



Odisha State Road Transport Corporation

Request For Proposal (RFP)

for

**Development, Operation & Maintenance of Smart Parking Solutions
under OSRTC**

[RFP No 208 Date: 19/02/2024]

Issued By

Odisha State Road Transport Corporation (OSRTC)

Parivahan Bhavan, Sachivalaya Marg, Unit-II

Bhubaneswar-751001, Odisha

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Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of OSRTC or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by OSRTC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this RFP . This RFP includes statements, which reflect various assumptions and assessments arrived at by OSRTC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the OSRTC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP . The assumptions, assessments, statements and information contained in this RFP , may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. This information given is not 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 the law expressed herein.

OSRTC and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed from part of this RFP or arising in any way in this Empanelment Process.

OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP .

OSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP .

The issue of this RFP does not imply that OSRTC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, and OSRTC reserves the right to reject all or any of the proposals without assigning any reasons.

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

1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidder for “**Selection of Development, Operation & Maintainace of Smart Parking Solutions under 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. For any type of clarifications, bidder can contact **+91 6371 650 224, +91-9937567240**, Email: **osrtc.building@gmail.com, pmc@osrtc.org**

- i. Empanelment procedure shall be adopted as stipulated in this RFP .
- ii. Bidder(s) (authorized signatory) shall submit their proposal for eligibility and technical evaluation process.
- iii. Bidders/Agencies are requested to submit the complete RFP response proposal, processing fee, well advance in time to avoid any other unforeseen problems.

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	19/02/2024
2	Uploading of RFP document in OSRTC website	19/02/2024
3	Last date & time for Submission of Queries	29/02/2024
4	Response to Queries / Clarification	01/03/2024
5	Last date for Bid Submission	05/03/2024 (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	05/03/2024 (04:00 PM)
8	Date and time for opening of financial bids	-To be intimated-

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 empanel “**Selection of Development, Operation & Maintenance of Smart Parking Solutions under OSRTC**” and has, therefore, decided to carry out the bidding process for Empanelment of entities to whom the contract may be awarded.

- I. The Contract requires providing Agency Services 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.

3.2 Brief Description of Bidding Process:

The TIA has adopted a two Stage Bidding Process (collectively referred to as the "Bidding Process") for Empanelment of the Bidder for award of the Project. The Empanelment process involves 2 envelope Empanelment procedures, Pre-qualification of interested Bidders, Technical Qualification in accordance with the provisions of this RFP for Empanelment.

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**’.

- I. The details of the Bid submission are mentioned in this RFP .
- II. The validity of the Bid shall be as specified in this RFP .
- III. 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 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
- 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,
Parivahan 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 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 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 it and appropriate the 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 for a 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:

- Bidders 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 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 it and appropriate the 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. 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 hardcopy in the required formats and complete in all respects. The Pre- qualification and Technical proposal shall be submitted as per the check list provided in Annexures.
- 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. Empanelment 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

○ **As part of Technical-Qualification, the following shall form part of the proposal (Envelope II):**

i. Annexure VIII: Technical Capacity of the Bidder

ii. Annexure IX: Technical Evaluation Checklist

iii. Annexure X: Financial Capacity of the Bidder

○ **As part of Financial Proposal, the following shall form part of the proposal (Envelope III):**

▪ Annexure XII: Financial Proposal of the Bidder

- The Bidder shall submit Pre-Qualification, Technical Qualification proposal & Financial Proposal 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, Technical Qualification proposal, Tender Processing fees 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, Parivahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar- 751001, Odisha.
- The cover Envelope IV shall clearly bear the following identification: **Selection of Development, Operation & Maintainace of Smart Parking Solutions under 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
Parivahan Bhavan, Sachivalaya Marg, Unit-II
Bhubaneswar-751001, Odisha**

- The Bidder shall submit Pre-Qualification, Technical Qualification proposal & Financial Proposal in the format specified in Annexures and in accordance with this RFP . The Bidder shall submit the hard copy of Pre-Qualification, Technical Qualification proposal, Financial Proposal Empanelment fees 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 IV** 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 ,
 - ii. Technical Qualification proposal (**Envelope II**) and
 - iii. Financial Proposal (**Envelope III**)
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing an 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 up 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 it 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 **90 (Ninety) days**.
- 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) 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 up 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 for it 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 for Empanelment

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 the 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 3 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 Technical 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 required 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
PQ1	Empanelment fees	Empanelment 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"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate.
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 50 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years.</p> <p>Certificate duly signed by Statutory Auditor of the Bidder for total turnover.</p>
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-X

Sl. No.	Basic Requirement	Specific Requirement	Documents required
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	Relevant Experience	The Bidder should have experience in operation, maintenance, and Management of Parking Lot (Surface/ Multi-Level) for Government/ Semi-Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Airport/ Malls / Large Pvt Entity Development Authorities of India.	Work Order/ Contract Documents / Client Certificate
PQ 8	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 Annexure-VII in letterhead.
PQ 9	Valid ISO certification	The Bidder should have valid ISO certification from the Indian Certification Bureau	Copy of the ISO certificate

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 (GoI), or any of the agencies of SG/UT/GoI 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.

