

September, 2010

**REQUEST FOR QUALIFICATION**

for

**Selection of Bidders for Financing, Operation and Maintenance of City Bus Services in the State  
of Uttar Pradesh**

Issued by:

Urban Development Department,  
Government of Uttar Pradesh

**GLOSSARY**

<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer
<b>Application Due</b>	As defined in Clause 1.1.5
<b>Associate</b>	As defined in Clause 2.2.9
<b>Authority</b>	As defined in Clause 1.1.1
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bid Due Date</b>	As defined in Clause 1.2.3
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bid Validity Period</b>	As defined in Clause 1.2.3
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.2
<b>Conflict of Interest</b>	As defined in Clause 2.2.1
<b>Consortium</b>	As defined in Clause 2.2.1 (a)
<b>Eligible Experience</b>	As defined in Clause 3.2.1
<b>Eligible Projects</b>	As defined in Clause 3.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)
<b>Government</b>	Government of Uttar Pradesh
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.6 (g)
<b>Lead Member</b>	As defined in Clause 2.2.6 (c)
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.4(ii)
<b>PPP</b>	Public Private Partnership
<b>Preferred Bidders</b>	As defined in Clause 1.2.3
<b>Project/(s)</b>	As defined in Clause 1.1.1
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in Clause 1.2.2
<b>RFQ</b>	As defined in the Disclaimer
<b>Project Company</b>	As defined in Clause 2.2.6
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)

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

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## **DISCLAIMER**

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project/(s). Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder for the Project/(s) and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

## 1. INTRODUCTION

### 1.1 Background

1.1.1 The Government of Uttar Pradesh (the “**Authority**”) has decided to undertake improvement of city bus services in major cities of Uttar Pradesh for improving the available public transportation services. As part of this endeavour, the Authority has decided to undertake financing, operation and maintenance of city bus services in seven selected cities of Uttar Pradesh, viz. Agra, Allahabad, Kanpur, Lucknow, Mathura, Meerut and Varanasi (singly the “**Project**” and cumulatively “**Projects**”) through Public-Private Partnership (“**PPP**”) route. The Authority has incorporated in total six special purpose vehicles (singly the “**Project Company**” and cumulatively “**Project Companies**”), one each for the cities of Lucknow, Kanpur, Allahabad, Meerut and Varanasi and one jointly for Agra & Mathura city, and seeks to select a strategic partner who will hold 76% of the equity of each Project Company. The Uttar Pradesh State Road Transport Corporation (“**UPSRTC**”), and/or the Municipal Corporation of the respective city, and/or the development authority will hold the balance 24% of the equity of each Project Company. UPSRTC will procure and transfer the buses to the Project Company for operating the city bus services. The Authority will issue an order pursuant to Section 66(3)(n) of the Motor Vehicles Act, 1988, exempting the Project Companies from the requirement of obtaining permits for operating passenger bus services in the relevant cities under the Motor Vehicles Act, 1988. The Project Company will be required to operate the buses on fixed routes notified by the Authority, and will have the right to determine and collect fares from passengers.

Consequently, the Authority has decided to carry out the bidding process for selection of **the Bidder/(s)** to whom the Project/(s) may be awarded.

A snapshot of the Projects is provided below and detailed subsequently in Appendix VI.

**Table 1: Overview of Projects**

<b>City/Location</b>	<b>Total Number of Buses</b> <i>(Details of different category of buses comprising the fleet are available in Appendix VI)</i>	<b>Estimated Cost (Rs. Crores)</b>
Agra & Mathura	260	67
Allahabad	150	40
Kanpur	300	76
Lucknow	300	88
Meerut	150	43
Varanasi	150	39

# The Estimated Cost details for the Projects are indicative.

The Authority intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2 The selected Bidder will undertake to execute the share subscription and shareholder agreement (“**SSSA**”) with the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto, to purchase 76% of the equity of the Project Company.
- 1.1.3 The scope of work will broadly include financing, operation and maintenance of the bus services in each of the respective locations.
- 1.1.4 Indicative capital cost of the Projects (the “**Estimated Project Cost**”) will be revised and specified in the Bidding Documents of the Project/(s). The assessment of actual costs, however, will have to be made by the Bidders.
- 1.15 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

## 1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder/(s) for award of the Project/(s). The first stage (the "Qualification Stage") of the process involves qualification (the “Qualification”) of interested parties/consortia who will make an Application in accordance with the provisions of this RFQ (the "**Applicant**", which expression shall, unless repugnant to the context, include the Members of the Consortium) for financing, operating and maintaining the city bus services in one (1) or more cities.

Prior to making an Application, the Applicant shall pay to the Authority a non-refundable sum of Rs 50,000 /-(Rupees Fifty thousand) as the cost of the RFQ process. At the end of this stage, the Authority expects to announce a short-list of qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the “Request for Proposals” or “RFP”).

- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. The Bidders will be required to fulfil Technical Criteria and Financial Criteria to be shortlisted for qualifying for the Bid Stage for the Financing, Operation and Maintenance of City Bus Services in Uttar Pradesh. If the Bidder seeks to apply for more than one location, then the Financial Criteria for the Bidder increases to the amount that is specified in the table provided in the section titled “Financial Capacity” (Refer Section 2.2.2 (B)).
- 1.2.3 The Bidders will be called upon to submit their financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by the Authority (collectively the "**Bidding Documents**"). The Bidding Documents for the Project/(s) will be provided to every Bidder on payment of an amount that will be indicated in the RFP document. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”). In the Bid Stage, the Bidders will be allowed to review the RFP and other documents as prepared by the Authority for all the locations. Contingent on their eligibility they can submit their financial offers for one or more locations. In the event the Bidder submits bids for multiple locations, they will be required to indicate their

preference/priority amongst the locations for which they have submitted their Bids. Based on the evaluation methodology of the RFP, a bidder will be declared as the “**Preferred Bidder**” for one or more locations. The number of Project Companies for which the Authority will sign the SSSA with the Preferred Bidder will depend on the financial capability of the Bidder as determined under the provisions of this RFP.

