



**ODISHA STATE ROAD TRANSPORT CORPORATION,  
BHUBANESWAR**

**No. 486/TCV-91/2023 OSRTC**

**Date: 01.08.2023**

**Request For Proposal (RFP)**

The Chairman-Cum-Managing Director, Odisha State Road Transport Corporation (OSRTC), Bhubaneswar has invited a Request for Proposal (RFP) on the Purchase of 02 nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation (OSRTC) through the transparent bidding process.

The interested firms/ agencies should submit their proposals from Dt. 01.08.2023 to Dt 14.08.2023 up to 3:00 PM and the same will be opened on Dt. 14.08.2023 at 4:00 PM at OSRTC conference hall.

For any doubt, agencies/ firms may contact Mr. Rashmi Pani on 9937567240 to address the issue during office hours.

The details of the terms & conditions are available on the web site [www.osrtc.in](http://www.osrtc.in).

The Authority reserves the right to accept or reject any or all proposals without assigning any reason thereof.

By order of the Chairman-cum-Managing Director,

**-Sd-**

General Manager(A),  
OSRTC, Bhubaneswar



**Odisha State Road Transport Corporation**

**Request for Proposal (RFP)**

**For**

**Purchase of 02 nos. Diesel BS-VI Midi Buses (9m  
to 10m) under Odisha State Road Transport  
Corporation  
(OSRTC)**

**[RFP No 486 Date: 01/08/2023]**

**Issued By**

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

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## Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of 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 RFP. This tender includes statements, which reflect various assumptions and assessments arrived at by OSRTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for OSRTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The 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 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 issue of this document does not imply that OSRTC is bound to select the prequalified Bidder at RFP stage to appoint the Successful Bidder (Agency), for the Project and OSRTC reserves the right to reject all or any of the Bids or Tenders without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OSRTC, or any other costs incurred in connection with or relating to its Bid. 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 a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.

## 1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidder “**Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)**” Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the RFP 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 bidding document has been published on <https://osrtc.in> for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91-9937567240** or **+91-8420167711**, **Email:[pmc@osrtc.org](mailto:pmc@osrtc.org)**

- i. A two-stage selection procedure shall be adopted as stipulated in this RFP.
- ii. Bidder(s) (authorized signatory) shall submit their offer for preliminary qualification and financial proposal. Tender processing fees and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bid document.
- iii. Bidder(s) are requested to submit the complete bid proposal, Tender fee and EMD, well in advance in time to avoid any other unforeseen problems.

## 2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	01/08/2023
2	Uploading of RFP document in OSRTC website	01/08/2023
3	Last date & time for Submission of Queries / Clarification	05/08/2023
4	Response to Queries / Clarification	07/08/2023
5	Last date for Bid Submission	14/08/2023 (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 bids	14/08/2023 (04:00 PM)
8	Date and time for opening of financial bids	<b>-To be intimated-</b>

### 3. Introduction

#### 3.1 Background:

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the “**Tender Issuing Authority**” or “**TIA**”) is engaged in bus transportation operation in 314 routes and as part of this endeavour, the TIA has decided to engage “**Purchase of 02nos. Diesel BS-VI Midi Buses (9m to10m) under Odisha State Road Transport Corporation,(OSRTC)**” and has, therefore, decided to carry out the bidding process for selection of entities to whom the contract may be awarded.

- I. The Contract requires providing **Fully built 02 nos. Diesel BS-VI Midi Buses (9m to10m)** for the **TIA**. The service area shall be amended as per notifications pertaining to the expansion of OSRTC operations as and when applicable.
- II. The TIA intends to **select** Bidder(s) for awarding the contract through an open competitive bidding process in accordance with the procedure set out herein.

OSRTC is engaged in public transportation operation in 324 routes and at present OSRTC has 19 Depots (which serve as Bus Stand for passengers) in its own land and 4 Depots in rental/ lease basis. Furthermore, 55 new Bus Stands across 22 Districts are in the development stage and 4 Bus Stands are in the finishing stage at Aska, Athagarh, Jeypore and Odogaon respectively. 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 civic amenities with passenger facilities for all users along with preservation of good order and safety for public. Public transport by bus is an essential need in almost all areas of the State. However, public conveniences can be difficult to organize because of the dispersed nature of populations and the potential trade-off between maintaining accessibility and achieving competitive in designing services.

#### 3.2 Brief Description of Bidding Process:

The TIA has adopted a three Stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves 2 envelope selection procedures, Pre-qualification of interested Bidders in accordance with the provisions of this RFP and Financial Bid. The TIA shall only open the financial bids of the Qualified Bidder.

- I. The Bidder shall pay to the TIA a non-refundable sum of **INR 10,000/-** (Rupees Ten Thousand only) + GST (18%), as '**Tender Processing Fee**'.
- II. The details of the Bid submission are mentioned in this RFP.
- III. The validity of Bid shall be as specified in this RFP.
- IV. In terms of the RFP, a Bidder will be required to deposit, along with the Bid, Tender Processing Fee as specified in this RFP & Earnest Money Deposit (EMD) in accordance with this RFP.

#### 3.3 Pre-Bid Response:

- Bidder requiring any clarification on the RFP may send in their queries to [pmc@osrtc.org](mailto:pmc@osrtc.org) 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](http://www.osrtc.in)

- 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 should be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.
- 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 Bidding Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.
- 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**

## 4. Instructions to Bidder

### 4.1 General Terms of Bidding:

- A Bidder is eligible to submit only one Bid for the Project as per the formats given in Annexures.
- Bid documents are being provided only as preliminary reference document by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should submit a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this RFP and all attached documents are and shall remain the property of the TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.
  - For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) 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 (b) subject always to sub-clause 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 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 a constituent of such Bidder is also a constituent of another Bidder.

- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- 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.
- The TIA, 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, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

#### **4.2 Acknowledgement by Bidder:**

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

- Made a complete and careful examination of the Bidding Documents.
- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.
- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents 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 the TIA, or a ground for termination of the Contract Agreement by the Agency.

- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

#### **4.3 Cost of Bidding:**

- 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 Bids for award of the Project including implementation of the Project.
- The Bidder shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The TIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **4.4 Verification and Disqualification:**

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid and forfeit the EMD if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
  - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
  - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this RFP.
  - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding 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 Letter of Award (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 RFP, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Agreement, or otherwise.

#### 4.5 Amendment of RFP:

- At any time prior to the deadline for submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the RFP and shall be published online on the website [www.osrtc.in](http://www.osrtc.in). TIA will assume no responsibility for receipt of the Addendum or Corrigendum.
- To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, the TIA may, at its own discretion, extend the Bid Due Date.