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 Future Assignment:

OSRTC reviews the financial proposals of bidders who have been successfully empaneled with the organization.

The **Least Cost Based Empanelment (LCBS)** against the empaneled bidders Financial and upon successful completion of negotiations, if required, shall be considered for issue of Letter of Award (LOA). The selected construction agency shall be required to send its acceptance of LOA within 07(seven) days of issue of LOA. Envelope III marked "Financial Bid" shall be kept sealed for opening as per date to be intimated by the TIA.

5.5 Evaluation of Technical Bid:

- **Weighted Technical Mark (TM)** will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP . The presentation will be held on as per date mentioned in the Data Sheet.
- An actual **technical mark below 70** shall disqualify the bid as technically non-responsive. A financial bid of only technically responsive bidders shall be opened.

5.6 Technical Evaluation Criteria:

The eligible bidders shall be evaluated based on the following criteria and technical mark shall be awarded to the bidders.

Sl. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ1	Experience in Operation, Maintenance, & Management of Parking Lot (Surface/ Multi-Level) for Government/ Semi-Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none">• 3 years or lower – 5 marks• 4 years – 7 marks• 5 years or more – 10 marks	10	A copy of work orders / agreement / client certificate copy previously issued
TQ2	The bidder shall have minimum INR 50 lakhs Annual Turnover from operation, maintenance, & Management of parking lot in India for each of the last 3 Financial Years.	<ul style="list-style-type: none">• For INR 50 lakh – 2 crore – 5 marks• For INR 2 – 5crore – 10 marks• For INR 5 Crores – 10 Crores – 10 marks• For INR 10 Crores – 15 Crores – 15 marks• More than INR 15 crores – 20 marks	20	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years

Sl. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ3	Value of each assignment i.e., Experience of Government service or similar assignments in State Govt, Central Govt, PSU, Airport & Malls projects in India.	<ul style="list-style-type: none"> Project Value 50 Lakh to 2 Crores = 5 marks Project Value 2 to 5 Crores = 10 Marks Project value 5 to 10 Crores = 15 Marks Project value more than 10 Crores = 20 Marks 	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU in the Transport Sector
TQ4	Experience of Government service or similar assignments in State Govt, Central Govt, PSU, Airport & Malls projects in India – Work order date/agreement date on or after 1st April 2018 – Project citation along with Client supporting document	<ul style="list-style-type: none"> For each project 5 marks will be awarded Maximum score is 20 marks 	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU
TQ6	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder	Your understanding of the Scope and Proposed Approach and Methodology and Manpower management, Business Plan and projected cash flow (CAPEX, OPEX, RoI, RoR etc.)	30	Presentation

5.7 Evaluation of Financial Bid:

- 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”).
- Only bidders who meet the Selection criteria as specified in the Request for Proposal (RFP) will have their Financial Bids considered during the financial evaluation process.**
- OSRTC reserved the right to select multiple empaneled bidder (s) for the Letter of Award (LoA) with the Least cost/ lowest in the financial bid (L1) percentage.**

- The bidder should necessarily give the financial details in the Annexure XII: 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 will 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 technical 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.
- 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.

Note: Selection of L1 vendor: However, bidders whose Financial Bids have Gross Total Rate (GTR) is less than 0.5 times of the Average Bid Rate or above 1.5 times of the Average Bid Rate will be disqualified. For example, if the Average Bid Rate among all 10 bidders is 10%, the bidders those have quoted GTR less than 5% or GTR more than 15% will be disqualified.

5.8 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.

5.9 Signing of Contract:

The Agreement will be signed as per RFP , after selection of Successful Bidder from the empaneled 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.

5.10 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.

5.11 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 **5 % 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 foRFP iture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

5.12 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.

5.13 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 it the Performance Security and appropriate the same by OSRTC.