An illustrative is provided below. For the purpose of the illustrative it is assumed that the Bidder has been pre-qualified to bid for 3 locations.

Location	RFP Result	Priority *
Agra & Mathura	Preferred Bidder	1
Allahabad	Not successful	2
Kanpur	Not successful	3
Lucknow	Preferred Bidder	4
Meerut	Preferred Bidder	5
Varanasi	Not successful	6

\* *The Bidders decide the priority to be given to a location.*

As per this illustration, the Authority will sign the SSSA with the Bidder for the Project Companies in Agra, Lucknow and Meerut.

- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (the amount of the bid security will be indicated in the RFP document), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security, if any required under the Concession Agreement. The quantum of the Bid Security and Performance Security will depend on the number of locations for which the Bidder has submitted a bid and for the number of locations for which the Bidder will sign the SSSA with the Authority. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee as per the format that will be provided in the RFP document and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Generally, one Bidder from the Bidders short-listed through the first stage process (as provided in this RFQ) shall be the selected through the RFP stage (the second stage of the Bid Process) and the remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the selected Bidder in case such selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the selected Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.6 During the Bid Stage, Bidders are invited to examine the Project/(s) 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 Project/(s).

- 1.2.7 As part of the Bidding Documents, the Authority will provide a draft SSSA, project/ feasibility report and other information pertaining/ relevant to the Project/(s) available with it.
- 1.2.8 The bidding criteria that will be indicated in the RFP document shall constitute the sole criteria for evaluation of Bids. The Project/(s) shall be awarded to the Bidder/(s) that are selected in accordance with the bid process and evaluation criteria as would be specified in the RFP Document (the second stage of the Bid Process) for the respective Project.
- 1.2.9 The Project Company shall be entitled to determine and collect fares from passengers using the city bus services, in accordance with Applicable Law.
- 1.2.10 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.11 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFQ for Financing, Operation and Maintenance of City Bus Services in Uttar Pradesh".

### 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

NO.	EVENT DESCRIPTION	DATE
1.	Last date for receiving queries/ confirmation of bidders for attending the pre-application conference	1500 hrs, 14th September, 2010
2.	Pre-Application Conference	1500 hrs, 20th September, 2010
3.	Authority response to queries latest by	1500 hrs, 27th September, 2010
4.	2 <sup>nd</sup> Pre-Application Conference	1500 hrs, 30th September, 2010
5.	Application Due Date	1500 hrs, 6th October, 2010
6.	Announcement of short-list	1500 hrs, 11th October, 2010

## 2. INSTRUCTIONS TO APPLICANTS

### A. General

#### 2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project/(s).

#### 2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- a. The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project/(s). However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
  - b. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have such a Conflict of Interest shall be disqualified. Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
    - i. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25%(twenty five per cent) of its paid up and subscribed capital; 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 section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1 (b), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
    - ii. a constituent of such Applicant is also a constituent of another Applicant; or
    - iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy,

- grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
- vi. such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project/(s).

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

- c. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project/(s) is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project/(s). For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project/(s).

*Explanation:* In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

- A. Technical Capacity for financing, operating and maintaining city bus services:  
For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have experience in operation and management of a fleet of at least 50 (Fifty) buses/trucks providing public carriage services or contract carriage services for goods and/or passengers.
- B. Financial Capacity: For demonstrating financial capability (the “**Financial Capability**”), the Applicant shall have:
  - i. Minimum Average Net worth of Rs. 5,00,00,000( Rs. Five Crores only) in the last three financial year immediately preceding the Application Due Date;  
The Applicant will be eligible to bid for one or more cities/locations if it meets the net worth criteria as specified in the following table. It should be noted that the Networth criteria specified in the following table should be fulfilled by the Applicant in each of the three financial years immediately preceding the Application Due Date

NO. OF LOCATIONS BID FOR	NET WORTH REQUIREMENT
1	Rs. 5,00,00,000 ( Rs. Five Crores only)
2	Rs. 10,00,00,000 ( Rs. Ten Crores only)
3	Rs. 15,00,00,000 ( Rs. Fifteen Crores only)
4	Rs. 20,00,00,000 ( Rs. Twenty Crores only)
5	Rs. 25,00,00,000 ( Rs. Twenty Five Crores only)
6	Rs. 30,00,00,000 ( Rs. Thirty Crores only)

And

- ii. Positive Net Cash Accruals in each of the past 3 (three) financial years preceding the Application Due Date.

In case of a Consortium, the combined financial capacity of the Members shall be computed in proportion of the equity commitment made by each of them for investment in the Project Company for fulfilling the Networth criterion. However each member of the consortium individually, will be required to have positive Net Cash Accruals for each of the past 3 (three) financial years preceding the Application Due Date.

2.2.3 In case of a Consortium, the Lead Member shall at all times till the completion of a period of 2 (two) years from the date of commercial operation of the Project, continue to hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity of the Project Company.

2.2.4 The Applicant shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s)/ supporting documents from the concerned client(s) or relevant authorities specifying the capacity of the bus/truck services and its period of operation during the past 5 years in respect of the projects specified in Clause 2.2.2(A). In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- ii. certificate(s) from its statutory auditors specifying the net worth and net cash accruals of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth and net cash accruals conforms to the provisions of this Clause 2.2.4 (ii).

For the purposes of this RFQ, net worth (the “Net Worth”) shall mean:

*In case of Companies registered under the Indian Companies Act 1956, Net worth shall be defined as:*

*(Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + accumulated losses).*

For the purpose of this RFQ, Net Cash Accruals shall mean:

*In case of Companies registered under the Indian Companies Act 1956, Net Cash Accruals shall be defined as: (Profit after tax + Depreciation).*

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.2.6 Where the Applicant is a single entity, it will be required to execute the SSSA and implement the Project/(s). In case the Applicant is a Consortium, it shall comply with the following additional requirements:
- a. Number of members in a consortium shall not exceed 5 (five);
  - b. the Application should contain the information required for each member of the consortium;
  - c. members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall continue to hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity of the Project Company. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
  - d. the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
  - e. an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
  - f. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    - i. convey the intent to execute the SSSA with the Authority to purchase 76% of the equity of the Project Company in case the Project/(s) is awarded to the Consortium;
    - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
    - iii. commit the minimum equity stake to be held by each member in Clause 6.1 of the “Joint Bidding Agreement” provided in Appendix IV of this RFQ;
    - iv. commit that the Lead Member shall at all times till the completion of a period of 2 (two) years from the date of commercial operation of the Project continue to hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity of the Project Company
    - v. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Project Company in relation to the Project/(s); and
  - g. except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 2.2.7 Any entity which has been barred by the Central or 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 Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

- 2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.
- 2.2.9 In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capability of their respective Associates would be eligible as mentioned below:

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

For purposes of determining the Financial Capability in this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the direct ownership of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

Authorization for use of such technical or financial capability shall have to be provided from its Associate (s) as per Appendix V.

