

ODISHA STATE ROAD TRANSPORT CORPORATION
PARIBAHAN BHAWAN, SACHIBALAYMARG, UNIT-II,
BHUBANESWAR-751001, ODISHA, INDIA

No. 155
TCP-47/2014

Dt. 22-03-2022

EXPRESSION OF INTEREST (Eoi)

**Selection of Agencies for Bus Body Building and Repair Services for
Odisha State RoadTransport Corporation (OSRTC)**

1. Odisha State Road Transport Corporation (OSRTC) invites Expression of Interest from Agencies for the above mentioned purpose. Please refer the Eoi document for details.
2. The Eoi document shall be available from Dt.25.03.2022 onwards in www.osrtc.in web portals. **Further intimation (i.e., Corrigendum/ Addendum/ Responses to the queries/Clarifications) shall be uploaded in the above website only.**
3. Applicants are required to submit duly filled proposal as per the prescribed formats on or before Dt.27.04.2022 by 03:00 PM. The proposals received shall be opened at 04:00 PM on 27.04.2022.
4. In case of any queries / clarifications, applicants may contact +91-9437258959 or +91-9439815611 or e-mail at osrtc@nic.in.
5. OSRTC reserves the right to accept or reject Eoi process without assigning any reason thereof.

By order of Chairman-cum-Managing Director

R. Chandra 22/3/22
General Manager (Admn.)
OSRTC, Bhubaneswar



Expression of Interest (Eol)

**Selection of Agencies for Bus Body Building and
Repair Services**

Eol No. 155 Dated 22.03.2022

Issued By

**Odisha State Road Transport Corporation (OSRTC)
Paribahan Bhavan, Sachivalaya Marg, Unit-II
Bhubaneswar-751001, Odisha**

Eol inviting Agencies for Providing Bus Body Building and Repair Services

Contents:

Disclaimer.....	3
1 Invitation for Proposal.....	4
Schedule of Bidding Process.....	4
2 Introduction.....	5
2.1 Background:.....	5
2.2 Brief Description of Bidding Process:.....	5
2.3 Eol Clarification:.....	5
2.4 Scope of Work, Service Requirements including Technical Parameters.....	6
3 Instructions to Bidder.....	16
3.1 General Terms of Bidding:.....	16
3.2 Acknowledgement by Bidder:.....	16
3.3 Cost of Bidding:.....	17
3.4 Verification and Disqualification:.....	17
3.5 Amendment of Eol:.....	18
3.6 Proprietary data:.....	18
3.7 Language, Format and Signing of Proposal:.....	18
3.8 Validity of Eol:.....	21
3.9 Confidentiality:.....	21
3.10 Correspondence with Bidder:.....	21
3.11 Earnest Money Deposit (EMD):.....	21
4 Evaluation of Eol Proposals.....	23
4.1 Eol Evaluation Committee.....	23
4.2 Overall Evaluation Process.....	23
4.3 Pre-Qualification Proposal Criteria.....	24
4.4 Selection Procedure:.....	26
4.5 Evaluation of Financial Bid:.....	26
4.6 Selection of Bidder.....	27
4.7 Contacts During Bid Evaluation.....	26
4.8 Signing of Contracts:.....	27
4.9 Failure to agree with the Terms & Conditions of this EOI:.....	27
4.10 Performance Bank Guarentee:.....	27
4.11 Commencement of Agreement:.....	28
4.12 Proprietary Data:.....	28
ANNEXURES.....	29
Annexure I:Covering Letter (On the Letterhead of the applicant).....	30
Annexure II:Request for Clarification.....	31
Annexure III:Eligibility Checklist.....	32
Annexure IV:Organization Set Up.....	35
Annexure V:Financial Status.....	36
Annexure VI:Technical Manpower Availability.....	38
Annexure VII:Quality Assurance Measures Availability.....	39
Annexure VIII:Power of Attorney (on Stamp paper).....	40
Annexure IX:Non-blacklisting declaration.....	41
Annexure X:Self-declaration for Non-Performance.....	42
Annexure XI:Factory Area, Plant & Machinery Details.....	43
Annexure XII:Working Experience & Production Capacity.....	45

Eol inviting Agencies for Providing Bus Body Building and Repair Services

Disclaimer

The information contained in this Expression of Interest(the "Eol") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Odisha State Road Transport Corporation (OSRTC) or any of its employees or advisors are provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor invitation by OSRTC to the prospective Bidder or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this Eol. This Eol may not be appropriate for all persons, and it is not possible for OSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. Assumptions, assessments, statements, and information contained in this document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this document and obtain independent advice from appropriate sources.

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

OSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. OSRTC 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 document.

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

1 Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites proposal for empanelment of firms in **Bus Body Repair/ Mechanical Repair** having their own workshops equipped with modern technology and facilities for fabrication of All types of bus bodies, along with A.C. plant & accessories including Body and Accident repair. Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the Eol Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete Eol document has been published on <https://osrtc.in> for the purpose of downloading. The downloaded Eol document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, bidder can contact **+91-9437258959** or **+91-9439815611**, **Email: cmdosrtc@gmail.com**

- (i) Selection procedure shall be adopted as stipulated in this Eol.
- (ii) Bidder(s) (authorized signatory) shall submit their proposal for eligibility and technical evaluation process. Eol document fee and EMD fee should be paid as per instructions provided in the Eol document.
- (iii) Bidder(s) are requested to submit the complete Eol response proposal, well advance in time to avoid any other unforeseen problems.

Schedule of Bidding Process

#	Particulars	Details
1	Publication of Eol Notice	25.03.2022
2	Uploading of Eol document in OSRTC website	25.03.2022
3	Last date for pre-Eol queries Submission	31.03.2022 (05:00 PM)
4	Publication of Pre-Eol Clarification	06.04.2022
5	Last date for proposal Submission	27.04.2022 (03:00 PM)
6	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
7	Date and time for opening of proposals	27.04.2022 (04:00 PM)
8	Date and time for Commercial Proposal release	-To be intimated-

2 Introduction

2.1 Background:

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC is engaged in bus transportation operation in 264 routes and at present OSRTC has 598 Buses of various make and models. As a sole State Transport Undertaking (STU), Odisha State Road Transport Corporation (OSRTC) sworn to provide a well-functioning, attractive, competitive, integrated, and safe public transport system with superior amenities and passenger facilities for all users along with preservation of good order and safety for public. For a better public convenience and to upkeep OSRTC fleet, OSRTC intends to empanel Bus Body Repair/ Mechanical Repair firms/agencies through this Expression of Interest (EoI). **Financial proposal as per the prescribed format will be asked only from the shortlisted/empanelled bidders.**

Bidders shall be a manufacturer of Bus Bodies for a minimum of last 5 years and should be the manufacturer of AC deluxe/Luxury coaches bus bodies for minimum 2 years and preferably fabricated Deluxe Bus Bodies of minimum three Government departments/PSUs. Bidders should confirm adequate availability of spare parts for the Buses of OSRTC. The bidder should have facilities and equipment for AC Bus Bodies for minimum two OEM's (Original Equipment Manufactures/Vehicle Manufacturers) for last 2 years.

EoI proposals (validity of EoI shall be for 180 days) are invited for a period of **3 years* (it can be extended for additional 2 years after satisfactory completion of the 3rd year of business from the date of issue of the work order)** from a Company (the "Single Entity") incorporated under (Indian) Companies Act, 1956/ 2013. The proposal shall be accepted as per the terms and conditions attached. OSRTC intends to empanel Bidder(s) through an open competitive bidding process in accordance with the procedure set out herein.