5.14 Proprietary Data:

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

6. Project Framework

6.1 General Scope of Work

The successful bidder will have to carry out the following tasks as part of the scope:

1. Operate, Maintain and Manage the parking lot. The parking lot shall be operational 24 hours a day all throughout the year, except specifically instructed by the Authority.
2. Maintaining proper hygienic conditions in the area of parking. bidder shall ensure that there is proper sweeping and no littering of waste in the parking area.
3. Bidder shall be solely responsible for safety of the vehicles parked by the visitors.
4. Appropriate number of CCTV cameras to be installed covering the entire parking area including entry and exit points.
5. Full CCTV footage should be archived and made available for review by OSRTC or any authority authorized by OSRTC or Court during the Contract period.
6. Put up Signboard near Entry point and other prominent places displaying tariff and contact details for complaints / suggestions.
7. All tokens / tickets shall be electronically generated by the Operator. Operator shall ensure that token has been given to every vehicle parked in the parking. The Operator shall install a signboard in the parking area mentioning the liabilities of the operator towards the parked vehicle including luggage etc.
8. The selected agency personnel are responsible to inform the police or any other appropriate authorities regarding any suspicious material or activity noticed within the parking area or any vehicle that remains unattended in the parking for long period.
9. The selected agency should provide at least one safe drinking water outlet.
10. The selected agency shall be responsible to take all required insurances for execution of this assignment covering the personals of operator, visitors and professional liabilities etc.
11. The selected agency shall ensure that there shall be no encroachment in the parking area and no other activities shall be carried out in the parking area which has not been approved by OSRTC.
12. The selected agency shall be responsible for the behavior of its staff and ensure that the person engaged shall be properly trained and treat the visitors in good manner.
13. The selected agency shall ensure that no person including the staff of the selected agency shall be involved in any illegal activity in the parking area including consumption of liquor etc.
14. The selected agency shall ensure that there is no overcharging from fixed tariffs from visitors.
15. Open littering or defecation shall not be permitted in parking area.
16. The parking shall be free from unattended animals.
17. The selected agency is not permitted for any construction in the parking areas. However, Operator may construct fabricated structure for sitting of its staff after approval of the design from OSRTC.
18. The selected agency shall be responsible for all Social and Environmental compliances as per the applicable Laws and Acts during execution of the contract.

19. The selected agency shall operate boom barriers which have been installed at site i.e., at entry / exit points of the parking area. Undertake regular checking and immediate rectification / replacement in case of any fault or breakdown. Restrict any unauthorized entry into the parking area.
20. Ensure vehicles are parked in their designated parking areas only i.e., no open / vacant land within the site, other than those specifically marked as parking space, shall be used for parking purposes.
21. The selected agency should take due care of the parking sheds, solar panels and other infrastructure created by the Authority. Any damage to this infrastructure, either due to negligence of the selected agency or otherwise, should be immediately brought to the notice of the Authority and also in writing within 24 hours.
 - If the damage is due to negligence of the selected agency, it shall be rectified, repaired or compensated monetarily to the condition it was before such loss or damage occurred, within 7 days from such incidence by the selected agency. However, the Authority shall at its sole discretion allow for necessary deductions to be made from the selected agency's security deposit in lieu of compensation of such loss or damages.
 - The authority reserves the right to decide solely whether the damage caused is due to negligence of the selected agency or otherwise, after due consultation with the selected agency.
22. The safety and security of the parked vehicles shall solely rest with the selected agency. In case of any damage or loss of vehicle, the selected agency shall be responsible for compensating the owners of such vehicles. The Authority shall not be responsible or liable in any way to compensate for any such incidences.
23. The parking charges to be levied on different types of vehicles which are parked at the project site shall be decided solely by the Authority. The selected agency shall be authorized to collect the following parking charges:
24. The selected agency shall arrange and deploy sufficient number of "Cloud-Based Ticketing POS (Point of Sale)" which shall record date and time of entry / exit of vehicle, vehicle number and type, operator name, number of incoming vehicles etc. Moreover, these machines should calculate the exact amount to be collected depending on duration of vehicle in the parking area.
25. The selected agency should install suitable IT infrastructure (server / cloud storage / hardware etc.) for storage of recorded data so that the Authority has unhindered online access to complete MIS data, information, and reports of number of booked tickets, revenue generated, number of available parking slots, vehicle wise report etc. at all times and on daily / weekly / monthly / yearly basis. The selected agency should also submit a signed monthly report to the Authority with all necessary details, within 3 days of the preceding month.
26. The selected agency should provide online payment gateway support and integration with third party apps like credit cards, debit card, UPI / digital wallets etc.
27. The selected agency shall at all times display the parking rates for various types of vehicles and for different durations at suitable locations within the premises which are clearly visible to the users. A list of such locations along with design / size / color of rate boards shall be submitted to the Authority for its approval within 3 days after signing the concession agreement and handing over the premises to the selected agency.
28. All visitors must be issued a valid parking ticket, and the selected agency shall not charge over and above the prescribed parking rates as decided by the Authority. Any complaint in these regards, if found satisfactory, shall entail a penalty as per Clause 14.1.1. In case of repeated

violation, the Authority shall be at liberty to appoint another agency for the remaining contract period and the original selected agency shall not have any right or claim whatsoever.