- 2.2.10 The following conditions shall be adhered to while submitting an Application:
- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
  - b. information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
  - c. in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
  - d. in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.
- 2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant,

it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **2.3 No Change in composition of the Consortium**

The Authority shall not permit any change in the composition of a Consortium during the Qualification State.

### **2.4 Number of Applications and costs thereof**

2.4.1 No Applicant shall submit more than one Application for the Project/(s). An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

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

### **2.5 Site visit and verification of information**

Applicants are encouraged to submit their respective Applications after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

### **2.6 Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the RFQ;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- d. agreed to be bound by the undertakings provided by it under and in terms hereof.

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

### **2.7 Right to accept or reject any or all applications/ Bids**

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. 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.

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to match the Bid of the Preferred Bidder/ submit their Bids in accordance with the RFP; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the SSSA, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA or execution of the SSSA, and if the Applicant has already been issued the LOA or has executed the SSSA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the SSSA or under applicable law.

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

## **B DOCUMENTS**

### **2.8 Contents of the RFQ**

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Invitation for Qualification**

- |            |                            |
|------------|----------------------------|
| Section 1. | Introduction               |
| Section 2. | Instructions to Applicants |
| Section 3. | Criteria for Evaluation    |
| Section 4. | Fraud & Corrupt Practices  |
| Section 5. | Pre Application Conference |
| Section 6. | Miscellaneous              |

## **Appendices**

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Letter of Authorization for use of Technical or Financial capability of the Associate (s)
- VI. Description of Projects

### **2.9 Clarifications**

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.10 Amendment of RFQ**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.
- 2.10.3 In order to afford the applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **C PREPARATION AND SUBMISSION OF APPLICATION**

### **2.11 Language**

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

purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

## **2.12 Format and signing of Application**

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

2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

## **2.13 Sealing and Marking of Applications**

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copies of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- i. Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- ii. Power of Attorney for signing the Application as per the format at Appendix-II;
- iii. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- iv. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- v. if applicable, the Authorization for use of Technical or Financial capability from its Associate(s) in the format provided in Appendix-V;
- vi. copy of Memorandum and Articles of Association, if the Applicant is a body corporate;
- vii. copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and

Each of the envelopes shall clearly bear the following identification:

"Application for Qualification: Financing, Operation and Maintenance of City Bus Services in the State of Uttar Pradesh"

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

Mr. Surya Prakash Mishra  
Special Secretary to Govt. of UP  
Urban Development Department  
Room No. 830/831, Babu Bhawan,  
U.P. Secretariat, Lucknow-01

Phone: 0522-2236938,  
Fax No: 2238493 (F)

E-MAIL ADDRESS: [ssecup.urbandev@up.nic.in](mailto:ssecup.urbandev@up.nic.in)  
[s.ramakrishna@ifsiindia.com](mailto:s.ramakrishna@ifsiindia.com)

2.13.4 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 Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **2.14 Application Due Date**

2.14.1 Applications should be submitted on or before 1500 hrs, 10th September, 2010 IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.15 Late Applications**

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

## **2.16 Modifications/ substitution/ withdrawal of Applications**

No Application shall be modified, substituted or withdrawn by the Applicant after the submission of the Application.

## **D EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Applications**

2.17.1 The Authority shall open the Applications at 1600 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.

- 2.17.2 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.3 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.4 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project/(s) is subsequently awarded to it on the basis of such information.
- 2.17.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for the purpose of considering the project in evaluation of whether the Bidder is meeting the technical requirement.
- 2.17.7 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for the purpose of meeting the technical requirement. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants 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 Application, 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 Tests of responsiveness**

- 2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:
- a. it is received as per format at Appendix-I.
  - b. it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
  - c. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;

- d. it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- e. it contains all the information and documents (complete in all respects) as requested in this RFQ;
- f. it contains information in formats same as those specified in this RFQ;
- g. it contains certificates and other documents in the formats specified at Appendix-I of the RFQ for each Eligible Project;
- h. it contains an attested copy of the receipt for payment of Rs. 50,000 /- (Rupees Fifty thousand only) to Authority towards the cost of the RFQ document;
- i. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6 (f);
- j. it does not contain any condition or qualification; and
- k. it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

## **2.20 Clarifications**

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

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E QUALIFICATION AND BIDDING**

### **2.21 Short-listing and notification**

After the evaluation of Applications, the Authority would announce a list of shortlisted pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### **2.22 Submission of Bids**

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project/(s). The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project/(s). The Applicants are therefore advised to visit the site and familiarise themselves with the Project/(s) by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

**2.23 Proprietary data**

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

**2.24 Correspondence with the Applicant**

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

- 3.1.1 Only those Applicants who meet the minimum eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
- a. Technical Capacity; and
  - b. Financial Capacity

#### **3.2 Technical Capacity for purposes of evaluation**

- 3.2.1 Subject to the provisions of Clause 2.2, the following experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "Eligible Projects"):
- Project experience on Eligible Projects in financing, operation and management of a bus/truck service providing public carriage services or contract carriage services for goods and/or passengers, with a minimum fleet of 50 buses/trucks that qualify under Clause 3.2.3.
- 3.2.2 Eligible Experience shall be considered only for Eligible Projects.
- 3.2.3 For a project to qualify as an Eligible Project:
- a. The Applicant should have undertaken the operation and management of the claimed project experience during the 5 (five) financial years immediately preceding the Application Due Date;
  - b. the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- 3.2.4 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

- 3.2.5 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

#### **3.3 Details of Experience**

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due Date.
- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-III of Appendix-I.
- 3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-V of Appendix-I.