2.2 Brief Description of Bidding Process:

2.2.1 OSRTC has adopted a two Stage Bidding Process (collectively referred to as the "Bidding Process") for empanel of the Service Provider. The selection process involves Pre-qualification of interested Bidders, Technical Qualification in accordance with the provisions of this EoI. Financial proposal as per the prescribed format will be asked only from the shortlisted/empanelled bidders.

2.2.2 The Applicant shall pay to OSRTC a non-refundable sum of INR 10,000/- (Rupees Ten Thousand only) + GST (18%), as 'Document Fee'.

2.2.3 In terms of the EoI, a Bidder will be required to deposit, along with the proposal, Document Fee & Earnest Money Deposit (EMD).

2.3 EoI Clarification:

2.3.1 Bidder requiring any clarification on the EoI may send in their queries to cmdosrtc@gmail.com on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably.doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website www.osrtc.in

2.3.2 OSRTC shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, OSRTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing shall be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.

Eol inviting Agencies for Providing Bus Body Building and Repair Services

2.3.3 OSRTC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by OSRTC shall be deemed to be part of the Eol Documents. Verbal clarifications and information given by OSRTC or its employees or representatives shall not in any way or manner be binding on OSRTC.

2.3.4 In case of any clarification/ queries, the person to be contacted is as under:

The General Manager (Admin.)
Odisha State Road Transport Corporation,
Paribahan Bhavan, Sachivalaya Marg, Unit-II,
Bhubaneswar-751001, Odisha

2.4 Scope of Work, Service Requirements including Technical Parameters

The selected firms have to build/ repair the damaged bus of any model within 30 days of receipt of damaged bus/ Bus at the plant. A team of officers appointed by OSRTC will inspect the buses and after approval the repaired bus will be accepted for it's daily operation. Before that the Firm should look into the following fields:

Sr · N o.	Name/ type of services	Contract period	Location
1	General Design: The structures of Bus bodies with Bus repair, Metal treatment, Passenger seats, Ventilators, Doors, and Windows of the bus should be checked and repaired, well as well as the body mountings.	3 Years(Extendable on year-to-year basis subject to assessment of the performance of the Service Provider)	
2	Under frame structure: The under frame and super structure shall be suitably designed to carry dense crush load of passengers with full seating capacity. With this, Structure Reinforcements, Roof Sticks should be maintained or repaired well.		
3	Flooring Structure: After making complete structure true and square and welding properly, the structure flooring is to be laid down with 15 mm compressed chequered plywood 15mm thick. And good quality min. 2 mm Vinyl flooring, Pillars shall be properly mounted on the floor structure.		
4	Panelling: This should include Side Exterior Panelling, Rood Exterior Panelling, Rear Exterior Panelling, Front shows Panelling etc		
5	Electrical/ Mechanical Systems: AC vents, Cables, Switch Boards, All Lights, Battery System, Main Supply		
6	Graphics & Protection Treatments: It should include Rubbers, Exterior Paints, Interior Paints, LOGO graphics etc.		
7	Additional Services as per the Work Order		

Eol inviting Agencies for Providing Bus Body Building and Repair Services

If firm fails to produce bus complete in all respect for inspection within 30 days, penalty shall be imposed on the firm from 31st day onwards as below:-

Sr. No.	Delay in Completion (in Days)	Penalty (In Rs.)
1	From 1st to 7th day	500/- Per day per bus
2	From 8th day to 30th day	1000/- Per day per bus
3	From 31st day & beyond	3000/- Per day per bus

2.4.1. Pre- Delivery Conditions:

The Corporation shall handover Bus to the firm after execution of this Agreement and completion of the following formalities:

- a. That the firm agrees to receive the Bus at OSRTC Depots at listed locations for repair or body work.
- b. It has been further agreed that the firm will get the insurance cover at his own cost for the entire period for which the Bus would be retained in his factory against fire, theft, flood, rebellion, riots, accidents and undue exposure of weather or otherwise for the full cost. In case the Bus remains with the firm at his factory after expiry of the insurance period then the Firm will be liable to get the insurance cover obtained prior to the expiry of the said policy. Factory Insurance shall be glary i.e. till Bus are kept in factory for fabrication fault, the firm would be fully liable for any damage to Bus/ bus body if any and at the same time, firm would also be liable to pay Rs. 100/- per day per Bus to the corporation on account of such default.
- c. The firm agrees that he has fully understood the drawings and broad specifications given to him for the purpose of fabrication of bus bodies and that the bus bodies are to be fabricated according to drawings and broad specifications given to him and that no further clarifications are needed. However, in case firm feels that some clarifications are required, and then he shall obtain the same in writing before taking the delivery of the Bus.
- d. It shall be the entire responsibility of the firm to lift the Bus from corporation's premises as per given Bus upliftment schedule. If firm fails to lift the Bus as per given schedule, penalty shall be imposed on firm as below: -

Sr. No.	Delay in Lifting of Bus (In Days)	Penalty (In Rs.)
1	From 1st to 7th day	500/- Per day per bus
2	From 8 th day to 30 th day	1000/- Per day per bus
3	From 31 st day & beyond	3000/- Per day per bus

Eol inviting Agencies for Providing Bus Body Building and Repair Services

2.4.2. Inspections:

- A. The Corporation shall inspect the bus bodies under fabrication as per schedule stipulated. The Inspecting Authority shall have right to suggest the modification in fabrication work while pointing out the defects in the workmanship. Further, if Inspector notices the material other than what has been specified is used then the same shall be replaced by the Firm on the insistence of the corporation's representative, at the firm's cost.
- I. The first stage inspection shall be after the completion of the framework i.e. completes structure with truss panel, which includes verification of broad structural dimensions as per specifications and quality of workmanship, mainly welding and alignment of the structure.
 - II. The 2nd and final stage inspection shall be final inspection of finished bus painting, interior decoration, seat fixing, shutter, water leakage test etc. etc.
 - III. Surprise inspection will be made at any stage.
 - IV. Firm shall make a written request to the Authorized Representative of corporation for the inspection of aforesaid stages as per schedule meant.
 - V. The local and outside firms located within 350 Km's. of us shall intimate by at least 3 working days in advance before the proposed inspection date.
 - VI. The firm located at a distance of more than 350 Km's. from us shall intimate tentatively at least by 7 working days in advance before the proposed inspection date, subject to the confirmation of the same by the firm with a margin of at least 3 working days. If the firm fails to respond to the tentative inspection call given by him and does not offer the vehicle for inspection as per programme such an act of omission shall be viewed against him.
 - VII. After the approval of first stage inspection, the firm will proceed further for the next stage working. The corporation reserves the right to point out any defect in the material used, workmanship, quality of stores used etc. at any stage and the firm shall abide by the advice of the Inspecting Authority which will not be challengeable on the grounds that the said defects were not pointed during the earlier inspections.
- B. The following inspection schedule is indicated for the guidance of the firm:

Sr. No.	Stages of Development	Date lines
1	First Stage	Within 15 days from the date of receipt of bus at the plant of Firm
2	2 nd & Final Stage	15 days time i.e. final finishing should be done within 30 days

In case progress of bus body fabrication or repair of the firm is found unsatisfactory and stage inspections are not expected to be completed as per stipulated time schedule given above, corporation shall be at liberty to cancel the allotment made for which the Bus had not been lifted, if any.

