ISI mark shall be used for the wiring. This wiring shall be done in PVC conduits. As a measure of safety, continuous copper earth wire shall be provided as necessary. 3 pin input sockets of suitable capacity shall be provided, for the proposed 2 computer tables. Concealed type (2 x 36) roof hanging florescent light shall be provided as per the layout arrangements. In addition, four nos. each of 15 Amps and 5 Amps 3 pin sockets shall be provided at suitable locations inside the booth. All the lamps, fans, exhaust fans, plug points etc. shall have independent slash/piano type switches of required rating inside the booth. Wall Hanging fans shall be of Crompton, or equivalent of reputed make. All electrical points & switches shall be of Anchor or equivalent make. Necessary circuit breakers i.e. MCB & ELCB shall be provided. Junction Box shall be provided outside on the booth for Electrical and telephone connections with suitable connectivity inside the booth.

**10. HANDLING AND TRANSPORTATION:**

Necessary arrangement shall be provided at top four corners for safe and easy lifting and transportation of the booth. However, the complete installation of the booths with all facilities fully operational is in the scope of the bidder.

**11. REQUIRED PROVISION:**

A. Mandatory: Front Side 4 sheet canopy shed with civil platform below for the passengers to stand comfortably.

**PROVISION FOR:**

The following facilities are proposed to be accommodated within the booth, hence proper provision is required to be made by the vendor for the following:

Computer 1 no.; Printer 1 no.; UPS for 1 KVA line; P.A. System; Fare List on Display Board; electrical Works fixtures Complete; Almira 1 no.; Table 1 no.; Plastic /Steel chairs 4 no.; Bench 1 no.; Ceiling fan 1 no.; Cooler 1 no.; Storage Rack 1 no. Provision for installation of the Electronic display system showing the various Traffic rules and safety norms. This provision shall be on all sides of the booth, preferably over the roof level.

**Note: These Items, as mentioned here above, are not in the scope of the vendor but the vendor is required to plan and submit the layout plan of these proposed facilities in the booth.**

**Note: The Specification mentioned herein are indicative and the vendor is free to suggest better specification as an option that can be accepted if found to be more functional and cost effective.**

Annexure –C – E-Financial Bid Format

To,  
 Managing Director, AICTSL  
 IInd Floor, B Wing, ISBT Campus,  
 Dr. Ambedkar Marg, Indore (MP) 462043

Sub: Financial Bid for “Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations”

Being duly authorized to represent and act on behalf ----- 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 proposal.

I have read the entire RFP including all the general conditions, in detail and on the basis of my full study of the above. Financial Bid is quoted below:

Particular	Quantity	Per cabin cost in Figures including all taxes	Per Cabin cost in Words including all taxes	Total Amount for 25 cabins (In Figures) including all taxes	Total Amount for 25 cabins (In Words) including all taxes
“Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths”	25				

- In case of difference between words and figures, lower figure will prevail.
- Warranty as per company Norms.
- “Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths” on all three locations shall be completed within 03 months from the date of Work order.
- The above rates shall be continuing to applicable for the entire duration of the contract period.
- The Prototype of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths” shall be get approved by the successful bidder by the IMC/AICTSL officials with the consent of Traffic Police.
- The quantity of no. of booths could be increased or decreased depending upon the requirement.

Seal & Signature of the Authorized Person

Name of Bidder:

Address and contact number:

**Annexure –D - Format for Agreement**

(To be executed on requisite value of stamp Papers)

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between ATAL INDORE CITY TRANSPORT SERVICES LIMITED, THROUGH the Additional CEO, between Indore City Link Ltd., “B” wing, II<sup>nd</sup> Floor, Kushabhau Thakre Inter-State Bus Terminal (ISBT) Campus, Dr. Ambedkar Marg, Near Chetak Bridge, Indore (M.P.) (hereinafter called “the Employer”) of the one part and \_\_\_\_\_ (name and address of the Agency) (hereinafter called “the Agency”) of the other part. WHEREAS the Employer is desirous that work of “Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” should be executed by the Agency viz. Contract No. \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Agency for the execution of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) Letter of Acceptance
  - b) Notice Inviting Tender
  - c) RFP & amendments, if any
  - d) Financial Bid
3. In consideration of the payments to be made by the Agency to the Employer as hereinafter mentioned, the Agency hereby covenants with the Employer to execute the work for “Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/Porta Cabins as on Site Pre-Paid Booths at Various Locations” in Indore as per the conditions laid down in the RFP for the entire contract period.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Agency in the presence of:

Signed for and on behalf of the AICTSL/IMC in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated

Annexure E:

POWER OF ATTORNEY/AUTHORISATION LETTER BY THE BIDDER IN FAVOUR OF DESIGNATED PERSON (S) IN CASE THE BIDDER IS NOT A SOLE PROPRIETOR

TO WHOMSOEVER IT MAY CONCERN

Shri ----- (Name of the Person, domiciled at -----(Address) acting as -----(Designation and name of the firm/ company), and whose signature is attested below, is hereby authorized on behalf of -----(Name of bidder) to negotiate and settle terms and conditions, finalize, approve, sign and execute agreements, documents, endorsements, writings, etc. as may be required by AICTSL for “Selection of Agency for Design, Manufacture, Supply, Installation, Testing and Commissioning (DMSITC) of Pre-Fabricated/ Porta Cabins as on Site Pre-Paid Booths at Various Locations” and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Shri----- )

IN WITNESS WHEREOF, we have hereunto set our respective hands this ----- day of ----- 2017 in the presence of the following witnesses:

Witness 1

Witness 2

Signature-----

Signature-----

Name-----

Name-----

Address -----

Address -----

We hereby ratify and confirm that all acts done by our attorney ----- (name of designated person) shall be binding on us as if same had been done by us personally

2. Any change in the designated person(s) should be informed to Power of Attorney in favour of such person(s).

The bidding firm needs to submit separate Power(s) of Attorneys for each designated person.

along with a similar

Signature ----- [signature of authorised signing officer]

Name ----- [Name of authorised signing officer]

Title ----- [Title of authorised signing officer]

[Name and Signature of the firm/Company]