**3.4 Financial information for purposes of evaluation**

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Applicant must establish the minimum Net Worth and Net Cash Accruals as specified in Clause 2.2.2 (B), and provide details as per format at Annex-IV of Appendix-I.

**3.5 Short-listing of Applicants**

- 3.5.1 Each Applicant's response to RFQ shall be checked for compliance with the submission requirements set forth in this RFQ before the evaluation of response to RFQ is taken up.
- 3.5.2 The Applicants shall be short-listed based on the minimum technical and financial criteria as specified in Clause 2.2.2.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the SSSA 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (c) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of SSSA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the SSSA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-APPLICATION CONFERENCE**

- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the Authority's website [www.urbandevelopment.up.nic.in](http://www.urbandevelopment.up.nic.in) should submit a Demand Draft of Rs. 50,000 /- (Rupees Fifty thousand only) towards the cost of document, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate subject to three day prior confirmation from the date of conference by the Applicant and production of authority letter from the Applicant.
- 5.2 During the course of Pre-Application conference, the Applicants 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.

## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Applicant in order to receive clarification or further information;
  - c. pre-qualify or not to pre-qualify any Applicant and/ or to consult with any applicant in order to receive clarification or further information;
  - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
  - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## 7. APPENDIX I: Format for Application

### 7.1 ANNEX I: Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

Dated:

To,  
Mr. Surya Prakash Mishra  
Special Secretary to Govt. of UP  
Urban Development Department  
Room No. 830/831, Bapu Bhawan,  
U.P. Secretariat, Lucknow-01

Sub: Application for pre-qualification for Financing, Operation and Maintenance of City Bus Services in the State of Uttar Pradesh

Dear Sir,

1. With reference to your RFQ document dated .....<sup>s</sup>, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project/(s). The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project/(s), and we certify that all information provided in the Application and in Annexes I to VI is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the [financing, operation and maintenance] of the aforesaid Project/(s).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
  - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 (b) and 2.2.1 (c) of the RFQ document;

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<sup>s</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project/(s), without incurring any liability to the Applicants, in accordance with Clause 2.17.5 of the RFQ document.
  9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
  10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project/(s) or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
  14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ; we shall intimate the Authority of the same immediately.
  15. The Statement of Legal Capacity as per format provided at Annex-VI in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.
  16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project/(s) and the terms and implementation thereof.
  17. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
  18. I/ We certify that in terms of the RFQ, my/our Networth is Rs..... (Rs. in words).

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

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)  
Name and seal of the Applicant/ Lead Member

Date:

Place:

## 7.2 ANNEX-II: Details of Applicant

1.
  - a. Name:
  - b. Country of incorporation:
  - c. Address of the corporate headquarters and its branch office(s), if any, in India:
  - d. Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project/(s):
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-Mail Address:
  - g. Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
  - a. Name:
  - b. Designation:
  - c. Company
  - d. Address:
  - e. Phone Number:
  - f. E-mail Address
  - g. Fax Number:

5.	<p>In case of a Consortium:</p> <ol style="list-style-type: none"><li>a. The information above (1-4) should be provided for all the Members of the Consortium.</li><li>b. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (f) should be attached to the Application.</li><li>c. Information regarding the role of each Member should be provided as per table below:</li></ol>
----	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6 (d)} <sup>\$</sup>	Percentage of equity in the Consortium {Refer Clauses 2.2.6 (a), (c) & (f)}
1.			
2.			
3.			
4.			
5.			

\* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with clause 4 at Appendix V.

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

**Name of Applicant / member of Consortium**

No.	Criteria	Yes	No
1.	Has the Applicant/constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

4.	A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):
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<sup>\$</sup> All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

**7.3 ANNEX-III: Technical Capacity of the Applicant@**

*(Refer to Clause 2.2.2 (A) and 3.3. of the RFQ)*

Applicant type <sup>#</sup>	Member Code*	Project No.	Experience		
			Location	Capacity (buses/trucks)	Date of Commissioning
(1)	(2)	(3)	(5)	(6)	(7)
Single entity Applicant		A			
		B			
		C			
		D...			
Consortium Member 1		1a			
		1b			
		1c			
		1d..			
Consortium Member 2		2a			
		2b			

Applicant type <sup>#</sup>	Member Code*	Project No.	Experience		
			Location	Capacity (buses/trucks)	Date of Commissioning
		2c			
		2d...			
Consortium Member 3		3a			
		3b			
		3c			
		3d...			
Consortium Member 4		4a			
		4b			
		4c			
		4d...			
Consortium Member 5		5a			
		5b			
		5c			
		5d...			

<sup>@</sup> Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3 (b). In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

<sup>#</sup> An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

\* Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Management Member, OM means Other Member.

\*\*Refer Annex-V of this Appendix-I. Add more rows if necessary.

For conversion of US Dollars to Rupees, the rate of conversion will be the daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

#### 7.4 ANNEX-IV: Financial Capacity of the Applicant

(Refer to Clauses 2.2.2 (B), 2.2.4 (ii) and 3.4 of the RFQ)

(In Rs. crore<sup>\$\$</sup>)

APPLICANT TYPE <sup>\$</sup>	MEMBER CODE <sup>£</sup>	NET WORTH <sup>£</sup>			NET CASH ACCRUALS		
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 1 (9)	Year 2 (10)	Year 3 (11)
(1)	(2)						
Single entity Applicant							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
<b>TOTAL</b>							

#### Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
  - a. reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. In case of companies registered under the Indian Companies Act 1956, Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth in case shall of Companies shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accumulated losses).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (f) of the RFQ document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth and net cash accruals of the Applicant and also specifying the methodology adopted for calculating such net worth and net cash accruals in accordance with Clause 2.2.4 (ii) of the RFQ document.