- C. As regards verification of the genuine material used as specified, during fabrication or repair stages of bus bodies would be done on the basis of material purchases bills produced by the firm, simultaneously by collecting the samples of material used in fabrication or repair at different stages by the inspector(s). The sample(s) collected shall be got tested for which testing facilities are available in Odisha. On failure report of samples of testing charges shall be recovered from the bills of firm and simultaneously penalty of material used in that lot of buses fabricated or repair by the firm shall be recovered.
- D. Whenever for any material BIS/IS, ASRTU or any other specifications have been prescribed in the broad specifications provided by us besides tolerance and other technical conditions, the same will be applicable for the material used for the bus body fabrication and the said

Eol inviting Agencies for Providing Bus Body Building and Repair Services

material must necessarily conform to such parameters as may be specified.

- E. The bus bodies shall be fabricated in accordance with the broad specifications given in the tender documents for using high quality standard material as per general technical specification enclosed in **Clause 2.4.8**, which will form a part of agreement. The decision of the corporation in this regard shall be final and binding upon the Firm. In case the Corporation does not approve the material, the same shall be rejected and shall be required to be replaced by the firm as per directions of the corporation. Any loss caused to the firm as a consequence of such rejection or replacement shall be entirely to the firm's account and for this the firm shall have no right to claim or challenge the decision of the corporation.
- F. The authorized representative of the corporation shall be at all reasonable times have the access to the firm's premises and shall have the authority to inspect and examine the material used and the workmanship of the bodies as and when required

2.4.3. Payments:

2/3 payment of (Bus Body, AC unit along with & accessories including Body) through RTGS will be made after satisfactory inspection of the bus once the vehicle (complete in all respect) has been delivered to OSRTC and balance 1/3 to be paid after 3 months from the date of delivery of the vehicle to ensure proper execution of Service Level Arrangement. However, the bank charges if any shall be debited to the firm's account. However, if the firm does not submit the necessary documents related to above payments within prescribed time as required, the responsibility for the same shall devolve on the firm.

A certificate from the Authorized Representative shall in no way render free or relieve the contract for any loss, injury or damage, which may result from the use of improper material or workmanship or omission in the workmanship which might have escaped the attention of the Authorized Representatives of the Corporation. The firm shall be liable for the replacement of the improper material used attending to the defective workmanship by the firm.

2.4.4. Delivery Schedule:

- A. The firm shall give consent for accepting the Bus and to fabricate or repair the specified bus as per specifications approved by Corporation and deliver the same within a period of 30days to the Corporation. The delivery period shall be counted from the date of issue of Bus in connection with the allotment of Bus to the firm.
- B. The fabrication or repair period shall be counted up to the 2nd and final stage inspection approval at site.
- C. The firm shall be allowed a reasonable transportation time for transporting the Bus/bus body from & to his factory site from corporation on the following basis:

Sr. No.	Distance	Transportation Time
1	0 to 50 km's	One Day
2	51 to 300 km's	Two Day
3	For any additional distance after 300 km's.	One More Day

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Extra time taken for transportation of Bus/ bus bodies shall be subject to demurrage charges as per Clause No. 2.4.5 (a).

- D. The firm on completion and approval of the bus body shall be obliged to transport the vehicle(s) to & from the OSRTC Depots with his driver.
- E. If, the firm's driver is found carrying the passengers in the bus in transit to the destination / depot, a penalty equivalent to the full capacity of fare of the bus shall be charged. In case of an accident, the firm shall be fully liable for the payment of all type of compensation/ damages penalties / payment as the case may be as per orders of the court or as per out of court settlement which may include passengers claims or claim of the legal heirs and also will be responsible for the damage of the bus/Bus and to get it repaired.

2.4.5. Damages / Penalty Charges:

The firm must complete and deliver the Bus mounted with the bus body duly completed in all respects with all accessories as provided in the broad specifications and drawings, at the given destination/ depot of within the specified period. In case the work is not completed by the firm within the stipulated time period or if, the body building work is not carried out to the entire satisfaction of the Corporation, OSRTC shall have the powers to revoke the Agreement and withdraw the Bus from the custody of the firm after giving 7 days' notice.

a. Incomplete bus body/Repair Work:

In case of failure to deliver the required bus bodies or repair duly completed in all respect within the specified period, the liquidated damages as mentioned below from the remaining period in respect of undelivered vehicle shall be payable by the firm to the Corporation.

Sr. No.	Days	Price (In Rs.)
1	From 1st to 7th day	500/- Per day per bus
2	From 8 th day to 30 th day	1000/- Per day per bus
3	From 31 st day & beyond	3000/- Per day per bus

- I. The damages @ Rs.500/- per day per Bus besides actual travelling expenses required to be incurred by the Inspector during to and fro journey to the firm's premises shall be payable by the Firm if the vehicle is not ready for inspection at a particular stage for which an intimation has been given to the corporation.
- II. If any defects are observed during the course of any stage inspection and the same are not rectified by the Firm on the same day, re-inspection call given, then extra expenditure incurred on the visit of Inspection(s) for to and fro journey (in the form of TA & DA) to the premises of the Firm located outside Bhubaneswar shall be payable by the Firm.

Eol inviting Agencies for Providing Bus Body Building and Repair Services

The damages imposed as per Clause No. 2.4.5 (a) and (b) shall be adjusted from outstanding of the bills of the Firm and also from the security deposits. If an amount after adjusting from the bills and security amount still remains to be recovered / adjusted. The corporation will be at liberty to cancel the allotment and forfeit the Earnest Money of the Firm if the Bus are not lifted within 7 days from the date of issue of Release Order.

The Corporation may serve 5 days notice in writing to the Firm to make good the losses as referred to above and in case of failure of the Firm to comply with the notice within the prescribed time, the Corporation will be free to forfeit the amount of security deposit and pending payments if any, to make good the losses sustained by OSRTC.

2.4.6. Guarantee Period:

- a. The Firm shall be responsible to make good any loss that may be caused due to defective workmanship structural defects and material used therein for a period of One year from the date of delivery of the completed bus body fabrication work to the Corporation or till the vehicle has covered 1 lacs kms. on road whichever is later

The Firm shall be responsible for the replacement of the parts, which in the opinion of the Authorized Representative of the Corporation are not found proper.

- b. The Firm should attend the defects of the bus bodies developed during the guarantee period at the place of the Corporation of the said vehicles.
- c. If the reported defects are not removed within a period of 15 days by the Firm, 5% security deposit of the vehicle shall be forfeited without giving any further notice, in addition to the recovery of extra expenditure incurred by the corporation against removal of defects, such extra amount shall be recovered out of total security deposit of the Body Builder.

2.4.7. Miscellaneous:

- a. The material required by the Firm for the bus body fabrication shall be arranged by the Firm. The Corporation will not be responsible for arranging any articles/ material as may be required for the purpose.
- b. The Authorized Signatory of the OSRTC shall be entitled to order to permit any deviation from the broad specifications given by the Corporation and the Firm shall abide by such instructions. However, in case of deviations having been made without prior approval, then the decision for reducing the cost to that extent shall be taken by the OSRTC, which shall be final and binding by the Firm.
- c. The repeat order for the fabrication of bus bodies other than the ordered quality can always be placed on the same rates, terms and conditions and broad specifications, during a period of one year from the date of signing of Agreement, if the corporation so decides. The Firm shall be bound to accept the same or else shall have its EARNEST MONEY and SECURITY DEPOSIT forfeited in favour of OSRTC. However, placement of repeat order shall be subject to mutually agreed numbers. Any order beyond the quantity indicated in Agreement shall be with the consent by the body builder.
- d. The firm shall dispatch the vehicles to the GM, OSRTC, communicated to him with a copy of the 2nd /Final stage inspection report, gate pass and bill in Triplicate along with TRC and shall furnish to the **General Manager, OSRTC, Paribahan Bhawan, Sachivalaya Marg, Unit II, Bhubaneswar-751 009, Odisha.**
- e. In case of strike or any Labour problem or closure of the factory, the Firm will immediately inform of the same to OSRTC.
- f. The Authorized Representative shall have the authority to withdraw all or any of the Bus from the custody of the Firm. In the event of such withdrawals, the corporation would be entitled for imposing the suitable penal provisions on the firm under the relevant clause of the Agreement.
- g. The Firm shall be fully responsible for the maintenance and safe custody of the Bus as long as the Bus remain in the Firm's premises.
- h. The corporation reserves the right to include or exclude any conditions or to modify or alter the

EoI inviting Agencies for Providing Bus Body Building and Repair Services

conditions in the Agreement with mutual consent.