#### 4.6 Proprietary data:

All documents and other information supplied by TIA or submitted by a Bidder to TIA shall remain or become the property of TIA. 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 Bid. TIA shall not return any Bid, or any information provided therewith.

#### 4.7 Language, Format and Signing of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA 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 Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this RFP. The TIA will evaluate only those Bids that are received Hard copy in the required formats and complete in all respects. The Pre-qualification shall be submitted as per the check list provided in Annexures.
- The Financial bid is to be submitted as per the format given in Annexure XV: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid 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.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the RFP. Any deviations with respect to this may make their Bid liable for rejection.

**As part of Pre-Qualification, the following shall form part of the proposal (Envelope I):**

- i. Tender 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 III: Pre-Qualification Checklist and Supporting documents.
- v. Annexure IV: Details of Bidder

- vi. Annexure V: Power of Attorney
- vii. Annexure VI: Self-Declaration for Non-Blacklisting
- viii. Annexure VII: Declaration for Non-Performance
- ix. Annexure VIII: Technical Capacity of Bidder
- x. Annexure IX: Financial Capacity of Bidder
- xi. Annexure X: Undertaking Availability of Spare Parts
- xii. Annexure XI: Statement of No Deviation Commercial
- xiii. Annexure XII: Statement of No Deviation Technical
- xiv. Annexure XIII: Statement of No-Deviation in Delivery Schedule
- xv. Annexure XIV: Manufacture Authorization Form Format
- xvi. Annexure XVI: Statement related to Life of all some of the Bus Aggregates for each type of Bus quoted-Not to be considered for Financial evaluation.

○ **The Financial Proposal shall be submitted in formats provided in the following annexures (Envelope II):**

- i. Annexure XV: Format for Financial Proposal
- The Bidder shall submit Pre-Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. **The Bidder shall submit the hard copy and soft copy in Pen drive.**
- Pre-Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with RFP by Speed Post/ Courier service or submit the proposal with The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar- 751001, Odisha.
- The cover Envelope III shall clearly bear the following identification: **“Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)”** and shall clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to -

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

- The Bidder shall submit Pre-Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. The Bidder shall submit the hard copy of Pre-Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- Further, Bidder are required to submit all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.

- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the RFP.
- Bids should be submitted before 3:00 PM on the Due Date as specified in the RFP. The cover **Envelope III** containing the following documents shall be submitted at the address provided in the manner and form as detailed in this RFP within the due date and time as specified in the RFP.
  - i. Tender processing fee as per RFP & EMD along with Pre-Qualification documents (**Envelope I**), signed copy of the RFP and
  - ii. Financial Proposal (**Envelope II**)
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing a Corrigendum /Addendum.
- Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- Modifications/ Substitution/ Withdrawal of Bids:
  - The Bidder shall modify, substitute, or withdraw the bid prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
  - Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.
- 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.
- 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 Bidding process is cancelled or closed 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.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

#### **4.8 Validity of Bid:**

- Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Financial Bid.
- In exceptional circumstances, prior to expiry of the original bid 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 bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance all respects.

#### **4.9 Confidentiality:**

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 the TIA in relation to or matters arising out of or concerning the Bidding Process. The TIA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA 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 TIA.

#### **4.10 Correspondence with Bidder:**

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

#### **4.11 Earnest Money Deposit (EMD):**

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 2,00,000/-** (Rupees Two Lakhs only) in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- 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\*.
- 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 Bidding process is cancelled by TIA. 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.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- 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:

- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this RFP.
- If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
- In the case of successful Bidder, fails within the specified time limit:
  - I. to sign the Agreement and/or
  - II. to furnish the Performance Bank Guarantee 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 Bank Guarantee.

## **5. Evaluation of Bids**

### **5.1 Bid Evaluation Committee**

- OSRTC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the RFP (Pre-qualification and Technical) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid 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.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- The Bid Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- 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.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

### **5.2 Overall Evaluation Process**

- The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this RFP.
- Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Financial Proposal.

- 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.
- 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.
- 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.
- 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.

### 5.3 Pre-Qualification Proposal Criteria

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.

Sl.No.	Basic Requirement	Specific Requirement	Documents required
<b>PQ1</b>	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft
<b>PQ2</b>	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft
<b>PQ3</b>	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 .	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/ Registration/ /Partnership deed signed by Authorized Signatory of the Bidder.</li> <li>• Copy of PAN/ TIN/ TAN</li> <li>• Valid GSTIN and copy of GST Registration Certificate.</li> </ul>



Sl.No.	Basic Requirement	Specific Requirement	Documents required
PQ4	Annual Turnover	Minimum <b>average annual turnover</b> of the organization must be <b>INR 500 Crores</b> from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. (Provisional for FY 22-23)  Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
PQ5	Net worth	The Bidder should have <b>200 Cr</b> net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)  (Provisional for FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under <b>Annexure-X</b>
PQ6	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 bid.	A self-certified letter signed by the Authorized Signatory of the Bidder
PQ7	Manufacturing Experience	The bidder should have experience of manufacturing minimum <b>500 buses on an Average annually in last 3 years in India</b> from the last date of Submission of the bid.	<ul style="list-style-type: none"> <li>• Documents Proof</li> <li>• Manufacturer Undertaking/Certificate.</li> </ul>
PQ8	Relevant Experience	The bidder must have supplied on an average of <b>100 nos. buses</b> during the last three years ending on 31.03.2023 to any STU either in single or multiple orders.	Word Order/ LoA / Contract agreement etc
PQ9	Authorised Service Centre	The Bidder should have a working Bus <b>Service centre in Odisha</b> that has been Operational from the <b>Last Three Years</b> from the last date of Submission of the Bid.	The Bidder shall submit latest Electricity bill with Address and a Self-Declaration stating the same on the bidder's letter head.

<b>Sl.No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents required</b>
<b>PQ10</b>	No Deviation Certificate	The Bidder should submit a No Deviation Declaration Certifying that there is no deviation from the Specification Prescribed in the RFP.	No Deviation Certificate on Bidders Letter head.
<b>PQ11</b>	Certification	The bidder must have bus body manufacturing facilities and plant of appropriate size/capacity and accredited as per relevant AIS and IS Standards.	<ul style="list-style-type: none"> <li>• ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant.</li> <li>• Certification / License</li> </ul>
<b>PQ 12</b>	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, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.
<b>PQ 13</b>	Warranty	<p>A Bidder Should have Bus warranty with minimum period of 2 years or 2 Lakhs KMs whichever is earlier.</p> <p>The Vehicle Warranty on all Bus Components (including Battery, charging cords etc)</p>	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in 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 Prequalification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.*

Selected Bidder Shall attend to all failures of any parts, by replacement/repair of the defective parts (hardware/software) free of cost to the required location during the guarantee/warranty period.