## 7.5 ANNEX-V: Details of Eligible Projects

(Refer to Clauses 2.2.2 (A), 3.2 and 3.3 of the RFQ)

**Project Code:**

**Member Code:**

<b>Item (1)</b>	<b>Refer Instruction (2)</b>	<b>Particulars of the Project (3)</b>
Title & nature of the project		
Name of the Company		
Registration details of the Organization		
Member Code	4	
Project Type	5	
Company Executing the Project along with the relationship of the Applicant with the Company	6	
Location	7	
Project Cost	8	
Date of commencement of project/contract		
Date of completion/commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	15	

### **Instructions:**

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc. and so on.
3. A separate sheet should be filled for each Eligible Project.

4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Management Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Type of Project, BOO, BOOT, BOLT, Self Ownership, etc.
6. Name of the Company that has executed the college / hospital project. The relationship of the company executing the project with the Applicant is required to be mentioned i.e. Self or Associate.,
7. Complete address of the project.
8. Provide the estimated capital cost of Eligible Project.
9. For the project claimed for the purpose of meeting the technical criteria, the date of commissioning of the project, upon completion, should be indicated.
10. For the project claimed for the purpose of meeting the technical criteria, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3) with supporting proof as indicated in point 12.
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Applicant’s statutory auditor<sup>\$</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.
13. It may be noted that in the absence of the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project for the purpose of meeting the technical requirement.

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<sup>\$</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

**7.6 ANNEX-VI: Statement of Legal Capacity**

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

Ref. Date:

To,  
Mr. Surya Prakash Mishra  
Special Secretary to Govt. of UP  
Urban Development Department  
Room No. 830/831, Bapu Bhawan,  
U.P. Secretariat, Lucknow-01

Dear Sir,

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

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

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

**8. APPENDIX II: Power of Attorney for signing of Application**

*(Refer Clause 2.2.5)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son / daughter / wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid pursuant to the RFQ for “Selection of Bidder for Financing, Operation and Maintenance of City Bus Services in the State of Uttar Pradesh” dated \_\_\_\_ (Project/(s)) being developed by the Government of Uttar Pradesh (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications 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 SSSA 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/(s) and/ or upon award thereof to us and/or till the acquisition of the Authority’s shareholding in the Project Company is completed in accordance with the SSSA.

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

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

For  
.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

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

**9. APPENDIX III: Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.2.5)*

Whereas the Government of Uttar Pradesh (“the Authority”) has invited applications from interested parties pursuant to the RFQ for “Selection of Bidder for Financing, Operation and Maintenance of City Bus Services in the State of Uttar Pradesh” dated \_\_\_\_\_ (the “Project/(s)”).

Whereas, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project/(s) in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project/(s), and

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

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

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

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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



## 10. APPENDIX IV: Joint Bidding Agreement

*(Refer Clause 2.13.2)*

*(To be executed on Stamp paper of appropriate value)*

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

### AMONGST

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

AND

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

AND

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

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... / (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

5. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... / (hereinafter referred to as the “Fifth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}<sup>§</sup>

The above mentioned parties of the FIRST, SECOND, {THIRD, FOURTH and FIFTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

### WHEREAS,

- A. [ The Government of Uttar Pradesh ] (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Qualification No. .... for Selection of Bidder for Financing, Operation and Maintenance of City Bus Services in the State of Uttar Pradesh, dated ..... (the “RFQ”) for pre-qualification and short-listing of bidders for development and operation/ management of bus service Project/(s) (the “Project/(s)”) through public private partnership.
- B. The Parties are interested in jointly bidding for the Project/(s) as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project/(s), and

---

<sup>§</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 5 (five).

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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

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

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

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project/(s), then the Parties shall execute the SSSA with the Authority in the form provided by the Authority, to purchase 76% of the equity of the Project Company.

**4. Role of the Parties**

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the SSSA when the acquisition of the shareholding in the Project Company is completed;
- b. The responsibilities/ obligations of the Parties of the SECOND, {THIRD, FOURTH and FIFTH} PART are as specified below:

PARTY	OBLIGATIONS
Party of the SECOND Part	
Party of the THIRD Part	
Party of the FOURTH Part	
Party of the FIFTH Part	

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project/(s) and in accordance with the terms of the RFQ, RFP and the SSSA.

**6. Shareholding in the Project Company**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

{Fifth Party:}

6.2 The Parties undertake that Lead Member shall at all times till the completion of a period of 2 (two) years from the date of commercial operation of the Project, continue to hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity of the Project Company.

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

## **7. Representation of the Parties**

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the acquisition of the Authority's shareholding in the Project Company is completed in accordance with the SSSA. However, in case the Consortium is either not pre-qualified for the Project/(s) or does not get selected for award of the Project/(s), the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

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

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

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

FOURTH PART

(Signature)

(Name)

(Designation)

(Address)

**Notes:**

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s)

and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**11. APPENDIX V: Format of the Letter of Authorization for use of Technical or Financial capability of the Associate (s)**

*(The Letter of Commitment shall be on the letterhead of the Associate Company whose Financial Capability is proposed to be evaluated for the Proposal for Qualification.)*

*(The Letter of Commitment shall be on the letterhead of the Associate Company whose Technical Capability is proposed to be evaluated for the Proposal for Qualification.)*

Date:

To,

Mr. Surya Prakash Mishra  
Special Secretaty to Govt. of UP  
Urban Development Department  
Room No. 830/831, Bapu Bhawan,  
U.P. Secretariat, Lucknow-01

Sir,

**Sub: Proposal for Qualification for [\*\*\*Name of the Project\*\*\*\*]**

This has reference to the Proposal for Qualification being submitted by .....[Name of the Applicant]....., in respect of the [.....Name of the Project.....] in response to the RFQ Document issued by ...[Name of the Authority]....., on ....[Date of RFQ].....