- i. In the event of non-fulfillment of any of the terms and conditions of this Agreement, OSRTC shall be at liberty to terminate the contract without assigning any reason to the Firm. In the event of termination of the contract, the Corporation shall be entitled to retrieve the Bus, tools etc. entrusted to the Firm for Body Building. The Firm shall hand over the same to the Corporation immediately on demand without putting any counter claim on his failure to do so. The firm would be obliged to allow the Authorized Representative of the Corporation to enter into the premises where these articles are stored and to take their possession.
- j. The Firm shall not assign or sublet the contract of any part thereof to any other person.
- k. The firm shall fully indemnify the Corporation against any action claim or costs, charges and expenses arising out of any infringement Material or any system or method of using fixing working or for the other arrangement, used or filed or supplied by the Firm
- l. If the firm declares insolvency or enter into liquidation whether compulsory or voluntary but for the liquidation for the purpose at the reconstruction or suffer an execution for the debt to be levied against him or compounds with the creditors for the settlement of this debts, the OSRTC would require the assigned work to be completed and if this requisition is not satisfactorily complied with, within 7 days from the date of his notice, OSRTC, may issue a notice to the Firm in writing to rescinded the contract at the cost and risk of Firm. OSRTC shall there upon have the authority to enter into a fresh contract with any other person, firm or company for the completion of the same without prejudice to his right to recover the losses from the firm and the losses sustained by the corporation on account of damages under the contract, shall be recovered in all possible manner.

Nothing under the contract clauses contained shall debar the Corporation from recovering the losses from the Firm by suit or by other means, such extra costs, shall also be recovered from the Firm.

Any legal proceedings arising between the Corporation and the firm shall be instituted in the Courts situated in Bhubaneswar alone and not anywhere else in the country.

- m. Any dispute arising out for in connection with this agreement shall be referred to the sole arbitration of the Managing Director or his nominee not below the rank of General Manager whose decision shall be final binding on both parties. (Firm and OSRTC). Subject to the provision of Arbitration & Conciliation Act 1996.

2.4.8. Specification /list of material preferred for fabrication of Bus Bodies

Sr. No.	Name of Items	Specifications (or As per latest AIS bus code)	Suggested Sources
1	Aluminium sheets	IS:733:1993(3R)(up to latest)	M/s. HINDALCO M/s. INDAL M/s. BALCO/STERLITE M/s NALCO
2	Alum. Extruded Sections	IS:733:1993(upto latest)	M/s. HINDALCO M/s. INDAL M/s.BALCO/ STERLITE M/s NALCO
3	Alum. PVC Laminated 0.91 MM thick Al. Coated sheet with PVC lamination 0.2mm Ash Grey colour	As per latest AIS/BIS specification	
4	<u>MS sheets</u> a) CRCA Sheets 1mm to 2mm b) HRCA Above 2mm	IS:513: 1986(up to latest)	M/s. SAIL M/s. TISCO M/s. IISCO
5	M.S. Channel	As per latest AIS/BIS	M/s. SAIL

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Sr. No.	Name of Items	Specifications (or As per latest AIS bus code)	Suggested Sources
	50x100x50x6mm 40x75x40x6mm	specification	M/s. TISCO M/s. IISCO
6	<u>M.S. Angle</u> a) 75x75x6mm b) 50X50X6mm	IS:2065:1984 (upto latest) IS:808:1984 (upto latest)	M/s. SAIL
7	CR Galvanized Rectangular/Square pipe 60x40x2mm 40x40x2mm	As per latest AIS/BIS specification	
8	<u>Glasses:</u> a) Front wind screen 8.0 mm thick float glasses Curved. 'AA' Quality Laminated Safety glass, Clear wave Free b) Rear wind screen Glass 6.0 mm thick 'A' quality c) Window Glasses5.0 Tinted light grey/green	As per latest AIS/BIS specification	
9	EPDM Rubber Profiles 38mm & Window Profile	AS:319:64:2002(upto latest)	
10	Wiper Machine 24 V17W	AS:77:52 Sept.,95 (upto latest)	M/s. LUCAS
11	Inverters & Complete Tube light assembly 2 Ft. 24V/20W tube	IS:7027:1984(upto latest)	
12	Passenger Seats Fix Seat3X2Conf. Readymade Bus Passenger Seats	AIS-023 &AIS-052, APPROVED ARAI	M/s. Harita Seating Systems Ltd., Hosur M/s MSL ltd, Lalru M/s Grand Slam, Sahibabad M/sPinnacleInd.Ltd, Pitampura M/s Tatra Victra M/s Arihant Indus. Chennai M/s OTTOInd. Ltd, Faridabad M/s. Vijayjyot Seats P. Ltd ,HALOL, M/s Netplast, kanpur
13	Driver seats	AIS-023 &AIS-052, APPROVED ARAI	M/s. Harita Seating Systems Ltd., Hosur M/s MSL ltd, Lalru M/s Grand Slam, Sahibabad M/s PinnacleInd.Ltd, Pitampura M/s Tatra Victra M/s Arihant Indus. Chennai

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Sr. No.	Name of Items	Specifications (or As per latest AIS bus code)	Suggested Sources
			M/s OTTO Ind. Ltd, Faridabad M/s. Vijayjyot Seats P. Ltd, HALOL, M/s Netplast, kanpur
14	Paints P.U	As per latest AIS/BIS specification	M/s. Akzo Nobel Car Refinishes (I) P.Ltd., Bangalore M/s ICI Paints M/s Asian Paint M/s Berger Paints
15	Bus U bolt White draw bar high tensile Gr.8.8 16mm Dia Bolts & Nuts a) Bolts High Tensile Hexagonal bolt, fine thread b) Nuts antivibrative	AS:166:56 March,98(upto latest) IS:1366:1984(upto latest) IS:1364:1983(upto latest)	
16	Al. Alloy solid rivets	IS:740 :1977(upto latest)	
17	Al. Blind rivets	NR 6, AS:226:R91(upto latest)	
18	MS Solid rivets6mm dia	IS:2155:1964 (upto latest)	
19	GP Sheet plain and corrugated	IS :277:1985(upto latest)	M/S SAIL M/S Tisco M/S Bhushan Steel
20	ERW Steel pipe1.6 & 2mm thick(dia as per required)	IS:3601:1984(upto latest)	
21	<u>Electric Item:</u> a) LT Wire 4 mm & 6 mm Size b) Battery Cable Size 325/0.45mm	IS:2465:1984(up to latest) IS:2465:1984(up to latest)	
22	Head light	IS:3563:1993(upto latest)	
23	Wiper Arms & Blades Heavy Duty Link length 500 mm	As per latest AIS/BIS specification	M/s. Allied Spare & Auto parts, vapi
24	Fluorescent tube 2'	As per latest AIS/BIS specification	M/s. Phillips M/s. Power Electronics
25	Tar felt 2mm thick	As per latest AIS/BIS specification	M/S Shalimar Tar Products
26	Electrical Switch As per latest	AIS/BIS specification	
27	Anti drumming compound	As per latest AIS/BIS specification	
28	Balata Packing8mm thick	As per latest AIS/BIS specification	
29	Mig Welding wir	As per latest AIS/BIS specification	
30	Steel screw of various	As per latest AIS/BIS specification	