29. Wherever necessary, the selected agency should co-ordinate and co-operate with any other agency appointed by the authority like an E-Vehicle charging agency, facility management agency, security agency etc.
30. The selected agency shall not sublet the work to any other agency or appoint any third party for undertaking the stated scope or transfer the lease to a third party.
31. The selected agency shall exercise adequate supervision to ensure proper performance of services in accordance with the requirements.
32. All the decisions and directives issued by the Authority will be final, applicable, and binding on the selected agency.
33. Activities mentioned hereunder are not exhaustive and the selected agency shall have to carry out the Operation, Maintenance & Management of parking area as per the good industry practices and standard operating procedures.
34. Upon Termination of this Agreement for any reason whatsoever, all the installed components by the selected agency i.e., developed app/system, procured license etc. shall be transferred and handed over to the Authority in working condition at no cost to the Authority.

6.2 Other Scope of Services

- i. If in case a separate parking space has been provided within the project sites to cater to the parking requirement of the staff. Parking passes shall be issued by the OSRTC to the associated staff / personnel. The selected agency shall not charge any parking fee for the vehicles of the staff possessing valid parking passes and which are parked in this designated space. However, operation, maintenance and management of staff parking space shall rest with the selected agency.
- ii. If a public convenience facility with provision of toilets, drinking water facility, baby care room, lounge for drivers and a multi-purpose hall etc. are provided at the site. These facilities will be operated and managed by a separate facility management agency to be appointed by the Authority and hence no charges shall be collected by the parking agency from users of these facilities.
- iii. In case, the Authority has installed PV Solar Panels on the roof of parking sheds. The selected agency should ensure unhindered entry / exit of the agency's manpower appointed for operation and maintenance of these Solar PV Panels within the project site.
- iv. In case the Authority is creating infrastructure for charging e-buses, e-cars, e-scooters, and e-rickshaws. A separate agency shall be appointed by the Authority for implementation, operation and management of charging infrastructure. The selected agency should ensure unhindered entry / exit of the e-vehicles and e-vehicle charging agency's manpower within the project site.
- v. The selected agency should ensure that no persons should either be forced or barred from parking their vehicles in the parking area.
- vi. The selected agency should ensure that parked vehicles are not hindering the pedestrian walkways, movement of utility vehicles etc. at any time.
- vii. The selected agency shall utilize the premises only for the purpose(s) for which it has been allotted. Otherwise, the contract shall be liable for termination.
- viii. The authority reserves the right to inspect the premises and work of the selected agency from

time to time without any information to the agency.

6.3 Obligations of the Agency

6.3.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful service provider / adviser to the Authority and shall at all times support and safeguard the Authority's legitimate interests in any dealings.

6.3.2 Prohibition of conflicting activities

Neither the Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

6.3.3 Agency not to benefit from commissions, discounts, etc.

The income earned from the parking operations at the project site shall constitute the Agency's sole income in connection with this Agreement or the Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency as well as its Personnel shall not receive any such additional income.

6.3.4 Liabilities

The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

- i. The Agency shall, be liable to the Authority for any direct or indirect loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- ii. The selected Agency shall provide services at the project site as per Scope of Work which may be amended from time to time by the Authority during the contract period and it shall always form part and parcel of the Contract. The selected agency shall abide by such instructions as provided by the Authority from time to time.
- iii. The selected Agency shall be solely responsible, at its own cost and expense, for the operation, maintenance and management of the Project Site and Project Facilities and shall have the overall responsibility and liability with respect to the Project and all assets located upon the Project Site. In no event shall the Authority have any liability or be subject to any claim for damages arising out of the operation, maintenance or management of the Project Facilities located upon the Project Site.
- iv. The selected Agency shall be solely responsible and liable in case of any theft or damage to any vehicle parked at the project site. The Authority shall not be responsible or liable for any such incidence in any manner whatsoever.

- v. The selected Agency shall not assign, transfer, or subcontract any of its rights and duties under the contract except as provided without the prior approval of the Authority.
- vi. The selected Agency shall provide services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the selected Agency and the Authority shall not in any manner be liable. All statutory liabilities for the deployed personnel shall be borne by the selected Agency.
- vii. The selected Agency should pay all wages, allied benefits such as leave, ESI, PF, Gratuity, Bonus etc., and / or additional expenditure whatsoever for personnel deployed for the project. Further, the selected Agency shall comply with & abide by labour laws, laws related to EPF Organization, ESI Corporation, Workmen Compensation Act and / or any other statutory provisions / acts / laws etc. as applicable & amended from time to time. The Authority will not have any liability whatsoever on this account.
- viii. The selected Agency shall provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty.
- ix. The selected Agency shall be solely responsible to procure and pay for all applicable statutory approvals/ permissions, clearances, permit, license or fee or taxes, payable to respective authorities i.e., Government or Municipal or local body concerned in connection with the operation / management / maintenance of the surface parking near Triveni Museum. The selected Agency shall duly furnish the receipt of such payment to the Authority for its verification and record.
- x. Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to indemnify the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party.
- xi. The selected agency shall completely indemnify and hold harmless the Authority and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the selected agency or any of its employees engaged in the provision of the services to the Authority.

6.4 Agency Personnel

The Agency shall employ and provide such qualified and experienced personnel as may be required to carry out the services.

6.4.1 Deployment of Personnel

- i. Adequate manpower should be deployed for following functions but not limited to:
 - Managing entry & exit of vehicles at entry & exit gates respectively.
 - Registering and maintaining necessary records of incoming and outgoing vehicles.
 - Recording the details such as but not limited to the vehicle type, vehicle number, entry / exit date & time, payment record etc.
 - Providing necessary information or directions for vehicle movement within the parking area.
 - Proper parking arrangement of different class of vehicles separately.
 - Ensuring safety / security of parked vehicles at project site during the contract period.
- ii. The agency shall provide the names, designation, address, contact detail etc. of all its personnel before deployment at the project site for day-to-day operation, management and maintenance of the parking space.
- iii. The agency should note that any manpower deployed at the project site should not have any criminal case registered against their name. A certificate in this regard shall be submitted by

- the selected agency before deployment of any manpower on ground.
- iv. Additionally, the agency should not deploy following persons on work:
 - Any minor person (Child labour)
 - any person having age of more than 58 years.
 - v. The selected Agency should issue identity cards / identification documents to all its personnel deployed at the project site who will be instructed by the agency to display the same at all times.
 - vi. Personnel of the Agency shall work in shifts with a single shift of no longer than 8 hours at a stretch.
 - vii. The selected Agency shall provide for insurance coverage of its personnel for personal accident and/ or death while performing the duty.
 - viii. Personnel of the selected Agency shall not be the employees of the Authority and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/ duty under this Contract. The selected Agency shall make them known about this position in writing before deployment under this agreement.

6.4.2 Approval of Personnel

After submission of list of manpower to be deployed at the project site by the Agency to the Authority with required details as mentioned in Clause 6.4.1 above, the Authority may approve or reject such proposal within 07 (seven) days of receipt thereof, along with a note for rejection. In case the proposal is rejected, the Agency may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 07 (seven) days of the date of receipt thereof under this Clause 6.4.2, it shall be deemed to have been approved by the Authority.

6.4.3 Substitution of Personnel

The Authority shall have the right to remove any person who is considered to be undesirable or otherwise and similarly the successful bidder reserves the right to remove the personnel with prior permission of the Authority.

6.4.4 Working Hours, Overtime, Leave, etc.

The Authority shall have the right to remove any person who is considered to be undesirable or otherwise and similarly the successful bidder reserves the right to remove the personnel with prior permission of the Authority.

7. Service Level Agreement (SLA) and Penalties

7.1 Agreement Parameters

The Agency must adhere to the following Service Level Agreement with respect to the services for Odisha State Road Transport Corporation.

S. No.	Defined Parameter	Service Level Requirement	Validation Procedure	Penalty
1	<p>Operationalisation:</p> <p>Parking Lot shall be operational 24x7 all throughout the year</p>	<p>Selected Agency must ensure that the parking is operational 24x7 all throughout the year during the contract period.</p> <p>NOTE: Exclusion in case specifically instructed by the Authority.</p>	<p>Through reports submitted by selected Agency/ Random checking by the authorized representative of the Authority/ Complaint by visitors/ other means</p>	<p>Less than 24 hours in a day:</p> <p>Rs. 5000/- penalty per day.</p>
2	<p>Repair of faulty Boom Barriers:</p> <p>The faulty Boom Barriers shall be repaired by the selected Agency within the defined duration.</p>	<p>The faulty Boom Barriers shall be repaired within 24 hours from the occurrence of fault/ complaint.</p>	<p>Acknowledgement by the authorized representative of the Authority.</p>	<p>More than 24 hours:</p> <p>Rs. 500/- penalty for per day delay, subject to a maximum of Rs. 20,000/-.</p>
3	<p>Replacement of faulty Boom Barriers:</p> <p>The faulty Boom Barriers that cannot be repaired at site shall be replaced by the selected Agency within the defined duration.</p>	<p>The faulty Boom Barriers shall be replaced within 5 days from the occurrence of fault / complaint.</p>	<p>Acknowledgement by the authorized representative of the Authority.</p>	<p>More than 5 days:</p> <p>Rs. 1000/- penalty for per day delay, subject to a maximum of Rs. 50,000/-.</p>
4	<p>Issuing a valid parking ticket:</p> <p>Selected Agency just ensure that all visitors be issued valid parking tickets.</p>	<p>Issuance of valid parking tickets to all visitors.</p>	<p>Complaint by visitor and subsequent validation by the Authority / Random checking by the authorized</p>	<p>Rs. 1000/- penalty per instance.</p>

S. No.	Defined Parameter	Service Level Requirement	Validation Procedure	Penalty
			representative of the Authority.	
5	<p>Overcharging above the prescribed parking charges:</p> <p>Selected Agency just ensure that no visitor is charged above the prescribed parking rates as decided by the Authority.</p>	Proper receipt of parking charges.	Complaint by visitor and subsequent validation by the Authority / Random checking by the authorized representative of the Authority	Rs. 1000/- penalty per instance.
6	<p>Discrepancies:</p> <p>Selected Agency should take corrective actions for any and all violations, or deficiencies within 15 calendar days.</p>	Selected Agency should take corrective actions for any and all discrepancies, violations, or deficiencies within 15 calendar days from a written notice given by authorized Representative of Authority.	Acknowledgement by the authorized representative of the Authority.	<p>Rs. 5,000/- penalty for every one week's delay, subject to a maximum of Rs. 50,000/-.</p> <p>This will be in addition to any penalty levied by any of the concerned department for violation of rules.</p>

7.2 Monthly Report Submission

The selected Agency will provide a monthly report to the Authority on all the SLAs listed under Clause 7. If the SLAs are violated for 3 (three) consecutive months, then the Authority reserves the right to cancel the contract of the selected Agency. The Authority, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the selected Agency.

7.3 Code for Conduct

In addition to the penalties as specified above, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including termination of contract and debarring for a specified period may also be initiated as per policy of the Authority.

7.4 Encashment and Appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of any damages / penalties etc. Upon such encashment and appropriation of the Performance Guarantee, the Authority shall grant such time in its sole discretion to the selected Agency to replenish the said Performance Security.

8. Site Details

The Tender Issuing Authority envisions to lease out the parking spaces at available land parcels of OSRTC. The details of proposals for parking places for selection of Parking Fee Collection Agency are given below:

PHASE I

Sl. No.	Name of the Bus Stand	Area of Land Parcel	GPS Location
1	Malatipatpur	1. Ac.10.00 dec. 2. Open Space – 2,97,400 sq. ft. (approx.) 3. 250 Vehicles accommodated at a time	

PHASE II

Sl. No.	Name of the Bus Stand	Area of Land Parcel	GPS Location
1	Outside Malatipatpur Bus Stand (LMV)	8000 sq. ft. (approx.)	

RFP for Development , Operation & Maintenance of Smart Parking solutions under OSRTC

Sl No	Item Description	Remarks	Quantity	Warranty	Commercials
Hardware per lane set-up					
1	Swing Boom Barrier 3-4 mtr max, 0.9sec (1 million cycles tested)	Boom Barrier	2	1 year from installation	
2	Photocell sensor	for pedestrian safety	2		
3	Magnetic Loop sensor	for vehicle safety	2		
4	UHF Reader FASTag Enabled (pole mounted)	to scan and detect FASTags	2		
5	POS Android Device (NFC Enabled)	For ticketing	3		
6	P10 LED display board (2' x 0.5')	to show vehicle details and amount deducted	2		
7	ANPR Camera 60 FPS	to scan and read number plate of the vehicles	2		
8	Traffic Light (R & G)	Red & Green light to showcase authentication	2		
9	Iron Pole for RFID, ANPR, LED, TL	Pole to hold accessories	4		
10	Access Control Box / Controller high end processor	Main Controller for all automation	2		
11	Local Server In-built	For off-line mode	1		
12	UPS Support	Power Support for 20mins extra in case of emergency	2		
Software, Server, Integrations & Dashboard					
Sl No	Item Description	Remarks	Quantity	Lanes	Commercials
1	Server Support & Maintenance			Per Lane	
2	Software Development				
3	Fastag NPCI Integration real-time				
4	ANPR Data Integration real-time				
5	Product Development & Feature Customisations				
Installation, Commissioning & Set-up					
1	Civil Work, Wiring, Solution set-up, Marking, On-boarding & handover				
FASTag MDR %					

Sl No	Item Description	Remarks	Quantity	Warranty	Commercials
FASTag	FASTag per transaction MDR % cut which splits between NPCI , NHAI , Acquiring bank & Tech Partners				Charged per transaction
Add Ons					
POS Devices	Android based POS machine for ticketing		1		One Time
Physical Local Server set-up	Local storage set-up for zero down-time		1		One Time
TVM (Ticket Vending Machine)	DIY Entry & Exit through Driver's or vehicle owners by pressing button on the machine for Slip collection		1		One Time
UPS (Power Support)	Power Support for 20mins extra in case of emergency		1		One Time
Traffic Light (R & G)	Green & Red Light to showcasing authentication		1		One Time
RFID Tags for monthly users	RFID Tags for authentication for monthly users		1		One Time
Dividing Cones	For Divinding the lanes , Vehicle Wise		1		One Time
Speed Breaker	For Speed Control of Vehicles		1		One Time

Work: Licensing of parking rights including Design, Development, Operation & Maintenance of Smart Parking Solutions (Payment through FASTag / RFID / NFC / UPI / NCMC / Debit Card / Credit Card / E-Wallet etc.) at.....

Description: This tender is for licensing of parking rights at for a period of Three (03) Years [further extendable up to Three (03) Years on sole discretion of, including revision in License Fee] from the actual date of handing over the parking site. This period includes Design, Development, Operation & Maintenance of existing parking into a smart parking at the cost of the bidder/tenderer. Parking shall be based on cashless mode with Payment through FASTag / RFID / NFC / UPI / NCMC / Debit Card / Credit Card / EWallet etc. Licensee shall also have to make the arrangement for cashless payment of Helmet Charges.

Licensee has to display procedure for making cashless payment using various types of commercially available options for Four Wheelers/Two Wheelers/Bicycle & Helmet. No manual paper parking slip shall be issued and the payment in the ratio of 75% / 25% i.e. 75 % cashless & 25% in cash will be allowed after the full operationalization of smart parking system and it should reduce gradually to avoid cash transaction smart parking system. Facilities for Cashless mode of Payment through FASTag / RFID /NFC / UPI / NCMC / Debit Card / Credit Card / E-Wallet etc including Helmet Charges, automatic entry-exit through Boom barrier, CCTV coverage of total area etc shall have to be implemented by the Licensee within a period of 30 days from date of taking over of parking. Till such time, manual system of operation of parking lot has to be adopted by the Licensee without any hindrance to existing parking operation. For extension of tenure Licensee shall submit written request to the at least Six (06) months in advance to the completion of the original period of parking contract and shall have sole discretion to grant such extension. In this reference the bidder submits an agreement with Smart Parking Solutions provider company as refer appendix.....

ANNEXURES

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

To

Date: _____

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

Ref: **“Selection of Development, Operation & Maintainace of Smart Parking Solutions under OSRTC)”**

Being duly authorized to represent and act on behalf of.....(hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of.....(*Name of Applicant*) for the captioned Project with the details as per the requirements of the RFP , for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under

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

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

Yours faithfully

For and on behalf of
(*Name of Applicant*)

**Duly signed by the Authorised Signatory of the Applicant
(Name, Title, and Address of the Authorised Signatory**

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	Empanelment fees	Empanelment 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"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate. 	
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 50 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years.</p> <p>Certificate duly signed by Statutory Auditor of the Bidder for total turnover.</p>	

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-X	
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	Relevant Experience	The Bidder should have experience in operation, maintenance, and Management of Parking Lot (Surface/ Multi-Level) for Government/ Semi- Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Airport/ Malls / Large Pvt Entity Development Authorities of India.	Work Order/ Contract Documents / Client Certificate	
PQ 8	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 Annexure-VII in letterhead.	

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
PQ 9	Valid ISO certification	The Bidder should have valid ISO certification from the Indian Certification Bureau	Copy of the ISO certificate	

Annexure IV: Details of Bidder

- 1 Name:
- 2 Country of incorporation:
- 3 Address of the corporate headquarters and its branch office(s), if any, in India
- 4 Date of incorporation and / or commencement of business
- 5 Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.
- 6 Details of individual(s) who will serve as the point of contact/ communication.
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number
- 7 Of the Authorized Signatory of the Bidder
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes, and litigation/ arbitration in the recent past (Attach extra sheets, if necessary)

Annexure V: Power of Attorney (On stamp Paper)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre- qualification and submission of our Tender "**Selection of Development, Operation & Maintainace of Smart Parking Solutions under OSRTC**". including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to OSRTC, representing us in all matters before OSRTC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with OSRTC in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with OSRTC.

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

IN WITNESS WHEREOF WE, [_____], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [___] DAY OF [___], 2023.

For

(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

Name, Title and Address of the Attorney

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure 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 “**Selection of Development, Operation & Maintainace of Smart Parking Solutions under 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/Shave 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

Sl.No.	Client Name	Year	Total Nos. of Manpower provided to the client	Work Order / Client Certificate

Date:

Annexure IX: Technical Evaluation Criteria

Sl. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ1	Experience in Operation, Maintenance, & Management of Parking Lot (Surface/ Multi-Level) for Government/ Semi-Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none"> • 3 years or lower – 5 marks • 4 years – 7 marks • 5 years or more – 10 marks 	10	A copy of work orders / agreement / client certificate copy previously issued
TQ2	The bidder shall have minimum INR 50 lakhs Annual Turnover from operation, maintenance, & Management of parking lot in India for each of the last 3 Financial Years.	<ul style="list-style-type: none"> • For INR 50 lakh – 2 crore – 5 marks • For INR 2 – 5crore – 10 marks • For INR 5 Crores – 10 Crores – 10 marks • For INR 10 Crores – 15 Crores – 15 marks • More than INR 15 crores – 20 marks 	20	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years
TQ3	Value of each assignment i.e., Experience of Government service or similar assignments in State Govt, Central Govt, PSU, Airport & Malls projects in India.	<ul style="list-style-type: none"> • Project Value 50 Lakh to 2 Crores = 5 marks • Project Value 2 to 5 Crores = 10 Marks • Project value 5 to 10 Crores = 15 Marks • Project value more than 10 Crores = 20 Marks 	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU in the Transport Sector
TQ4	Experience of Government service or similar assignments in State Govt, Central Govt, PSU, Airport & Malls projects in India – Work order date/agreement date on or after 1st April 2018 – Project	<ul style="list-style-type: none"> • For each project 5 marks will be awarded • Maximum score is 20 marks 	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU

SI. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
	citation along with Client supporting document			
TQ6	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder	Your understanding of the Scope and Proposed Approach and Methodology and Manpower management, Business Plan and projected cash flow (CAPEX, OPEX, RoI, RoR etc.)	30	Presentation

Annexure X: 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	2019-20		
2	2020-21		
3	2021-22		
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 XI: 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: “Selection of Development, Operation & Maintainace of Smart Parking Solutions under OSRTC)”

We, the undersigned, offer to provide the services as mentioned in the Scope of Work of the RFP. Our financial quote is as given below.

I / we hereby offer and agree to share the following amount as ‘**Annual Concession Fee / Premium (exclusive of GST) per Year to the Authority**’ for the aforementioned Project in terms of the Agreement as provided below:

Name of the Project and scope of work	Annual Concession Fee / Premium
Selection of Parking Fee Collection Agency for assisting Odisha State Road Transport Corporation (OSRTC) for managing Bus Operations.	Annual Concession Fee / Premium’ (exclusive of GST) per Year to the Authority

Note:

- i. Annual Concession Fee / premium amount shall be escalated by 10% compounding annually i.e. after completion of every one year of services, throughout the contract period.*
- ii. GST shall be paid extra @ 18% or as applicable from time to time.*

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 120 days from the last date of submission of proposal.

This Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

Name, Title, and Address of the Authorized Signatory

Annexure XI: UNDERTAKING FROM SMART PARKING SOLUTIONS PROVIDER

(DULY NOTARIZED ON A NON-JUDICIAL STAMP PAPER OF Rs.100/-)

We, _ , Smart Parking Solutions provider, hereby undertake and confirm the following: -

- i. We, will design, develop and Maintain the Smart Parking system (Payment through FASTag / RFID / NFC / UPI / NCMC / Debit Card / Credit Card / E-Wallet etc) for[name of the Bidder/Tenderer] at parking site(s).....&
- ii. We will provide adequate service support (AMC) to ensure smooth running of the Smart parking system by the successful Bidder during the entire currency of contract including extension period, if any.
- iii. We will ensure timely supply of spare parts for the maintenance of smart parking system.
- iv. We will provide training to the staff of the successful Bidder/ Tenderer.
- v. We will provide the requisite(s) technical know-how from time to time with Technical Literature to the successful Bidder / Tenderer and.....
- vi. We will ensure that smart parking systems is installed and made fully operational as per requirement within 30 days of taking over of parking site(s) by the successful Bidder/ Tenderer.
- vii. We will ensure that no inconvenience is caused to the parking users during the installation and testing period (i.e. 30 days) of smart parking system.
- viii. Stamp & Signature of the Authorized Signatory of Smart Parking Solutions provider.

Bidder Stamp & Sign