We hereby confirm the following:

1. We ...[name of Associate Company]....., have examined in detail and have understood and satisfied ourselves regarding the contents in respect of the following:
  - a. The RFQ Document;
  - b. All the subsequent communications between The Authority and the Applicant, represented by \_\_\_\_\_(name of the Applicant); and
  - c. The Proposal for Qualification being submitted by \_\_\_\_\_ (name of the Applicant).
2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (here give a brief description of the role for which the strength has been offered for evaluation) providing services as specified in the Proposal for Qualification. If \_\_\_\_\_ (name of the Applicant) is awarded the Project/(s), we shall perform our role as outlined in the Proposal for Qualification to the best of our abilities.
3. We declare that we are the Holding Company of the Applicant (Lead Consortium Member in case of Bidding Consortium) and that our equity participation in the paid up capital of the Applicant (Lead Consortium Member in case of Bidding Consortium) is ..... %. (Holding Company to enclose proof for the same in form of Annual Report / Certificate from Registrar of Companies or equivalent statutory authority.)
4. We declare that we are the Affiliate Company of the Applicant (Consortium Member in case of Bidding Consortium) and the equity participation in the paid up capital of the Applicant (Consortium Member in case of Bidding Consortium) is ..... % or the equity participation in the paid up capital by our common Holding Company (i.e. Holding Company of the Applicant or the Affiliate as the case may be) is ..... %. (Affiliate

Company to enclose proof for the same in form of Annual Report / Certificate from Registrar of Companies or equivalent statutory authority.)

*(delete Point 3 or 4 as applicable)*

5. We undertake to support \_\_\_\_\_ (name of the Applicant for which the Letter of Commitment is being furnished) in respect of the roles \_\_\_\_\_ (briefly define the roles of the Applicant for which the strength has been offered for evaluation) as detailed in the Proposal for Qualification being submitted by \_\_\_\_\_ (name of the Applicant).
  
6. We therefore request the Authority to consider our strengths, our experience and our track record as specified in the Proposal for Qualification pursuant to the conditions specified in the RFQ Document, for the purposes of evaluation of the Proposal for Qualification.

For and on behalf of :

Signature :

-----  
(Authorised Signatory)  
*Managing Trustee/MD/CEO of the Associate Company*

Name of the Person :

Designation :

## 12. APPENDIX VI: Description of Projects

### Background:

Ministry of Urban Development (MoUD), Govt. of India, has sanctioned 1310 numbers buses as under JnNURM scheme to improve the City Bus Service in seven cities of Uttar Pradesh viz. Lucknow, Agra, Allahabad, Kanpur, Mathura, Meerut and Varanasi.

Table -1: Details of city wise sanctioned Buses

S. No.	City	Total Buses	Mini/ Midi Bus	900 mm	650 mm	400 mm Non AC	400 mm AC
1	Lucknow	300	125	90	40	30	15
2	Kanpur	300	150	100	30	10	10
3	Allahabad	150	60	60	20	10	
4	Agra	200	75	75	30	10	10
5	Mathura	60	60				
6	Meerut	150	40	70	30	10	
7	Varanasi	150	70	50	20	10	
<b>Total</b>		1310	580	445	170	80	35

As per JnNURM guidelines, the capital cost of the sanctioned buses is funded jointly by Govt. of India, Govt. of Uttar Pradesh and Uttar Pradesh State Road Transport Corporation. Table-2 (below) shows the Funding pattern for purchase of buses.

Table -2: Funding Pattern

Particulars	%age Share
Govt. of India	50%
Govt. of Uttar Pradesh	20% Plus Taxes
UPSRTC	30%
<b>Total</b>	<b>100 %</b>

The objective of this initiative is two-fold. First, it will provide better bus services to the existing public transport users including (mini buses, tempo etc). Second, reducing the number of motorized trips in the city as improved bus services will attract a significant amount of such trips.

To be able to effectively implement the project, an alternate and robust institutional arrangement is essential. In the line with government of India guidelines, it is proposed to set up a single agency that would coordinate all public bus services in the city so that there is an integrated service. In this direction Govt. of Uttar Pradesh (UP) has approved the incorporation of six Special Purpose Vehicles (SPVs), one each for the cities of Lucknow, Kanpur, Allahabad, Meerut and Varanasi and one jointly for Agra & Mathura city. The details of each SPV is given in Table-3

Table -3: Details of each SPV and city under each SPV

Serial No	SPV Name	City Name	No of Buses
1	Agra- Mathura City Transport Services Limited	Agra & Mathura	260
2	Allahabad City Transport Services Limited	Allahabad	150
3	Kanpur City Transport Services Limited	Kanpur	300
4	Lucknow City Transport Services Limited	Lucknow	300
5	Meerut City Transport Services Limited	Meerut	150
6	Varanasi City Transport Services Limited	Varanasi	150

The Urban Development Department, Govt. of Uttar Pradesh intends to select Strategic Partner for each of the SPV, through competitive bidding process, who shall pick up equity of 76% in each of the SPV which shall manage and operate the city bus operations. The buses procured will be transferred to each of the SPV as rolling asset for operating the city bus services. The book value of the buses for the transfer of asset would be as determined as per the laws on the subject which includes, amongst others, the straight line method of depreciation. Along with the buses, the loan component/ borrowing for the financing of the buses as availed by UPSRTC would be transferred/ assigned to the SPV as the debt. The strategic partner, having taken the equity, in effect would have taken over the debt liabilities assigned to the SPV. As a strategic partner, there after the decision to pay off the debt/ to

retain the debt or restructuring of the debt equity ratio would purely be the corporate decision of the SPV. However, it must be appreciated that the loan component being transferred to the SPV vis a vis the bus as an asset is fractional. With regard to the operational revenue and expenditure, the SPV will be required to operate the buses on routes notified by the Authority, and will have the right to determine and collect fares from passengers in accordance with Applicable Law.

### **City wise Details:**

#### **Allahabad**

Allahabad is situated at the confluence of the rivers Ganga and Yamuna, and is amongst the oldest cities in India. The Census of India 2001 has considered the city of Allahabad in three regions namely the Municipal Corporation of Allahabad (MCA), the city outer growth (OT) and the Allahabad Cantonment (CB) with total population size of 10,42,229. However the municipal area of the city is approximately 82 sq.km and has a population of 975,393. The city of Allahabad devoid proper public transport system. In the absence of an efficient public transportation system in the city has led to operation of intermediate public transport (private vehicles) which operates from different parts of the city. Major intra-city trips are catered to by the 3-wheelers (shared-tempo) which operate on 13 routes within the city. The three-wheeler is the major cause for pollution and congestion within the city. Lack of parking spaces and absence of defined stops leads to traffic jams. Cycle rickshaws constitute a major mode of transport within the city where the tempo routes are not present.