Eol inviting Agencies for Providing Bus Body Building and Repair Services

Sr. No.	Name of Items	Specifications (or As per latest AIS bus code)	Suggested Sources
31	Carriage bolts	As per latest AIS/BIS specification	
32	Heavy duty door locks	As per latest AIS/BIS specification	
33	Grab Handles 300/12mm thick Chromium plated single Piece	As per latest AIS/BIS specification	
34	Brackets & drop forged Hinges.	As per latest AIS/BIS specification	
35	Toe hook forged	As per latest AIS/BIS specification	
36	Window latches Heavy duty forged	As per latest AIS/BIS specification	
37	Railway type lock 6mm heavy duty forged	As per latest AIS/BIS specification	
38	Tower bolts	As per latest AIS/BIS specification	
39	Thermocole 40mm & 20mm thick	As per latest AIS/BIS specification	
40	Terene felt 4 mm thick	As per latest AIS/BIS specification	

3 Instructions to Bidder

3.1 General Terms of Bidding:

- 3.1.1 A Bidder is eligible to submit only one proposal for the Project as per the format given in Annexures.
- 3.1.2 Eol documents being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their proposal. Nothing contained in the Eol document shall be binding on OSRTC nor confer any right on the Bidder. OSRTC shall have no liability whatsoever in relation to or arising out of any or all contents of the Eol documents.
- 3.1.3 The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- 3.1.4 The Bidder should submit a Power of Attorney as per the format at **Annexure V: Power of Attorney for signing the Eol proposal**, authorizing the signatory of the Bid.
- 3.1.5 The Documents including this Eol and all attached documents are and shall remain the property of OSRTC and are transmitted to the Bidder solely for the purpose of preparation and the submission of proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. OSRTC will not return any proposal or any information provided along therewith.
- 3.1.6 A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Eol Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OSRTC shall be entitled to forfeit and appropriate the EMD, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by OSRTC and not by way of penalty for, inter alia, the time, cost and effort of OSRTC, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to OSRTC under the Eol proposal and/ or the commercial proposal or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Eol Process, if:
- 3.1.6.1 Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (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.
- 3.1.6.2 OSRTC, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, OSRTC would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- 3.1.6.3 This Eol is not transferable. Any outcome pursuant to this Eol shall be subject to the terms and conditions of the Eol Documents.

3.2 Acknowledgement by Bidder:

It shall be deemed that by submitting a proposal, the Bidder has:

Eol inviting Agencies for Providing Bus Body Building and Repair Services

- 3.2.1 Made a complete and careful examination of the Eol Documents.
- 3.2.2 Received all relevant information requested from OSRTC.
- 3.2.3 Accepted the risk of inadequacy, error or mistake in the information provided in the Eol Documents or furnished by or on behalf of OSRTC relating to any of the matters referred to in above.
- 3.2.4 Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed proposal, execution of the Project in accordance with the Eol Documents and performance of all of its obligations there under.
- 3.2.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the proposal or ignorance of any of the Bidder referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OSRTC, or a ground for termination of the proposal by the Agency.
- 3.2.6 Acknowledged that it does not have a Conflict of Interest; and
- 3.2.7 Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3 Cost of Bidding:

- 3.3.1 Bidder are invited to examine all information relevant to the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective proposal.
- 3.3.2 The Bidder shall be responsible for all the costs associated with the preparation of their proposal and their participation in the Eol Process. OSRTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Eol Process.

3.4 Verification and Disqualification:

- 3.4.1 OSRTC shall not be liable for any omission, mistake or error in proposals submitted by the bidder. OSRTC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the EOI or the Bidding Documents and the Bidder shall, when so required by OSRTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, OSRTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OSRTC thereunder. OSRTC reserves the rights to decide to ask any clarification and decide to consider the same.
- 3.4.2 OSRTC reserves the right to reject any proposal and forfeit the EMD if:
 - 3.4.2.1 At any time, a material misrepresentation is made or uncovered, or
 - 3.4.2.2 The Bidder does not provide, within the time specified by OSRTC, the supplemental information sought by OSRTC for evaluation of the proposal.
 - 3.4.2.3 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the proposals have been opened and the highest-ranking Bidder (T1) gets disqualified/rejected/non-responsive, then OSRTC reserves the right to invite the T2 Bidder to agree with the commercial terms and conditions in accordance with the conditions of this Eol; or

Eol inviting Agencies for Providing Bus Body Building and Repair Services

3.4.2.4 Take any such measure as may be deemed fit in the sole discretion of OSRTC, including annulment of the Eol Process, in case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Eol, be liable to be terminated, by a communication in writing by OSRTC, without OSRTC being liable in any manner whatsoever. In such an event, OSRTC shall be entitled to forfeit and appropriate the EMD or Performance Security as Damages, without prejudice to any other right or remedy that may be available to OSRTC under the Eol Documents.

3.5 Amendment of Eol:

3.5.1 At any time prior to the deadline for submission of proposal, OSRTC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Eol by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the Eol and shall be published online on the website www.osrtc.in. OSRTC will assume no responsibility for receipt of the Addendum or Corrigendum.

3.5.2 To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, OSRTC may, at its own discretion, extend the Eol Due Date.

3.6 Proprietary data:

3.6.1 All documents and other information supplied by OSRTC or submitted by a Bidder to OSRTC shall remain or become the property of OSRTC. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. OSRTC shall not return any proposal or any information provided therewith.

3.7 Language, Format and Signing of Proposal:

3.7.1 The Eol, as well as all correspondence and documents relating to the Eol, exchanged between OSRTC and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the proposal, the translation shall govern.

3.7.2 The Bidder shall provide all the information sought under this Eol. OSRTC will evaluate only those proposals that are received in the required formats and complete in all respects. The Eligibility and Technical proposal shall be submitted as per the check list provided in Annexures.

3.7.3 The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

Eol inviting Agencies for Providing Bus Body Building and Repair Services

3.7.4 Bidder shall furnish the required information in their proposal in the enclosed formats only as per the Annexures to the Eol. Any deviations with respect to this may make their Bid liable for rejection.