In the event of any defect or deficiency being noticed in the functions of the system, which is attributable to the defective material, design or workmanship, during the guarantee/ warranty period, the bidder shall make good the same at his cost.

A copy of necessary "Operation and Maintenance manual", "Spare parts Catalogue" trouble shooting guide etc. Should be supplied to depots along with system at no extra cost.

Further all defunct parts such as all bus components including but not limited to battery, charging cords, charging infrastructure etc. shall have to be replaced/ repaired in order to provide uninterrupted service and guaranteed operational kilometers as mentioned in the RFP.

In addition to the above, the Bidder, if required by the Purchaser, shall promptly furnish further information regarding his capacity / capability, and he should extend all possible cooperation to the representatives of the Purchaser for assessing his capacity / capability during the actual visit to his works /office.

The technical experience and financial capabilities of any other Group Company or holding company or subsidiary company of any Bidder shall not be considered for evaluation.

JV / Consortium is not permitted to participate in the Selection. Only Single Applicant is/are permitted to submit applications. The Applications / Eligibility and Qualification Submission of the Applicant(s) submitting as Consortium shall be termed as non-responsive and rejected.

OSRTC may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents, however no additional document can 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.

#### **5.4 Selection Procedure:**

The **Least Cost Based Selection (LCBS)** Method will be followed during the overall selection process. Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in this tender. Envelope II marked "Financial Bid" shall be kept sealed for opening as per date mentioned in this RFP. Envelope II marked "Financial Bid" shall be kept sealed for opening as per date to be intimated by the TIA.

#### **5.5 Evaluation of Financial Bid:**

The bidder should necessarily give the financial details in the **Annexure XV: Format for Financial Proposal** of this RFP. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in this RFP (hence the bidder is expected to understand the RFP in all respects). In case the selected bidder does not quote for or provision for any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to TIA.

- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be submitting to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.
- The pre bid qualification proposal should not contain any financial information, if found same shall be considered as rejected.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, OSRTC shall be guided by the principles, precedents and definitions contained in the Securities and

Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform OSRTC of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

### **5.6 Selection of Bidder:**

- The Bidder/s whose Bid is adjudged as responsive in terms of RFP and with the **Least Cost/ lowest in the financial bid (L1)** shall be declared as the selected Bidder/s (the “Successful Bidder/s”).
- If two or more Bidder have the lowest in the financial bid, then OSRTC shall award the work to the bidder with highest technical score.
- After selection, a Letter of Award (LOA) shall be issued, in duplicate, by OSRTC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, the bidders shall have to sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder 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 as mutually agreed genuine pre-estimated loss and damage suffered by OSRTC on account of failure of the Successful Bidder to acknowledge the LOA.
- After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between TIA and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of the Contract Agreement between TIA and Successful Bidder shall be identified as Commercial Operation Date (COD).
- The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

### **5.7 Contacts during Bid Evaluation:**

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, the 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.

### **5.8 Signing of Contract:**

The Agreement will be signed as per RFP, after selection of Successful Bidder. TIA 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 LOA by TIA, for reasons attributable to the selected bidder.

### **5.9 Failure to agree with the Terms & Conditions of this RFP:**

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

### **5.10 Performance Bank Guarantee:**

Performance Bank Guarantee is governed for supplies and services as follows:

- The bidder shall carry out the services in conformity with the requirements of this RFP, generally accepted professional and technical norms relevant to such projects and to the satisfaction of TIA.
- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
  - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **10% of Total Contract Value**.
  - 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.
  - The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LOA).
  - The Performance Bank Guarantee may be discharged/ returned by TIA 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.
  - 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.
  - 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 TIA 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 TIA.

#### **5.11 Execution of Agreement:**

After acknowledgement of the Work order as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of Work order. The selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

#### **5.12 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.

**5.13 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, analysed, processed or in whatever manner provided by the Consultant to OSRTC in relation to the Consultancy shall be the property of OSRTC.

## 5.14 Liquidated Damages

5.14.1 Liquidated damages—if the Contractor fails to deliver any or all of the buses or fails to complete the commissioning of same within the delivery period (s) specified in the contract, the Purchaser shall, without prejudice to other remedies under the contract, levy/ deduct per estimated liquidated damages as follows:

5.14.2 @ **0.5%** (Zero point five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof up to 2 (two) weeks of delay, and

5.14.3 @ **0.75%**(zero point seventy-five per cent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is between 2 (two) weeks and 4 (four) weeks and

5.14.4 @ **1.00%** (One percent) of the total value of the buses (inclusive of GST) which the Contractor has failed to deliver/commission within the period fixed for delivery /commissioning for delay of each week or part thereof on entire delay period if delay is beyond 6 (six) weeks. The decision of Purchaser shall be final in this regard.

Example: In case delay period is 32 days, then pre-estimated Liquidated damages shall be worked @ 0.75% for 5 weeks.

5.14.5 The amount of pre estimated Liquidated damages to be charged under the contract, in terms or preceding sub clauses shall not exceed **5% of the total value** of contract (inclusive of duties & taxes)

## 5.15 Termination For Default

5.15.1 The Purchaser may, without prejudice to any other remedy for any breach of any terms /condition of the contract, by written notice of default of **30 days** sent to the Contractor/Bidder, terminate the contract in whole or in part and forfeit the performance security along with interest thereupon:

- If the Contractor/Bidder fails to deliver any or all of the buses or fails to commission the same within the delivery schedule (s) specified in the contract, or any extension thereof granted by the Purchaser.
- If the Contractor/Bidder fails to perform any other obligation (s) under the contract.
- The firm / Bidder will be liable to be blacklisted for the following clauses:
  - Dishonest/fraudulent/sharp practices are indulged in by the party/ Bidder.
  - Advancing a claim on the basis of forged documents.
  - Sale or supply of spurious items and compromising public safety.
  - Material concealment/suppression of facts or gross misrepresentation of facts.
  - Any other case or situation involving national security.
  - Blacklisted causes in OGFR And Finance Dept. of Odisha clauses

## 6. Force Majeure

- For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract shall be postponed during the period when such circumstances are operative.
- The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor/Bidder for not performing his obligations under this clause/contract.
- Any waiver/extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.
- If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- The Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

## 7. Delivery Bus Schedule

**7.1** The delivery of 02 Nos. 9m to 10m Midi buses including prototype bus is to be completed within the contracted delivery schedule of 60 days from the date of contract agreement as per following schedule:-

### **Within first 20 days :- 02 Buses**

**7.2** If the Contractor fails to complete the supplies within contracted delivery period of 60 days, the Purchaser shall take actions as per **Clause 5.14** of General Conditions of Contract.