Currently Uttar Pradesh State Road Transport Corporation (UPSRTC) is the public transport service provider in the city. In addition to the UPSRTC, private operators are also operating mini buses in the city. The mini-buses operating in the city need to be upgraded as old vehicles adds to frequent breakages and increase in vehicular pollution in the city. These do not have proper terminal facilities or amenities.

Taking into cognizance of these facts, Government of Uttar Pradesh has taken initiative for introducing city bus services in the city of Allahabad under

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 150 buses for the Allahabad city under JnNURM. Following table gives the details of different types of buses approved by MoUD for Allahabad city.

Table -4: Details of Buses Sanctioned for Allahabad City

Sr. No.	Category of Bus	Number of Buses	Details of the Bus
1	Deluxe	10	Fully Built Low floor 400 mm Floor Height Non AC Diesel buses
2	Semi Deluxe	20	Fully Built Semi Low floor 650 mm Floor Height Non AC Diesel buses
3	Ordinary	60	Diesel BS III 900 mm Floor Height
4	Mini Bus	60	Diesel BS III Mini Bus
Total		150	

### **Kanpur**

Kanpur, situated on the bank of holy river Ganga, is the largest city of the State of Uttar Pradesh and is main centre of commercial and industrial activities with population size of 2,551,337 as per 2001 census. The city formerly known as Manchester of the country is now also called the commercial capital Uttar Pradesh. Kanpur, over the previous decades, grew mostly along the river Ganga, GT Road and the two major railway lines meeting at the Gumti crossing. The city, at present, has been developing in the north-eastern and south-western directions. The CBD in the north central part is characterized by mixed commercial and transport related activities. The city has a large number of small scale and major industries including chemical, leather, textile, woolen, and engineering, as well as strategic units of defence' goods production. Besides this, it is also an important education centre. All these factors contribute to a large number of work and education trips which are carried out on the City road network.

An unprecedented growth of motor vehicles has resulted in a host of traffic problems in the city. There were 5.4 lakh motorized vehicles registered in Kanpur till March 2006. Two wheelers share constituted 84 percent of the total registered vehicles. As against a skeletal fleet of buses and mini buses, a large proportion of public transport demand is catered by about 1,000 tempos plying in different routes, and even on arterial roads in the city. Currently 18 city routes are being operated by UPSRTC in Kanpur city with fleet size of 39 standard buses. In addition to these, 145 private buses are also operational. However this public transport system is neither effective, nor adequate, the traffic volumes on the roads due to increased use of personalized and IPT modes cause heavy congestion, accidents, reduced average speed, etc. Haphazard development, narrow streets, congested junctions; unorganized parking has all created hindrance to the smooth flow of the traffic.

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 300 buses for the Kanpur city under JnNURM. Following table gives the details of different types of buses approved by MoUD for Kanpur city.

Table -5: Details of Buses Sanctioned for Kanpur City

Sr .No.	Category of buses	No. of Buses	Details of the Bus
1	Mini Bus	150	Mini buses with 6-8 mt. length
2	Ordinary buses	100	Buses of 830+/- 100 mm floor height
3	Semi Deluxe	30	Buses of 650 mm floor height
4	Deluxe Non AC	10	Buses of 400 mm floor height
5	Super Deluxe AC	10	Buses of 400 mm floor height fitted with air conditioning system
Total		300	

### Lucknow

Lucknow, the capital of India's most populous state, Uttar Pradesh and one of the emerging metro of India, known for its cultural extravaganza and many splendors located on the bank of river Gomati. Lucknow is also known as city of Nawabs. Lucknow Urban Agglomeration (LUA) became a million-plus city in 1981. Lucknow Urban Agglomeration includes area under Lucknow Municipal Corporation (LMC) and also the Lucknow Cantonment (LC). As per census 2001 the population of the Lucknow Urban Agglomeration is 22.46 lakh.

Uttar Pradesh State Road Transport Corporation (UPSRTC) is providing the public bus transportation service in the city with a fleet of 220 buses. 120 buses are operated within the municipal limits through 17 routes and are being operated by Lucknow Metropolitan Transport Service (LMTS) catering only some of the developed colonies of the city and passes through the centre of the city. Remaining 100 buses are operating on the suburban routes. In the absence of a proper public transport system, many other modes of transport have emerged in the city. Cycle rickshaws are commonly used for short distance commuting, while other modes of transport include three-wheeled scooters (capacity to seat 6-7 passengers) and four-wheeled jeeps (capacity to seat 10-12 passengers).

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 300 buses for the Lucknow city under JnNURM. Following table gives the details of different types of buses approved by MoUD for Lucknow city.

Table -6: Details of Buses Sanctioned for Lucknow City

S.R No	Category of buses	No. of Buses	Details of the Bus
1	Mini Bus	125	Mini buses with 6-8 mt. length
2	Ordinary buses	90	Buses of 830+/- 100 mm floor height
3	Semi Deluxe	40	Buses of 650 mm floor height
4	Deluxe Non AC	30	Buses of 400 mm floor height
5	Super Deluxe AC	15	Buses of 400 mm floor height fitted with air conditioning system
Total		300	

### Varanasi

Varanasi the holy city is one of the most sacred pilgrimage places situated on the banks of river Ganga. Varanasi is the City of Ghats of Holy Ganges famous for its religious and spiritual heritage. The city has witnessed organic growth, leading to dense residential-cum-commercial and religious settlements. The present area under Municipal Corporation of Varanasi (MCV) jurisdiction is 79.79 sq. km. with a population of 12,02,443 as per 2001 census. The mixed traffic with large number of slow moving traffic mainly rickshaws on the city roads causes heavy congestion, reduced average speed, etc. Haphazard development, narrow streets, congested junctions; unorganized parking has all created hindrance to the smooth flow of the traffic. The existing public transport system available for performing inter-city trips mainly consists of buses operated by private operators. The intra-city travel within the city is primarily through mini buses, tempos, auto rickshaws and cycle rickshaws.

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 150 buses for the Varanasi city under JnNURM. Following table gives the details of different types of buses approved by MoUD for Varanasi city.

Table 12-7: Details of Buses Sanctioned for Varanasi City

Sr. No.	Category of buses	No. of Buses	Details of the Bus
1	Mini Bus	70	Mini buses with 6-8 mt. length
2	Ordinary buses	50	Buses of 830+/- 100 mm floor height
3	Semi Deluxe	20	Buses of 650 mm floor height
4	Deluxe Non AC	10	Buses of 400 mm floor height
Total		150	

### Agra

The city of Agra is situated on the Western Bank of river Yamuna on National Highway (N.H-2) at about 200 Kms from Delhi in the state of Uttar Pradesh. Agra is ranked amongst the most outstanding historic cities in the world and certainly the best known tourist destination in India. The city boasts three World Heritage Sites namely – the Taj Mahal, Fatehpur Sikri and Agra Fort. Agra is geographically located at 27°12' North latitudes and 78°12' East longitudes. Agra forms an important regional urban center. The population of Agra city is 12.75 lakh as per Census 2001 with a decadal growth rate of 30.37 per cent. The population projection for the year 2021 has been taken as 22.69 lakhs. The administrative limits of the Nagar Nigam Agra encompass an area of 141.0 sq. km with a population density of about 9,043 persons per sq. km. as per 2001 census. Agra is basically a commercial city. The major part of its industrial activity is in the form of small-scale and household industries.

Agra at present does not offer good intra-city public transportation to local and floating population. The Intermediate Public Transport (IPTs) contributes to major share in catering to the travel demand of the city. They include mechanized (3-wheeler auto-rickshaw's and Vikrams), and non-mechanized (cycle-rickshaw) modes. The average occupancy of the CNG driven 3-wheelers is about 5 per trip. The average daily utilization is about 100 kms at an efficiency of 20 km/litre of CNG. The other motorized IPTs are 'Vikrams', which carry about 10 passengers per trip. Both 3-wheeler and Vikram have dedicated routes of operation, but due to lack of enforcement, they ply anywhere in the city.

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 200 buses for the Agra city under JnNURM. Following table gives the details of different types of buses approved by MoUD for the Agra city.

Table -8: Details of Buses Sanctioned for Agra City

<b>Sr. No.</b>	<b>Category of buses</b>	<b>No. of Buses</b>	<b>Details of the Bus</b>
1	Mini Bus	75	Mini buses with 6-8 mt. length
2	Ordinary buses	75	Buses of 830+/- 100 mm floor height
3	Semi Deluxe	30	Buses of 650 mm floor height
4	Deluxe Non AC	10	Buses of 400 mm floor height
5	Super Deluxe AC	10	Buses of 400 mm floor height fitted with air conditioning system
Total		200	

### **Mathura**

Mathura UA comprises of Mathura NPP and Mathura Cantonment. The agglomeration is situated along the western banks of the river Yamuna, downstream of Delhi at 27° 35' North and 78° 12', East. The city is bounded by Govardhan, Chaumuha, Mant, Vrindavan, Raya, Baldeo and Farah. Mathura is also a transport node for the agglomeration and district, by both rail and road. The population of Mathura Agglomeration is 3.23 lakhs as per 2001 census with a decadal growth rate of 35.30%. Being primarily a pilgrim city as the birth place of Lord Krishna, religious tourism generates the economic base of Mathura.

The city does not have any city bus service. Autos, Chhakadas, and cycle rickshaws mainly cater to public transport in the city. Around 70 buses are being operated by UP Roadways (Mathura depot) for suburban operations. Around 364 trips are being made per day by these buses, of which around 60 trips alone are to and from to Agra city. It carries more than 12,000 passengers per day. The UP Roadways (Mathura depot) operates from two bus stations within the city. A new bus station has also been developed near Mandi cross roads.

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 60 Mini buses for the Mathura city under JnNURM.

## Meerut

Meerut city, the head quarter of Meerut District, situated 70 km from Delhi, has been a place of historical, cultural and administrative importance. Meerut district is the part of upper Ganga-Yamuna doaba, which lies between 28° 47' and 29° 18' north latitudes and between 77° 7' and 78° 7' east longitudes. On the north it is bounded by Muzaffarnagar district; in the south by Bulandshahar district while Ghaziabad and Baghpat districts form the southern and western limits. As per 2001 Census the population of Meerut is 11.61 Lakhs. Meerut is an important commercial centre of west of Uttar Pradesh state. Many business centre and market centers for food grains, textile and garment, fruits and vegetables are thriving in Meerut. The increase in population rate during the decade of 1991-2001 was 37.8%.

The city of Meerut is primarily driven by private modes; public transport is primarily governed by Auto Rickshaws though local city buses ply on certain designated routes. In order to cater to a large demand of intercity passenger movement, nine bus routes are operational and licenses have been issued according to the private operators. Tempo – Taxi, a seven seater vehicle is also visible in the city of Meerut. Auto Rickshaws also ply in city of Meerut but are confined within the municipal limits of the city. It is estimated that about 13-15% of the total trips in the city are performed by the available public transportation modes which is far below the desired share of public transport.

Ministry of Urban Development Department (MoUD) Govt. of India has approved a bus fleet of 150 buses for the Meerut city under JnNURM. Following table gives the details of different types of buses approved by MoUD for the Meerut city.

Table -9: Details of Buses Sanctioned for Meerut City

Sr. No.	Category of buses	No. of Buses	Details of the Bus
1	Mini Bus	40	Mini buses with 6-8 mt. length
2	Ordinary buses	70	Buses of 830+/- 100 mm floor height
3	Semi Deluxe	30	Buses of 650 mm floor height
4	Deluxe Non AC	10	Buses of 400 mm floor height
5	Super Deluxe AC	-	Buses of 400 mm floor height fitted with air conditioning system
Total		150	