3.7.4.1 As part of Eligibility criteria, the following shall form part of the proposal (Envelope I):

- i. Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- ii. EMD* fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- iii. Annexure I: Covering letter
- iv. Annexure II: Request for Clarification
- v. Annexure III: Eligibility Checklist
- vi. Annexure IV: Organization Set Up
- vii. Annexure V: Financial Status
- viii. Annexure VI: Technical Manpower Availability
- ix. Annexure VII: Quality Assurance Measures Availability
- x. Annexure VIII: Power of Attorney (on Stamp paper)
- xi. Annexure IX: Non-blacklisting declaration
- xii. Annexure X: Self-declaration for Non-Performance
- xiii. Annexure XI: Factory Area, Plant & Machinery Details
- xiv. Annexure XII: Working Experience & Production Capacity

3.7.5 The Bidder shall submit Eligibility and Technical Qualification proposal in the format specified in Annexures and in accordance with this Eol. The Bidder shall submit the proposal by Speed Post/ Courier service or submit the proposal by hand with **The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha.**

3.7.6 The cover Envelope shall clearly bear the following identification: **"Eol inviting Service Provider for Providing Facility Management Services (FMS)"** and shall clearly indicate the tender notice number, name, and address of the Bidder. The envelope shall be addressed to:

**The General Manager (Admin),
Odisha State Road Transport Corporation,
Paribahan Bhavan, Sachivalaya Marg, Unit-II,
Bhubaneswar-751001, Odisha**

Eol inviting Agencies for Providing Bus Body Building and Repair Services

- 3.7.7 The Bidder shall submit Eligibility, Technical Qualification proposal in the format specified in Annexures and in accordance with this Eol. The Bidder shall submit the hard copy as well soft copy (in pen-drive) of Eligibility, Technical Qualification proposal, Tender Processing fees and EMD in a sealed envelope.
- 3.7.8 If the envelope is not sealed and marked as instructed above, OSRTC assumes no responsibility for the misplacement or premature opening of the contents of the proposal and consequent losses, if any, suffered by the Bidder.
- 3.7.9 Further, Bidder are required to submit all details only as per Eol document. In the event, any of the instructions mentioned herein have not been adhered to, OSRTC reserves the right to reject the proposal.
- 3.7.10 Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 3.7.11 Bids should be submitted before 3:00 PM on the Due Date as specified in the Eol. The **Envelope** containing Tender processing fee & EMD along with Eligibility documents, signed copy of the Eol, Technical Qualification proposal and soft copy of the proposal shall be submitted at the address provided in the manner and form as detailed within the due date and time as specified in the Eol.
- 3.7.12 OSRTC may, in its sole discretion, extend the Eol Due Date by issuing an Addendum.
- 3.7.13 Proposals received after the specified time on the Due Date shall not be eligible for consideration and shall be summarily rejected.
- 3.7.14 Modifications/ Substitution/ Withdrawal of Proposals:
- i. The Bidder shall modify, substitute, or withdraw proposal prior to the Due Date. No proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Due Date.
 - ii. Any alteration/ modification in the proposal or additional information supplied after the Eol Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.

3.8 Validity of Eol:

- 3.8.1 Proposals shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of the Eol.
- 3.8.2 In exceptional circumstances, prior to expiry of the original Eol validity period, OSRTC may request the bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his proposal but will be required to extend the validity of his EMD for the period of the extension, and in compliance all respects.

3.9 Confidentiality:

- 3.9.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising OSRTC in relation to or matters arising out of or concerning the Eol Process. OSRTC will treat all information, submitted as part of the Eol, in confidence and will require all those who have access to such material to treat the same in confidence. OSRTC 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 OSRTC.

3.10 Correspondence with Bidder:

- 3.10.1 OSRTC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

3.11 Earnest Money Deposit (EMD):

- 3.11.1 The Bidder shall furnish as part of its Proposal, Earnest Money Deposit (EMD) amount to the sum of **INR 1,00,000/- (Rupees One Lakh)** in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.
- 3.11.2 OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive*.
- 3.11.3 The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Eol process is cancelled by OSRTC. Bidder may by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- 3.11.4 The empanelled Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 3.11.5 The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:

Eol inviting Agencies for Providing Bus Body Building and Repair Services

- 3.11.5.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this EOI.
- 3.11.5.2 If a Bidder withdraws its Bid during the period of Bid validity as specified in this EOI and as extended by the Bidder from time to time.
- 3.11.5.3 In the case of successful Bidder, fails within the specified time limit: –
 - i. to sign the Agreement and/or
 - ii. to furnish the Performance Security within the period prescribed in the Contract Agreement; or
 - iii. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

4 Evaluation of Eol Proposals

4.1 Eol Evaluation Committee

- 4.1.1 OSRTC shall constitute a Eol Evaluation Committee to evaluate the responses of the bidder(s).
- 4.1.2 The Evaluation Committee shall evaluate the responses to the Eol (Eligibility and Technical) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- 4.1.3 The decision of the Eol Evaluation Committee in the evaluation of responses to the Eol shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- 4.1.4 The Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- 4.1.5 Each of the responses shall be evaluated as per the criteria and requirements specified in this Eol.
- 4.1.6 The Eol Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- 4.1.7 In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- 4.1.8 The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 4.1.9 The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

4.2 Overall Evaluation Process

- 4.2.1 The evaluation of the Bids shall be done in 3 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in Clause 4.3.
- 4.2.2 Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Technical Proposal.
- 4.2.3 To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- 4.2.4 If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- 4.2.5 Any information contained in the Bid shall not in any way be construed as binding on OSRTC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- 4.2.6 OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

EoI inviting Agencies for Providing Bus Body Building and Repair Services

4.3 Pre-Qualification Proposal Criteria

4.3.1 Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the preliminary level. The bidder shall fulfill all the following Pre-Qualification criteria independently, as on date of submission of bid.

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ1	EoI processing fees	In shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.	Bank/Demand Draft
PQ2	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 or proprietary firm for last 5 years.	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of the Bidder or proprietary firm registration copy of registration
			Copy of PAN/ TIN/ TAN
			Copy of GST Registration
PQ3	Valid Registration Certificate and License	The Bidder ought to have been covered by the Labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License
PQ4	Net worth	The Bidder should have positive net worth for last three (3) financial years (FY). (FY 18-19, FY 19-20, FY 20-21)	Certificate from the Statutory Auditor clearly stating Positive Net worth.
PQ5	Financial Criteria	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 18-19, FY 19-20, FY 20-21) should be at least ₹ 2crore	Copies of audited financial statements (In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.)

EoI inviting Agencies for Providing Bus Body Building and Repair Services

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ6	Minimum Staff Strength under its payroll.	The Bidder should have a minimum strength of 10 workers under its payroll.	Copy of latest Electronic Challan Cum Return of EPF to be enclosed Alternatively Certificate from the Bidder's statutory auditor certifying the number of workers on the Bidders payroll shall also be considered as valid supporting document. However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OSRTC may carryout verification of the same if required
PQ7	Relevant experience shall mean services related to 1. Body Building and fabrication 2. Mechanical Repair Works 3. Bus Electrical and A.C Maintenance Work	The Bidder should have facility for providing Bus body building work for 5 Buses at a single premises	Workshop Details with equipment, plant and machineries.
PQ8	Non-Performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.
PQ9	Local Presence	The company should have a branch office or its head office in Odisha	Address Proof supporting document.

Eol inviting Agencies for Providing Bus Body Building and Repair Services

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ11	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/Central Government/PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.

Note: Any entity which has been barred or disqualified either by any State Government in India(SG) or any Union Territory Administration in India(UT) or Government of India(Gol), or any of the agencies of SG/UT/Gol from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to submit the specified documents in support of the above Pre-Qualification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.

OSRTC may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents, however no additional document cannot be produced by bidder as pre-qualification clarification except the documents submitted in bid. Any of the clarifications by the bidder on the documents submitted against the Pre-qualification Criteria should not have any financial implications.

4.4 Selection Procedure:

Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in financial bid.

4.5 Evaluation of Financial Bid:

Financial bid format will be shared with shortlisted bidders for financial evaluation, the total commercial indicated in the Financial Bid excluding all Taxes. The **Lowest financial bid (L1)** will be selected in this Eol and other qualified bidders has to match their commercial to empanel with OSRTC for body building and major repair work. The Eol proposal should not contain any financial information, if found same shall be considered as rejected.