**7.3** The Contractor/Bidder shall, as may be required by the TIA, deliver at the place/places detailed in the contract, or purchase order, the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties will be imposed as per penalty clause number 5.14 of RFP.

**7.4** The Contractor/Bidder shall get the model of the delivered bus registered in eVahan portal State Transport Authority (STA), Cuttack., Odisha and shall commission the buses within 07 days of Provisional Acceptance of buses at the Authority end. If the Contractor fails to commission the buses during aforesaid period, the Purchaser shall take action as per clause 7.10 of General Conditions of Contract.

**7.5** The Authority shall not be liable to render assistance to the Contractor/bidder in securing or in arranging or providing transport for the ordered Buses.



- 7.6** The Contractor/Bidder shall give call for pre-dispatch inspection of the buses, failing which Authority shall not be liable for delay in inspection and supplies of buses.
- 7.7** The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspecting Officer or such other Officer is nominated by the Authority for the purpose of ascertaining the progress of the deliveries under the contract.
- 7.8** A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of buses, the Authority at his discretion may take any one or all of the following actions :
- Terminate the Contract for unsupplied quantity, and/or
  - Forfeit the Performance Guarantee along with interest thereupon: and/or
  - Effect purchases at the Bidder's risk and cost for the unsupplied quantity as per clause 8.2 herein after, and/or
  - Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.

## **8. Open Clause**

- 8.1** The Authority reserves the right to increase/decrease the number of Buses ordered of the initially contracted numbers of Buses, (i.e., the number of buses ordered in the Letter of Bid acceptance) at any time till the completion of delivery of the entire ordered number of Buses without any change in the Unit Price or other Terms & Conditions. The decrease / increase in ordered quantity, if any, will be intimated within three months to the contractor /bidder from the date of clearance by the Authority.
- 8.2** The increase of quantity shall be incorporated through an amendment. For the additional quantity, additional delivery period proportionate to the delivery period of the ordered quantity will be allowed. The Contractor/Bidder will have to deposit performance security of additional amount separately within 30 days from the date of amendment of increased quantity in the same manner & method prescribed.

## **9. Inspection of Buses**

- 9.1** Authority or representative(s) authorized by the Authority shall carry out inspection of Prototype (if required) and other buses at each of the following stages before pre dispatch stage at Supplier's manufacturing premises.
- a) Structural assembly stage before paneling in all buses. .
  - b) Paneling and painting stage of buses including shower test. .
  - c) Final completion after paneling and equipping/painting of buses (Fully built buses).
  - d) Initial run of the buses to assess the operation and quality.
- 9.2** For any Deficiency noted by the Authority during any stage of the inspection, the Supplier shall initiate immediate remedial actions for the same as advised by the Authority. The Authority or Representative of the Authority shall not be entitled to suggest changes or modifications which are not part of the mutually agreed bus specifications. Every Stage clearance is necessary to move to next stage for each bus.

## 10. Service Engineering

The successful bidder shall furnish information on maintenance practices to be followed for these buses, clearly spelling out the following:-

Inspection procedure & periodicity of various preventive schedules in detail including gauging practices.

Maintenance procedures in detail including preventive maintenance schedules.

Facilities required for maintenance, giving detailed information on the following:-

- a) Plant & Machinery required for maintenance.
- b) Gauges, Jigs and Fixtures and Tools required during maintenance.
- c) Space requirements for maintenance facilities and
- d) Any other details necessary for development of said facilities.

## 11. Training

The Contractor/Bidder shall arrange orientation training for drivers @ four drivers per bus at Drivers Training Centre for at least one week before the actual commissioning of the buses. Similarly, adequate training will be provided to at least 60 workshop staff including Mechanics/Technicians/Supervisors / Engineers of OSRTC in batches of 20 each so that the workshop staff may be able to repair and maintain the buses independently. This training will be provided 'free of cost' as and when required by the Authority within 3 years from the date of delivery of buses. Course material/Manuals of maintenance/repair will be provided by Contractor on 'free of cost' basis. Bus fuel/ available facilities with the Authority will be provided by the Authority.

## 12. Warranty

- 12.1** There will be standard warranty for two years or 2.0 LAC K.M.(whichever is earlier) from the date of final acceptance. The successful bidder shall be responsible for any defect or failure of buses or equipment or engine seizure, undue tear of brake drums, uneven wear and tear of tyres, non-functioning of air conditioning system or any other defect thereof as well as defective/poor material apart from normal wear and tear, provided in these buses due to defective design, material or workmanship for a period specified in this RFP individually for each bus from the date of issuance of Final Acceptance Certificate by the committee. The rectification /replacement of failed components /equipment shall have to be undertaken by the Contractor free of charge at the OSRTC workshop/depot. Successful bidder shall collect failed and defective components/ equipment from the depot of this undertaking and send them to the works of the successful bidder at his cost and responsibility. This shall be arranged directly by the Contractor or his representative. Further, should any design modification be required to be made in any assemblies/sub-assemblies such as engine, self-starter and alternator, transmission, air suspension, front axle, steering, electronic destination boards of the buses, pneumatically operated doors etc. the period of warranty would commence from the date when the modified assemblies/sub-assemblies/parts/design is commissioned in service.
- 12.2** Successful bidder shall be required to station required number of supervisors with team of 6 technical workers from date of Final Acceptance and till completion of warranty period. Further, necessary technical personnel beyond above shall also be deputed by the successful bidder at his own cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.

**12.3** Successful bidder shall ensure the repair of bus within timelines as per table below failing which actual expenditure incurred for repair of such bus body will be recovered from the performance security of the successful bidder and Purchaser will be at liberty to forfeit security deposit/performance security. Repetition of continuous 3 such incidents/defects may lead for blacklisting of the successful bidder, apart from other punitive action.

SI No	Nature of Repair	Repair or Replacement time in no. of days
1	All minor repair & replacement of aggregates like Air Compressor, Intercooler, Clutch Plate, Alternator, Injectors, Retarder etc.	3
2	All major repair & replacement of aggregates like Engine, Gear Box, Rear Axle, Front Axle etc.	7
3	Minor repair of replacement of parts	3
4	Major repair of replacement of parts	7

### 13. Submission of Design

- A. Bus Design shall be developed based on requirements given in the technical specifications and sound engineering practices. The design of bus body shall be submitted by the successful bidder with supporting technical data to this undertaking for approval. However successful bidder shall be required to obtain type approval certificate for the bus and **conformity of the production (COP)** as per relevant CMVR and bus body code AIS-052. In addition, Finite Element Analysis using Computer Aided Engineering (CAE) techniques for required loads/performance requirements, approval shall be obtained from the ARAI/ICAT/CIRT. The successful bidder shall be liable for ensuring adequacy and safety of the design of the buses.
- B. Notwithstanding the approval, bidder shall be wholly and completely responsible for satisfactory design, manufacture, supply and performance of these buses offered during the contract period.

#### 13.1 Bus Body confirming to Standard Specifications:

The material used in the construction of buses shall be as per Bureau of Indian Standards (BIS)/ Automotive Industry Standards (AIS) specifications meeting/ surpassing the performance & other requirements as given in the AIS0-52 Rev-I Bus Code. In absence of above specifications, Association of State Road Transport Undertakings (ASRTU) specifications could be followed. Wherever Indian Standards are not available, internationally acceptable standards may be referred /indicated. Specifications standards wherever indicated in the Technical Specification shall be conforming to the Specification Standards as amended Upto date/ or latest. The safety requirement shall be as per Bus code.

BIS Standards are available from Bureau of Indian Standard, Manak Bhawan, 9-Bahadur

*RFP for Purchase of 02nos Diesel BS-VI Midi Buses under OSRTC*

Shah Zafar Marg, New Delhi-110002. Web site: <http://www.bis.org.in>. Similarly, AIS 052(Revision 1 or up to date) & other code Standards are available from Automotive Research Association of India, Post Box No.832, Pune -411 004. Web site: <http://www.araiindia.com>. ASRTU Specifications are available from Association of State Road Transport Undertakings, Plot No. 4-A, PSP Block, Pocket-14, Sector-8, Dwarka, New Delhi110075. Web site: <http://www.asrtu.org>, E-mail address: [asrtu@de12.vsnl.net.in](mailto:asrtu@de12.vsnl.net.in).

## Bus Specification

SI No	Parameter	9m to 10m (midi bus) Specification
<b>1</b>	<b>Certification</b>	
1.01	Bus type	TYPE II, NDX
1.02	Category Of Bus	Midi
1.03	Type of Fuel	Diesel
1.04	Vehicle Emission Compliance	BS-VI with OBD II
1.05	Compliance to Latest revision of CMVR Rules in all respects	Yes
1.06	Tracking Device (VLT/ATD) compliance of AIS 140	Yes
1.07	Security Camera Network(CCTV) as per IS 16833/2018	Yes
1.08	Bus Body	Meeting CMVR, AIS 052 and AIS 153
<b>2</b>	<b>Engine and powertrain</b>	
2.01	Minimum Engine Power (BHP)	140
2.02	Rated RPM at Min power (minimum)	2400
2.03	Engine Torque Minimum (N-m)	400
2.04	Engine Exhaust system	Both EGR & SCR
2.05	Engine Aspiration	Turbocharged
2.06	No of Cylinder in Engine Minimum	4
2.07	Acceleration (0-30 kmph)	As per AIS 153
2.10	Gradeability of Vehicle minimum	As per CMVR
2.11	Vehicle Transmission System	Manual
2.12	No of Speed/ Forward Gears	As per OEM Standards
2.13	Front Suspension System	Parabolic / Weveller
2.14	Rear Suspension System	Air / Parabolic
2.15	Vehicle Brake ABS Fitted	Yes
2.16	Vehicle Brake	Air assisted drum brakes with electronic stability control as per AIS 150 and AIS 153 as per GSR 246€ and CMVR Rule 125-C
2.17	Type of Clutch	Single plate dry friction type diaphragm clutch
2.18	Fuel Tank Capacity (Ltr) minimum	100
<b>3</b>	<b>Axles , Tyres and Steering</b>	
3.01	No of Axle	2

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<b>SI No</b>	<b>Parameter</b>	<b>9m to 10m (midi bus) Specification</b>
3.02	Type of Front Axle	I beam type ,made of alloy steel, with reverse Elliot
3.03	Type of Rear Axle	Fully floating type with spiral/ Hypoid gears
3.04	Tyre type	Tubeless Radial
3.05	Tyre Dimension (minimum)	225/75 R 17.5
3.06	Type of Steering	Hydraulically Power assisted
3.07	Towing Hook Front	Yes
3.08	Towing Hook Rear	Yes
<b>4</b>	<b>Electricals</b>	
4.01	Electrical System Minimum	12 volts with battery isolating switch
4.02	Capacity/Rating Battery (Ah) (Minimum)	130 / As per OEM
4.03	Starter rating, volts (Minimum)	12
4.04	Starter make and Model	Lucas/Bosch/SEG
4.05	Alternator Rating, amps minimum	As per OEM Standards
4.06	Alternator make and model	Lucas/Bosch/SEG
<b>5</b>	<b>Body Specification</b>	
5.01	Body design	As per AIS 052 and AIS 153
5.02	Front show	FRP
5.03	Rear show	FRP
5.04	Side Luggage box	LH side 1 no's, Flap door with luggage lock with gas spring and lights
5.05	Exterior Panel – Skirt	GI Sheet
5.06	Exterior Panel – Stretch	GP Coil
5.07	Exterior Panel – Roof	GI Sheet
5.08	Interior Panel – Roof	Pre painted GI sheet
5.09	Interior Panel – Side	Pre painted GI sheet
5.10	Interior Panel – window pillar finishers	Pre painted GI sheet/ABS
5.11	Floor	12mm FR grade plywood with 1.5mm thick vinyl mat as per AIS 052
5.12	No of passenger Doors	1
5.13	Position of passenger door	Before front axle (As per Road Condition)
5.14	Vehicle Seating Capacity Excluding Driver	Minimum Seating capacity excluding Driver

*RFP for Purchase of 02nos Diesel BS-VI Midi Buses under OSRTC*

<b>SI No</b>	<b>Parameter</b>	<b>9m to 10m (midi bus) Specification</b>
5.15	Seating Plan	2X2 fixed type
5.16	Type of seats	HHR
5.17	Widows Glasses (toughened type glass as per ARAI approved)	Side windows with top portion fixed and bottom portion sliding will be provided.
5.18	Swivelling Fan	For Driver
5.19	Rear Number Plate position	Bottom Bumper Centre
<b>6</b>	<b>Dimensions</b>	
6.01	Wheelbase, mm (minimum)	4200
6.02	Overall length (over body excluding bumper)	9400
6.03	Width of Vehicle Body, mm	As per CMVR
6.04	Height of Vehicle Body, mm	As per CMVR
6.05	Front Overhang ( Max 40% of wheelbase), mm (Minimum)	2020 ( Max 40% of wheelbase), mm
6.06	Rear Overhang (Max 60% of wheelbase), mm (Minimum)	2520 (Max 60% of wheelbase), mm
6.07	Floor Height, mm (Minimum)	650
6.08	Ground Clearance, mm (minimum)	180
6.09	Turning Radius, mm (Minimum)	7200
<b>7</b>	<b>Weights</b>	
7.01	Kerb Weight, kgs	As per OEM Standards
7.02	Gross Vehicle Weight, kgs	As per OEM Standards

## **IT & PIS**

Bus Specification/Technical Specifications” shall mean the specifications of the Contracted Buses including but not limited to design, power, GRPS, GPS and PIS and other IT equipment and other details stipulated by the Authority during the purchase of such buses.

### **Architecture:**

The architecture defines the overall inter connectivity of the different sub system inside the vehicle, communication within the sub systems and connectivity to the backend solution for the transmission of the real time vehicle information. It shall consists of following sub systems Passenger information system (PIS).

- Automatic vehicle location system (AVL)
- Security camera network system (SCN)
- Vehicle health monitoring and diagnostics (VHMD)
- On-board pole mounted ticketing machines

### **Camera :**

- 2 nos. CCTV inside the bus, and 1 no. at back side of bus and 1 no. for dashboard Camera with NVR, AVLS device (AIS-140) along with Panic buttons, Provision of Sim Card/ Dongle and to transmit live feed to Command Control Center along with 7” TFT Monitor.
- Further it should have capability to store footage Upto 15 days and memory should be extendable.
- Further the switch for camera should be controlled by Ignition switch keys of driver.

Dashboards tell-tale lighting/control lighting- As per AIS 052 & bulbs tested for photometry as per IS 1606:1996

Cabin lighting and Passenger Area Lighting- LED Lights as per AIS 052

Fire extinguisher- Dry chemical powder type GSR– 853 (E) dated 19.11.2000 (or latest) and as per AIS 052, 1 nos. 6 kg each and 2 nos. 2 Kg each, ISI Marked

First aid box-1 Number, as per provision of CMVR complete with first Aid items like Bandage, betadine tube, cotton etc.

Emergency exit doors, warning devices etc.: As per AIS 052/CMVR

Front/Rear door, step well lights, door open sign- LED Bulbs as per AIS 008

Warning triangle- As per AIS 052/CMVR

Fire Suppression System (for engine)- FDAS or FDSS as per AIS 153

Water Bottle holder- Required.



Public address system- Yes, and Mic at dashboard, LED TV display inside the bus.

Music System- Audio player having USB port with amplifier. 4 Nos of speakers at hat rack zig zag arrangement.

**PIS System :**

- All driver-related interfaces (input/output/feedback) for PIS must be provided on Single Control Unit (SCU) & Bus Driver Console(BDC).
- Amber colored, alphanumeric with graphic capability
- In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions.
- **Viewing distance**
  - Front, side and rear signs 50 meters minimum, for single line text, in day and night.
  - Inner 15 meters minimum, for single line text in day and night.
- **Display Characteristics**
  - Fixed, scrolling and flashing mode (with fixed route number, up to 6 characters, on front, side and rear signs).
  - Capability to show customized graphics.
  - Two lines English /one-line local language.
  - Total display height should accommodate two lines in English language and the Individual heights of each line should be adjustable to enable one line to be larger/smaller than the second line. However, during next stop announcement only single line text is required.
  - It should be possible to display, concurrently, different messages on each of the signs (front, rear, side and inner).
  - It should be able to display special signs like signs for 'PWD enable bus', 'ladies special'.
  - Display and voice announcement in English and local languages using Microsoft fonts (or any other as specified in tender) via window-based software package (window 7 or latest at the time of inviting the tenders).
- Signs should have ability to retain the last message displayed in the memory of the sign even in the event of power failure and without the message being reloaded from SCU. Test will be performed by disconnecting the SCU from the sign and power to the sign will be switched 'off' and 'on' to see if the Last message is retained and displayed.
- The system should have a programming capability as under
  - Minimum 75 routes UP and DOWN (150 numbers of destinations) on front, side and rear signs.
  - GPS triggered next stop display on Inner sign with synchronized voice announcement for minimum 75 stops on each route.

- The inner sign should be able to display and announce up to three languages, one after the other in sequence. For example, make display and announcement in English, then Hindi to be followed by local language for benefit of the passengers. Display and announcements should be possible "before arrival" of the bus at the bus stop, "on arrival" of the bus at bus stop and "after departure" of the bus from the bus stop.
- In event of GPS failure, the above functionality should be possible through manual intervention on BDC.
- Display driver and conductor ID once in between the stops on Inner sign vi Inner sign should be able to display text and customized graphics and announce up to pre-recorded messages by driver selecting 1~9on BDC display panel of the controller.
- Display customized graphics plus synchronized voice announcement – location based viii Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign.
- **Display size**
  - Front minimum 200x1800 mm –one
  - Rear and side: minimum 200x900 mm-one each
  - Inner : minimum100x800 mm –one
  - For Articulated buses 1 front, 2 inner, 2 side sign and one rear will be employed.
  - For midi buses one sign in front of size minimum 200X900 mm, back size minimum 200X900 mm and one inner sign minimum100x800 mm.
- **Pitch**
  - Front- maximum. H 13.4 mm x V14.1 mm (maximum H10.5 mm x V 14.1mm for midi buses)
  - Side and rear maximum. H10.5 mm x V 14.1mm
  - Inner 8 x 8 mm maximum
- **LED and display quality front, side and rear signs**
  - Amber colored LED, dominant wavelength 591~595nm (color matched and bin graded).
  - UV resistant, diffused lens 4 mm (minimum) or 'SMT PLCC2 standard package'
  - Wide viewing angle 120° horizontal & 60° Vertical
  - Ensure enhanced readability with full clarity on scrolls and long-life usage by incorporating non multiplexed system (constant current drive circuit) with typical LED Intensity 400~700 mCd at  $I_f = 20$  mA, alternatively multiplexed design (maximum 4:1) with typical LED intensity 950~1150 mCd at 20 ma
- **LED and display quality inner sign**

- LED amber dot matrix viewing angle 45° all around, intensity minimum 40 mCd, dominant wavelength 590 ~595 nm.
- Structure
  - Front ,side, back and rear signs : light weight structure with toughened glass fixed with UV resistant adhesive in front.
  - Inner sign: light weight structure with poly glass /acrylic/toughened glass.
  - Electronic devices used to be 'automotive grade' rated for temperature -25°C to +85°C with conformal coated PCB boards.
  - Power to signs shall be supplied through bus multiplex wiring system.

**LH side 1 no's, Flap door with luggage lock with gas spring and lights**

- Cabin luggage carrier (CLC)- As per AIS 052
- Width from side wall in mm- 250 (9m to 10m),
- Height from roof in mm- 200
- Design & material- "ABS (acrylonitrile butadiene styrene) ASTM-BS368/better or similar to that in Passenger aero planes
- Additional provisions at the underside of CLC:- as required by Authority.
- Individual seat reading light- At the discretion of purchaser. Bus should be enabled.
- Individually adjustable air conditioning knob- At the discretion of purchaser. Bus should be enabled.
- Call button- At the discretion of purchaser. Bus should be enabled.
- Cabin luggage carrier- As per AIS 052
- sufficient luggage booth to be provided in addition to parcel racks/hat-racks.
- The bus must be equipped with a secure and sturdy roof top carriage system capable of safely carrying & laddering facility for additional luggage, equipment, or other items as required by the Authority.

# **ANNEXURES**

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

To

Date: \_\_\_\_\_

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

Ref: **“Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)”**

1. Being duly authorized to represent and act on behalf of.....  
(hereinafter referred to as “the Applicant”) and having reviewed and fully understood all of the information provided in the RFP document provided by the Authority in respect of the captioned selection, the undersigned hereby submits the Applications in response to the RFP.
2. I/We have studied the RFP document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process.
3. This statement is made for the selection purpose of qualifying as an Applicant for the selection.
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 certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, 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.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the Selection Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or misstatement in facts provided by us will make our Application invalid at any time during the Selection Process and also after the Selection; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Selection Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right 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 Agencies, or in connection with the Selection Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.

11. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
12. I/We submit cost of RFP document of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
13. I/We offer a EMD of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

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Signature of the Authorized Person

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Name of the Authorized Person

Dt -----

## 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.	RFP Reference (Section No., Clause, Page No.)	Content of RFP	Clarification Sought	OSRTC Response (space to be left blank by the Bidder)
1				
2				
3				

### Annexure III: Pre-Qualification Proposal Criteria

Sl.No.	Basic Requirement	Specific Requirement	Documents required	Page No
PQ1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 .	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder.</li> <li>• Copy of PAN/ TIN/ TAN</li> <li>• Valid GSTIN and copy of GST Registration Certificate.</li> </ul>	
PQ4	Annual Turnover	Minimum <b>average annual turnover</b> of the organization must be <b>INR 500 Crores</b> from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit &amp; Loss account statement of the bidder for each of the last 3 audited financial years. (Provisional for FY 22-23)</p> <p>Certificate duly signed by Statutory Auditor of the Bidder for total turnover.</p>	
PQ5	Net worth	The Bidder should have <b>200 Cr</b> net worth for last	Certificate from the Statutory Auditor clearly stating Positive Net worth	



Sl.No.	Basic Requirement	Specific Requirement	Documents required	Page No
		three (3) years. (FY 20-21, FY 21-22, FY 22-23) (Provisional for FY 22-23)	as defined in this RFP in the stipulated format under <b>Annexure-X</b>	
<b>PQ6</b>	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 bid.	A self-certified letter signed by the Authorized Signatory of the Bidder	
<b>PQ7</b>	Manufacturing Experience	The bidder should have experience of manufacturing minimum <b>500 buses on an Average annually in last 3 years in India</b> from the last date of Submission of the bid.	<ul style="list-style-type: none"> <li>• Documents Proof</li> <li>• Manufacturer Undertaking/Certificate.</li> </ul>	
<b>PQ8</b>	Relevant Experience	The bidder must have supplied on an average of <b>100 nos. buses</b> during the last three years ending on 31.03.2023 to any STU either in single or multiple orders.	Word Order/ LoA / Contract agreement etc	
<b>PQ9</b>	Authorised Service Centre	The Bidder should have a working Bus <b>Service centre in Odisha</b> that has been Operational from the <b>Last Five Years</b> from the last date of Submission of the Bid.	The Bidder shall submit latest Electricity bill with Address and a Self-Declaration stating the same on the bidder's letter head.	

Sl.No.	Basic Requirement	Specific Requirement	Documents required	Page No
PQ10	No Deviation Certificate	The Bidder should submit a No Deviation Declaration Certifying that there is no deviation from the Specification Prescribed in the RFP.	No Deviation Certificate on Bidders Letter head.	
PQ11	Certification	The bidder must have bus body manufacturing facilities and plant of appropriate size/capacity and accredited as per relevant AIS and IS Standards.	<ul style="list-style-type: none"> <li>• ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant.</li> <li>• Certification / License</li> </ul>	
PQ 12	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, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.	
PQ 13	Warranty	<p>A Bidder Should have Bus warranty with minimum period of 2 years or 2 Lakhs KMs whichever is earlier.</p> <p>The Vehicle Warranty on all Bus Components (including Battery, charging cords etc)</p>	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.	

**Annexure IV: Details of Bidder**

<b>SI No</b>	<b>Description</b>	<b>Status</b>
1	Name of the firm	
2	Status(Legal entity)	
3	Address with pin code	
4	Contact person (Management)	
5	Contact number	
6	Fax No.	
7	Mobile No.	
8	Email Id.	
9	Web address	

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date .....

## **Annexure V: Power of Attorney (On stamp Paper)**

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, \_\_\_\_\_ [name of the company/partnership/ proprietary firm], a \_\_\_\_\_ [Company/partnership/ proprietary firm] incorporated under the \_\_\_\_\_ [Insert relevant act], having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Request for Proposal (RFP) for “for Selection of Revenue Collection Agency under OSRTC.(“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the OSRTC and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_ daughter/son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint \_\_\_\_\_ [name & designation of the person] son/daughter/wife of \_\_\_\_\_ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the RFP.
- to sign all documents in relation to the Application (including clarifications and queries to the RFP) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application.
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary.
- to sign and execute contracts relating to the Project, including any variations and modifications thereto.
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity.
- to receive notices, instructions and information for and on behalf of the company/partnership firm.
- to execute all necessary agreements or documents for implementation of the Project,

including the Agreement for and on behalf of the company/partnership/ proprietary firm; and

- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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 power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ___day of _____,20___ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- [name &amp; designation of the person] <hr/>[name &amp; designation of the person]</p>
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Instructions:

- 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 legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by 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.

## Annexure VI: Non-Blacklisting declaration

{Company Letter head}

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 bid).

We further confirm that we are aware that our application for the “**Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)**” would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the agreement period. Dated this .... Day of..... 2023.

\_\_\_\_\_  
Name of the bidder

\_\_\_\_\_  
Signature of the Authorized person

\_\_\_\_\_  
Name of the Authorized Person

**Annexure VII: Self-declaration for Non-Performance**

{Company Letter head}

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 VIII: Technical capacity of the Bidder**

SI No	Name of project	Client / Agency	Period	Project Cost / Contract Value	Number of Manpower Deployed	Remarks
1						
2						
3						
4						

**Note:**

1. Supporting document with respect of each work experience to be furnished by the applicants.

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Signature of the Authorised Person

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Name of the Authorised Person

Date .....



## Annexure IX: Financial capacity of the bidder

### Format for CA Certificate

(The format should be certified by Chartered Accountant)

Sl. No.	Financial Year	Average Annual Turnover (INR Crores)	Net worth (in INR Crores)
1	2020-21		
2	2021-22		
3	2022-23		
4	Average		

Name of Bidder's Bankers:

Address of Bidder's Bankers:

#### Instructions

1. The Bidder should provide details of its own Financial Capacity specified in the RFP.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 years preceding the Bid Due Date. The financial statements shall:
  - a) Reflect the financial situation and turnover of the Bidder.
  - 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).
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP document.
6. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

Dated this \_\_\_\_\_ day of 2023.

Name of the CA:

Signature of certifying CA

## **Annexure X: Undertaking for the Availability of spare parts and after Sale Service**

(On bidders Letter Head)

Date: (Last Date of Submission)

To

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

**Subject:** *Understanding for the availability of spare parts and after sale service throughout the supply and commissioning of buses and warrantee period in India as provided in the RFP document.*

We here by confirm that, with respect to the RFP Document , we shall , for all the time as and when required, ensure provide Spare parts and other Aggregates of the buses and after sale Service at the destination specified by OSRTC.

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

**Annexure XI: Format for Statement of No-Deviation (Commercial terms)**

(No Deviation shall be submitted and accepted as a part of Proposal)

We here by undertake that our offer for supply of buses in unconditional and we have no deviations / modifications with respect to Term & Conditions provided in the RFP Summary, Instruction to Bidders and General Conditions of Contract provided in the RFP Document.

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

**Annexure XII: Format for Statement of No-Deviation From Technical Specification Stipulated in RFP Document.**

(No Deviation shall be submitted and accepted as a part of Proposal)

We here by undertake that our offer for supply of buses in unconditional and we have no deviations / modifications in terms of Technical Bus Specification provided in the RFP document.

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

### **Annexure XIII: Statement of No-Deviation in Delivery Schedule**

The bidder shall have to submit the deviation in the delivery schedule, in accordance with the respective Clauses of this RFP.

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

**NB:** The bidder has to comply with all the requirements as stipulated in the RFP keeping in view the changes/amendments made. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**No Deviations**”.

## **Annexure XIV: Manufacture Authorization Form Format**

To

Date: \_\_\_\_\_

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

**Ref: "Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)"**

Dear Sir,

We who are established and reputable Manufacturers / Producers of ..... having factories / development facilities at (address of factory / facility) do hereby authorize M/s ..... (Name and address of Agent) to submit a Bid and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

1. Such Products as the Employer may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
2. in the event of termination of production of such Products:
  - a) advance notification to the Employer of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - b) Following such termination, furnishing at no cost to the Employer, the documents, operations manuals, standards, and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

Yours faithfully,

Name

Name of the Producer

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer

## Annexure XV: Format for Financial Proposal

To

Date: \_\_\_\_\_

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

**Ref: "Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)"**

Tender Inviting Authority						
Name of the work: Purchase of 02nos. Diesel BS-VI Midi Buses (9m to 10m) under Odisha State Road Transport Corporation,(OSRTC)						
Contact No.						
Name of the bidder:						
DETAIL OF PRICE BID						
Sl No	Description	Unit	Quantity	Price per Unit of Bus (INR) in Words & Figures.	Taxes, duties, etc. in INR in words and figures	All-inclusive Price per Unit of Buses (INR/ bus) in words and figures.
1	2	3	4	5	6	
1	02nos. Diesel BS-VI Midi Buses (9m to 10m)	Each	02			

It is hereby certified that we have understood the instructions to the bidders, terms & conditions given in the RFP documents and have thoroughly examined the specifications given in the documents. We are fully aware of the requirement of buses in accordance with the terms & conditions of the RFP. We agree to abide by all the terms & conditions of the tender if the contract is awarded to us.

We hereby offer to supply the buses according to tender & supply order at the price quoted & agreed and to hold this offer open for acceptance for a period of 6 months from the date of opening

of Financial Bid of tender.

**Note :**

- Tender shall quote Unit Price including transportation charges, toll charges, insurance charges, training charges, temporary registration charges or any other charges from contractor Manufacturing Unit to destination OSRTC, workshop at Odisha and any other financial component defined in RFP but excluding GST.
- Proof of having deposited Goods & Service tax etc. as per rules enforce be provided.

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

This Financial Proposal is without any condition.

Yours faithfully,

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For and on behalf of (Name of Applicant)

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Duly signed by the Authorized Signatory of the Applicant

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Name, Title, and Address of the Authorized Signatory



**Annexure XVI: Statement related to Life of all some of the Bus Aggregates for each type of Bus quoted-Not to be considered for Financial evaluation.**

SN	Item	Aggregate life in km before re-conditioning	Life in km for each re-conditioning	No. of Re-conditions Available	Ex-factory price in Rs Per unit	Per unit cost of re-conditioning (in Rs)
1	Engine					
2	Oil filter					
3	Air filter					
4	Transmission					
5	Any other details					
6	Front axle					
7	Rear axle					
8	Steering					
9	Air suspension					
10	Battery					
11	Alternator					
12	Self-starter					
13	Pneumatic door cylinder					
14	Catalytic converter, if fitted					

The guaranteed life of the bus.....years.....Kms.