4.6 Selection of Bidder:

- 4.6.1 After selection, a Letter of Empanelment (LOE) shall be issued, in duplicate, by OSRTC to the empanelled bidders and they have to sign and return the duplicate copy of the LOE in acknowledgement thereof within 7 (seven) days of the receipt of the LOE. In the event the duplicate copy of the LOE duly signed is not received by the stipulated date, OSRTC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder.
- 4.6.2 After acknowledgement of the LOE as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between OSRTC and the Successful Bidders within 30 days from the date of issue of LOE. The Date of execution of Contract Agreement between OSRTC and Successful Bidders shall be identified as Commercial Operation Date (COD).
- 4.6.3 The Successful Bidders shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

4.7 Contacts during Bid Evaluation:

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

4.8 Signing of Contract:

- 4.8.1 The Agreement will be signed as per EOI, after selection of Successful Bidders. OSRTC shall have the right to annul the award in case there is a delay of more than 30 days in signing of the Agreement from the date of issue of LOE by OSRTC, for reasons attributable to the selected bidder.

4.9 Failure to agree with the Terms & Conditions of this EOI:

- 4.9.1 Failure of the successful bidders to agree with the terms and conditions of this EOI shall constitute sufficient grounds for the annulment of the award, in which event OSRTC may call for new proposals and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

4.10 Performance Bank Guarantee:

- 4.10.1 Performance Bank Guarantee is governed for supplies and services as follows:
- 4.10.1.1 The bidder shall carry out the services in conformity with the requirements of this EOI, generally accepted professional and technical norms relevant to such projects and to the satisfaction of OSRTC.
 - 4.10.1.2 The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- 4.10.2 The selected bidder(s) shall furnish Performance Bank Guarantee as follows:
- 4.10.2.1 The successful bidders shall at his own expense, which may be in form of an unconditional and irrevocable bank guarantee for INR. 10,00,000 (Indian Rupees Ten Lakhs). The agency shall maintain a valid and binding Performance Security for a period of 3 (three) months after the expiry of the Total Contract Period of 3 (three) years.

EoI inviting Agencies for Providing Bus Body Building and Repair Services

- 4.10.2.2 The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 4.10.2.3 The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of LOE.
- 4.10.2.4 The Performance Bank Guarantee may be discharged/ returned by OSRTC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
- 4.10.2.5 OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
- i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- 4.10.2.6 Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by OSRTC failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of OSRTC.

4.11 Commencement of Agreement:

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, OSRTC may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by OSRTC.

4.12 Proprietary Data:

All documents and other information provided by OSRTC or submitted by the bidder to OSRTC shall remain or become the property of OSRTC. The bidders are to treat all information as strictly confidential. OSRTC will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to OSRTC in relation to the Consultancy shall be the property of OSRTC.

ANNEXURES

Eoi inviting Agencies for Providing Bus Body Building and Repair Services

Annexure I: Covering Letter (On the Letterhead of the applicant)

Date:

To,

**The General Manager (Admin)
Odisha State Road Transport Corporation, Paribahan Bhavan,
Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha**

Sub: Expression of Interest Proposal for Empanelment of Agencies for Providing Bus Body Building and Repair Services

Dear Sir,

Being duly authorised to represent and act on behalf of (Hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (Name of Applicant) for the captioned Project with the details as per the requirements of the EOI, for your evaluation. We confirm that our Proposal is valid for a period of 90 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Expression of Interest.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

Duly signed by the Authorised Signatory of the Applicant

Name:

Title:

Address of the Authorised Signatory:

Eol inviting Agencies for Providing Bus Body Building and Repair Services

Annexure II: Request for Clarification

The bidder requiring specific points of clarification may communicate with OSRTC during the specified period using the following format:

Bidder's Request for Clarification				
<<Name of Organization submitting query/ request for clarification>>				
<<Full address of the Organization including e-mail, phone, and fax for all points of contact>>				
Sl. No.	Eol Reference (Section No., Clause, Page No.)	Content of Eol	Clarification Sought	OSRTC Response (Space to be left blank by the Bidder)
1				
2				
3				

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Annexure III: Eligibility Checklist

No.	Type	Pre-Qualification Criteria	Documents to be submitted	Page No.
PQ1	EoI processing fees and EMD	In shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.	Bank/Demand Draft	
PQ2	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 or proprietary firm for last 5 years.	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of the Bidder or proprietary firm registration copy of registration	
			Copy of PAN/ TIN/ TAN	
			Copy of GST Registration	
PQ3	Valid Registration Certificate and License	The Bidder ought to have been covered by the Labour legislations, such as EPF, ESI and Contract Labour (R&A) Act	Copy of valid EPF & ESI registration certificate and valid Labour License	
PQ4	Net worth	The Bidder should have positive net worth for last three (3) financial years (FY). (FY 18-19, FY 19-20, FY 20-21)	Certificate from the Statutory Auditor clearly stating Positive Net worth.	
PQ5	Financial Criteria	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 18-19, FY 19-20, FY 20-21) should be at least Rs. 2 crore	Copies of audited financial statements (In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.)	

Eol inviting Agencies for Providing Bus Body Building and Repair Services

No.	Type	Pre-Qualification Criteria	Documents to be submitted	Page No.
PQ6	Minimum Staff Strength under its payroll.	The Bidder should have a minimum strength of 10 workers under its payroll.	Copy of latest Electronic Challan Cum Return of EPF to be enclosed Alternatively Certificate from the Bidder's statutory auditor certifying the number of workers on the Bidders payroll shall also be considered as valid supporting document. However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. OSRTC may carryout verification of the same if required	
PQ7	Relevant experience shall mean services related to 1. Body Building and fabrication 2. Mechanical Repair Works 3. Bus Electrical and A.C Maintenance Work	The Bidder should have facility for providing Bus body building work for 5 Buses at a single premises	Workshop Details with equipment, plant and machineries.	
PQ8	Non-Performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.	
PQ9	Local Presence	The company should have a branch office or its head office in Odisha	Address Proof supporting document.	

EoI inviting Agencies for Providing Bus Body Building and Repair Services

No.	Type	Pre-Qualification Criteria	Documents to be submitted	Page No.
PQ11	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/Central Government/PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as	A self-certified letter signed by the Authorized Signatory of the Bidder in the Company Letterhead.	

Eol inviting Agencies for Providing Bus Body Building and Repair Services

Annexure IV: Organization Set Up

1. Name of applicant :
Applicant Father's name :
Residence Address :
Phone No./ Fax No./ Mob No. :
E-Mail ID :
2. Name of the Firm :
(In case of the joint
venture / consortium, the
name of the lead firm)
E-Mail ID :
3. Head Office Address :
Phone No./ Fax No./ Mob No. :
E-Mail ID :
4. Regional Office Address (If Any) :
E-Mail ID :
5. Local Office Address in India :
(If any)
Phone No./ Mob. No/ Fax No. :
E-Mail ID :
6. Have you fabricated NONAC RURAL/Deluxe/Luxury bus bodies for Government departments/STU's, OEM'S (Original Equipment manufacturers/Vehicle manufacturer). If yes then how many? attach documentary proof
7. Year of Incorporation (attach copy of certificate of registration)
8. Name & address of Bankers :
9. Name(s) & address(s) of Principals of Companies to be associated in the project and whether parent/ subsidiary etc.
10. Attach an organization chart showing the structure of the Company including names and positions techof Directors and key personnel.

NOTE:

1. Applicant covers proprietary firm partnership, Limited Company or Corporation, Joint Venture of Consortium.

Particulars of item 2, 3, 4, 5, 6, 7, & 8 above should be furnished separately for each partner of Joint Venture/ Consortium

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Annexure V: Financial Status

(To be given separately for each constituent firm of Joint Venture / Consortium)

1. Name of Applicant (In case of Joint Venture/ Consortium, the names of the constituent firms)
2. Summary of assets and liabilities on the basis of the audited financial statement of the last three financial years (Attach copies of the audited financial statement of the last three financial years)

Sr. No	Parameters	Year 18-19 (Rs in Lac)	Year 19-20 (Rs in Lac)	Year 20-21 (Rs in Lac)
1	Asset value			
2	Liquidity position			
3	Current Assets			
4	Current liabilities			
5	Net worth			
6	Working capital			
7	Paid up capital			
8	Assured capacity to raise finance loans and market borrowings			

EoI inviting Agencies for Providing Bus Body Building and Repair Services

3. Turnover from body fabrication works undertaken in last 5 years and projected turnover for the current year.

(RUPEES IN LACS)

Current Year 1 Year before 2 Years before 3 Years before 4 Years before 5 Years before

4. Turnover from body fabrication works undertaken in last 5 years and projected turnover for the current year.

(RUPEES IN LACS)

Current Year 1 Year before 2 Years before 3 Years before 4 Years before 5 Years before

5. Profit before Tax :

a. Profits earned during last 3 years.

b. Please enclose a copy of the last year audited balance sheet P&L / A/c.

c. Please enclose a latest copy of Income Tax clearance certificate & copy of PAN (Permanent Account Number) & Trade Tax registration No.

6. Applicant's specific financial bias (mention amount in Indian Rupees) :

a. Equity Capital

b. Loan Capital

c. Market Borrowings and others

7. Credit facilities:

a. Name / address of Scheduled Bank providing Credit limits.

b. Total amount of credit limits (please attach certificate from the Bank)

8. Details of working experience:

9. (A) Bank A/c No. if the Bank has All India Centralised Banking System.

(B) Mode of Payment required by the firm i.e., cheque/draft (In case of draft payment the corporation will deduct the half commission).

Eol inviting Agencies for Providing Bus Body Building and Repair Services

Annexure VI: Technical Manpower Availability

NAME OF APPLICANT:

1. Skilled staff available on roll:
2. Unskilled staff available on roll:
3. Availability of Supervisors and their qualifications:
4. Information regarding key personnel

Name	Age	Years of experience of the personnel	Education	Proposed	Relevant Exp.
------	-----	--------------------------------------	-----------	----------	---------------

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Annexure VII: Quality Assurance Measures Availability

Name of the Firm:

Whether following quality assurance equipment are available, if yes, indicate quantity and capacity of each equipment.

1. Phosphating depth measuring equipment
2. Dry film thickness meter
3. Hardness Testing Machine
4. Any other quality assurance measurement tool and plant (with capacity and make)
5. All modern testing equipment such as for stability test etc
6. Whether Firm is ISO 9001 or TS Certified. If yes provide documentary proof.
7. In- House facilities available. (For design / supply /quality assurance.). If yes then state following.
 - a. Location of In- house facilities in your factory
 - b. Available Manpower for this purpose with their qualification is to be given in Schedule 'E' of this questionnaire.
8. Whether Quality Assurance at Inter stage is carried out for the following:
 - a. Incoming materials
 - b. Inter stage quality assurance at all relevant stages of process
9. Preferable requirement
 - a. Finite Element Analysis
 - Static Analysis
 - Dynamic Analysis
 - Analysis during acceleration
 - Analysis during De-acceleration
 - Analysis when bus passes through speed breakers
 - Vibration Analysis

Eoi inviting Agencies for Providing Bus Body Building and Repair Services

Annexure VIII: Power of Attorney (on Stamp paper)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./ Ms. (Name),..... son/daughter/wife of and presently residing at,who is presently employed with us 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 Proposal for pre-qualification and submission of our proposal for **Expression of Interest inviting Agencies for Providing Bus Body Building and Repair Services.**

Including but not limited to signing and submission of proposals, other documents and writings, participate in Pre- bid and other conferences and providing information/responses to OSRTC, representing us in all matters before OSRTC, signing and execution of all Agreement and undertakings consequent to acceptance of EOI, generally dealing with OSRTC in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with OSRTC.

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

IN WITNESS WHEREOF WE, [•], THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 20[•]

For _____

(Signature, name, designation, and address) Witnesses:

- 1.
- 2. (Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- 1. *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.*
- 2. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure IX: Non-blacklisting declaration

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted.

Anti-Blacklisting Certificate

M/s. (Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium/JV as on the _____ (Last date of submission of proposal).

We further confirm that we are aware that our proposal for the **Expression of Interest inviting Agencies for Providing Bus Body Building and Repair Services** would be liable for rejection in case any material misrepresentation is made or discovered about the requirements of this EOI at any stage of the bidding process or thereafter during the agreement period. Dated this Day of 20.....

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure X: Self-declaration for Non-Performance

I/ We hereby declare that my / our firm M/S have successfully executed the work order assigned by the State Government / any other Government entity or any state government or central government / department / Local Government / agency in India. There is no remark of non-performance or non-compliance in any of our past projects, or any contractual dispute / litigation / arbitration in the recent past. Dated this Day of 20.....

Name of the bidder

Signature of the Authorized person

Name of the Authorized person

Annexure XI: Factory Area, Plant & Machinery Details

Name of the Applicant:

1. Shed:

A. Factory Area:

- i. Top cover with pucca flooring:
- ii. Top cover with Kutcha flooring:
- iii. Without shed and Kutcha flooring:

2. Press Brakes Availability (Mention Capacity)

- A.
- B.

3. Shearing Machine:

- A. Capacity:
- B. Thickness:

4. Welding Equipment:

Sl.No.	Type	Capacity	Nos.
1			
2			
3			
4			

A. MIG:

Sl.No.	Type	Capacity	Nos.
1			
2			
3			
4			

5. Air Compressor:

- A. Nos. of air compressor:
- B. Available and their Capacity:

Eol inviting Agencies for Providing Bus Body Building and Repair Services

6. D.G. Set:

Sl.No.	Type	Capacity	Nos.
1			
2			
3			
4			

7. Bending and Slotting Machine:

- A. Hand operated:
- B. Machine operated:

8. Painting System Types:

- A. Close
- B. Open
- C. Paint Banking

9. Revetting Arrangement: No. of Machinery Available

- A. Pneumatic riveting

10. Phosphating: Please specify:

- A. Nine tanks with hot water rinsing
- B. Seven tanks with hot water rinsing
- C. Boiler/ thermic fluid heating system
- D. Chemical being used

11. Chromotizing Plant:..... No. of tanks

12. Firefighting equipment:

13. Battery Charger:

- A. Capacity of battery charge
- B. To charge the batteries at a time

14. Water Leakage Test Arrangements:

- A. Shower testing of complete vehicle at a time.
- B. Car washer testing

15. Tyre inflating arrangement:

16. Panel stretching machine availability and their capacity details of:

17. Any other equipment, which may be available, may please be mentioned for constructions of quality Body Building:

EoI inviting Agencies for Providing Bus Body Building and Repair Services

Annexure XII: Working Experience & Production Capacity

(To Be Given Separately for Each Constituent Firm of Joint Venture / Consortium)

1. Numbers of years and experience in fabrication of passenger bus body:
2. Nos. and type of passenger bus body fabricated during the last 3 years: -

Sr. No	Year	P.O. Ref	Name of the Customer	No. of Type of buses Fabricated / Undertaken Major Repair		
				Present Design	Other Design	Total

3. Total Building Capacity per month:
 - A. Buses of Present Design:
 - B. Buses of other design:
 - C. Total Capacity:

No of Bus Body which can be repaired per month for OSRTC Present design: