

**ODISHA STATE ROAD TRANSPORT CORPORATION,  
PARIBAHAN BHAWAN, SACHIVALAYMARG,  
UNIT-II, BHUBANESWAR-751009, ODISHA**

No.290

Dt. 09.02.2024

**REQUEST FOR PROPOSAL**

**Selection of firm for the purchase of 100 nos of  
New BS-VI buses with comprehensive AMC.**

1. Odisha State Road Transport Corporation (OSRTC) invites applications for the above-mentioned purpose. Please refer to the Tender document for details.
2. The Tender document shall be available from Dt.**10.02.2024** onwards in [www.osrtc.in](http://www.osrtc.in) web portal.**Further intimation (i.e., Corrigendum /Addendum /Responses to the queries /Clarifications) shall be uploaded in the above website only.**
3. Applicants are required to submit a duly filled proposal as per the prescribed formats on or before **23.02.2024** by 02:00 PM in the office of the General Manager (A), OSRTC, Paribahan Bhawan, Bhubaneswar. The proposals received shall be opened at 04:00 PM on **23.02.2024**.
4. In case of any queries/clarifications, applicants may contact +91-9938470711 or +91- 9937567240 or e-mail at [pmc@osrtc.org](mailto:pmc@osrtc.org)
5. OSRTC reserves the right to accept or reject the Tender process without assigning any reason thereof.

By order of Chairman-cum-Managing Director

-Sd-  
General Manager(A),  
OSRTC, Bhubaneswar



**Odisha State Road Transport Corporation**

**Request for Proposal (RFP)**

**For**

**Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**

**[RFP No 290 Date: 09/02/2024]**

**Issued By**

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

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## **Disclaimer**

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

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

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

OSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this document. OSRTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

The issue of this document does not imply that OSRTC is bound to select the prequalified Bidder at RFP stage to appoint the Successful Bidder (Agency), for the Project and OSRTC reserves the right to reject all or any of the Bids or Tenders without assigning any reasons whatsoever.

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

## 1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidder “**Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**” Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on <https://osrtc.in> for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91-9937567240 or +91- 9938470711, Email:[pmc@osrtc.org](mailto:pmc@osrtc.org)**

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

## 2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	10/02/2024
2	Uploading of RFP document in OSRTC website	10/02/2024
3	Last date & time for Submission of Queries / Clarification	15/02/2024
4	Response to Queries / Clarification	17/02/2024
5	Last date for Bid Submission	23/02/2024 (02:00 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	23/02/2024 (04:00 PM)
8	Date and time for opening of financial bids	<b>-To be intimated-</b>

### **3. Introduction**

#### **3.1 Background:**

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the “**Tender Issuing Authority**” or “**TIA**”) is engaged in bus transportation operation in 314 routes and as part of this endeavour, the TIA has decided to engage “**Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**” and has, therefore, decided to carry out the bidding process for selection of entities to whom the contract may be awarded.

- I. The Contract requires providing **Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses** for the **TIA**. The service area shall be amended as per notifications pertaining to the expansion of OSRTC operations as and when applicable.
- II. The TIA intends to **select** Bidder(s) for awarding the contract through an open competitive bidding process in accordance with the procedure set out herein.

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

#### **3.2 Brief Description of Bidding Process:**

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

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

#### **3.3 Pre-Bid Response:**

- Bidder requiring any clarification on the RFP may send in their queries to [pmc@osrtc.org](mailto:pmc@osrtc.org) on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably .doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website

www.osrtc.in

- 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 Bidders. All clarifications and interpretations issued by OSRTC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.
- In case of any clarification/ queries, the person to be contacted is as under:

**The General Manager (Admin.)**

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



## 4. Instructions to Bidder

### 4.1 General Terms of Bidding:

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

which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.

- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- The TIA, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

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

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

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

hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the Contract Agreement by the Agency.

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

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

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

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

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid and forfeit the EMD if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
  - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
  - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this RFP.
  - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding Process In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LoA) or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding

Documents and/ or the Agreement, or otherwise.

#### **4.5 Amendment of RFP:**

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

#### **4.6 Proprietary data:**

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

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

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this RFP. The TIA will evaluate only those Bids that are received Hard copy in the required formats and complete in all respects. The Pre-qualification shall be submitted as per the check list provided in Annexures.
- The Financial bid is to be submitted as per the format given in Annexure XV: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the RFP. Any deviations with respect to this may make their Bid liable for rejection.

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

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- ii. EMD\* fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- iii. Annexure I: Covering letter.

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

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

- i. Annexure XV: Format for Financial Proposal
- The Bidder shall submit Pre-Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. **The Bidder shall submit the hard copy and soft copy in Pen drive.**
- Pre-Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with RFP by Speed Post/ Courier service or submit the proposal with The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar- 751001, Odisha.

The cover Envelope III shall clearly bear the following identification: “Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”and shall clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to -

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

- The Bidder shall submit Pre-Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. The Bidder shall submit the hard copy of Pre-Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

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- Further, Bidder are required to submit all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.
- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the RFP.
- Bids should be submitted before 3:00 PM on the Due Date as specified in the RFP. The cover **Envelope III** containing the following documents shall be submitted at the address provided in the manner and form as detailed in this RFP within the due date and time as specified in the RFP.
  - i. Tender processing fee as per RFP & EMD along with Pre-Qualification documents (**Envelope I**), signed copy of the RFP and
  - ii. Financial Proposal (**Envelope II**)
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing a Corrigendum /Addendum.
- Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- Modifications/ Substitution/ Withdrawal of Bids:
  - The Bidder shall modify, substitute, or withdraw the bid prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
  - Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled or closed by OSRTC. Bidder may, by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.



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

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

#### **4.9 Confidentiality:**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the TIA in relation to or matters arising out of or concerning the Bidding Process. The TIA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the TIA.

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

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

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

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 1,25,00,000/-** (Rupees one crore twenty-five lakh only) in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive\*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. Bidder may, by specific instructions in writing to OSRTC, give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged

and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

- The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
  - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this RFP.
  - If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
  - In the case of successful Bidder, fails within the specified time limit:
    - I. to sign the Agreement and/or
    - II. to furnish the Performance Bank Guarantee within the period prescribed in the Contract Agreement; or
    - III. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Bank Guarantee.

## **5. Evaluation of Bids**

### **5.1 Bid Evaluation Committee**

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



## 5.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this RFP.
- Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Financial Proposal.
- To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- Any information contained in the Bid shall not in any way be construed as binding on OSRTC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

## 5.3 Pre-Qualification Proposal Criteria

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

SI.No.	Basic Requirement	Specific Requirement	Documents required
<b>PQ1</b>	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft
<b>PQ2</b>	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft

**RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC**

<b>Sl.No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents required</b>
<b>PQ3</b>	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 .	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/ Registration/ /Partnership deed signed by Authorized Signatory of the Bidder.</li> <li>• Copy of PAN/ TIN/ TAN</li> <li>• Valid GSTIN and copy of GST Registration Certificate.</li> </ul>
<b>PQ4</b>	Annual Turnover	Minimum <b>average annual turnover</b> of the organization must be <b>INR 500 Crores</b> from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit &amp; Loss account statement of the bidder for each of the last 3 audited financial years. (Provisional for FY 22-23)</p> <p>Certificate duly signed by Statutory Auditor of the Bidder for total turnover.</p>
<b>PQ5</b>	Net worth	The Bidder should have <b>200 Cr</b> net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)  (Provisional for FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under <b>Annexure-X</b>
<b>PQ6</b>	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder
<b>PQ7</b>	Manufacturing Experience	The bidder should have experience of manufacturing minimum <b>500 buses on an Average annually in last 3 years in India</b> from the last date of Submission of the bid.	<ul style="list-style-type: none"> <li>• Documents Proof</li> <li>• Manufacturer Undertaking/Certificate.</li> </ul>

**RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC**

<b>Sl.No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents required</b>
<b>PQ8</b>	Relevant Experience	The bidder must have supplied on an average of <b>100 nos. buses</b> during the last three years ending on 31.03.2023 to any STU either in single or multiple orders.	Word Order/ LoA / Contract agreement etc
<b>PQ9</b>	Authorised Service Centre	The Bidder should have a working Bus <b>Service centre in Odisha</b> that has been Operational from the <b>Last Three Years</b> from the last date of Submission of the Bid.	The Bidder shall submit latest Electricity bill with Address and a Self-Declaration stating the same on the bidder's letter head.
<b>PQ10</b>	No Deviation Certificate	The Bidder should submit a No Deviation Declaration Certifying that there is no deviation from the Specification Prescribed in the RFP.	No Deviation Certificate on Bidders Letter head.
<b>PQ11</b>	Certification	The bidder must have bus body manufacturing facilities and plant of appropriate size/capacity and accredited as per relevant AIS and IS Standards.	<ul style="list-style-type: none"> <li>• ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant.</li> <li>• Certification / License</li> </ul>
<b>PQ 12</b>	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.
<b>PQ 13</b>	Warranty	A Bidder Should have Bus warranty with minimum period of 2 years or 2 Lakhs KMs whichever is earlier.  The Vehicle Warranty on all Bus Components (including Battery, charging cords etc)	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.

*Note: Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI*

**RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC**

*from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to submit the specified documents in support of the above Prequalification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.*

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

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

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

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

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

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

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

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

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

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

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

The bidder should necessarily give the financial details in the **Annexure XV: Format for Financial Proposal** of this RFP. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in this RFP (hence the bidder is expected to understand the RFP in all respects). In case the selected bidder

does not quote for or provision for any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to TIA.

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

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, OSRTC shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform OSRTC of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

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

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

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

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

related to the Bids under consideration.

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

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

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

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

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

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

- The bidder shall carry out the services in conformity with the requirements of this RFP, generally accepted professional and technical norms relevant to such projects and to the satisfaction of TIA.
- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
  - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **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.
- o Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

**5.11 Execution of Agreement:**

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

**5.12 Commencement of Agreement:**

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

**5.13 Proprietary Data:**

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



## **5.14 Liquidated Damages**

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

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

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

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

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

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

## **5.15 Termination For Default**

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

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



## 6. Force Majeure

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

## 7. New Bus:

Sl. No	Types of Buses	Nos.
1	Non- AC Standard Buses (3X2 FIXED SEAT) (BS-VI MODEL)	40
2	Non- AC Deluxe Buses (2 X 2 Push Back) (BS-VI MODEL)	30
3	AC Deluxe Buses (2 X 2 Push Back) (BS-VI MODEL)	20
4	Sleeper (2 X 1) Buses (BS-VI MODEL)	10
<b>Total</b>		<b>100</b>

## 8. Delivery Bus Schedule

8.1 The delivery timeline outlined below buses including prototype bus is to be completed within

the contracted delivery schedule mentioned below from the date of contract agreement as per following schedule:-

<b>Bus Delivery Schedule</b>	
<b>Activity</b>	<b>Timeline</b>
Release of Letter of Award (LoA)	M
Prototype Bus	M + 30 Days
Delivery of 50 % of tendered vehicle	M + 90 Days
Completion of delivery of all (100%) tendered vehicle	M + 120 Days

- 8.2** If the Contractor fails to complete the supplies within contracted delivery period of 60 days, the Purchaser shall take actions as per **Clause 5.14** of General Conditions of Contract.
- 8.3** The Contractor/Bidder shall, as may be required by the TIA, deliver at the place/places detailed in the contract, or purchase order, the quantities of the buses detailed therein. The buses shall be delivered not later than the dates specified in the contract/purchase order otherwise penalties will be imposed as per penalty clause number 5.14 of RFP.
- 8.4** The Contractor/Bidder shall get the model of the delivered bus registered in eVahan portal State Transport Authority (STA), Cuttack., Odisha and shall commission the buses within 07 days of Provisional Acceptance of buses at the Authority end. If the Contractor fails to commission the buses during aforesaid period, the Purchaser shall take action as per clause 7.10 of General Conditions of Contract.
- 8.5** The Authority shall not be liable to render assistance to the Contractor/bidder in securing or in arranging or providing transport for the ordered Buses.
- 8.6** The Contractor/Bidder shall give call for pre-dispatch inspection of the buses, failing which Authority shall not be liable for delay in inspection and supplies of buses.
- 8.7** The Contractor/Bidder shall allow reasonable facilities and the free access to his works and records to the Inspecting Officer or such other Officer is nominated by the Authority for the purpose of ascertaining the progress of the deliveries under the contract.
- 8.8** A failure or delay by the Contractor/Bidder in the performance of his obligations for delivery and commissioning of buses, the Authority at his discretion may take any one or all of the following actions :
- Terminate the Contract for unsupplied quantity, and/or
  - Forfeit the Performance Guarantee along with interest thereupon: and/or
  - Effect purchases at the Bidder's risk and cost for the unsupplied quantity as per clause 8.2 herein after, and/or
  - Extend the delivery period for the unsupplied/non-commissioned quantity with imposition of pre estimated liquidated damages.

## **9. Open Clause**

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

## **10. Inspection of Buses**

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

## **11. Service Engineering**

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

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

Maintenance procedures in detail including preventive maintenance schedules.

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

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

## **12. Training**

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

## **13. Warranty**

- 13.1** There will be standard warranty for two years or 2.0 LAC K.M.(whichever is earlier) from the date of final acceptance. The successful bidder shall be responsible for any defect or failure of buses or equipment or engine seizure, undue tear of brake drums, uneven wear and tear of tyres, non-functioning of air conditioning system or any other defect thereof as well as defective/poor material apart from normal wear and tear, provided in these buses due to defective design, material or workmanship for a period specified in this RFP individually for each bus from the date of issuance of Final Acceptance Certificate by the committee. The rectification /replacement of failed components /equipment shall have to be undertaken by the Contractor free of charge at the OSRTC workshop/depot. Successful bidder shall collect failed and defective components/ equipment from the depot of this undertaking and send them to the works of the successful bidder at his cost and responsibility. This shall be arranged directly by the Contractor or his representative. Further, should any design modification be required to be made in any assemblies/sub-assemblies such as engine, self-starter and alternator, transmission, air suspension, front axle, steering, electronic destination boards of the buses, pneumatically operated doors etc. the period of warranty would commence from the date when the modified assemblies/sub-assemblies/parts/design is commissioned in service.
- 13.2** Successful bidder shall be required to station required number of supervisors with team of 6 technical workers from date of Final Acceptance and till completion of warranty period. Further, necessary technical personnel beyond above shall also be deputed by the successful bidder at his own cost for investigating defects and failures and carrying out modifications as and when required during the warranty period.
- 13.3** Successful bidder shall ensure the repair of bus within timelines as per table below failing which actual expenditure incurred for repair of such bus body will be recovered from the performance security of the successful bidder and Purchaser will be at liberty to forfeit security deposit/performance security. Repetition of continuous 3 such incidents/defects may lead for blacklisting of the successful bidder, apart from other punitive action.

<b>SI No</b>	<b>Nature of Repair</b>	<b>Repair or Replacement time in no. of days</b>
1	All minor repair & replacement of aggregates like Air Compressor, Intercooler, Clutch Plate, Alternator, Injectors, Retarder etc.	3

2	All major repair & replacement of aggregates like Engine, Gear Box, Rear Axle, Front Axle etc.	7
3	Minor repair of replacement of parts	3
4	Major repair of replacement of parts	7

## 14. Submission of Design

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

### 14.1 Bus Body confirming to Standard Specifications:

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

BIS Standards are available from Bureau of Indian Standard, Manak Bhawan, 9-Bahadur Shah Zafar Marg, New Delhi-110002. Web site: <http://www.bis.org.in>. Similarly, AIS 052(Revision 1 or up to date) & other code Standards are available from Automotive Research Association of India, Post Box No.832, Pune -411 004. Web site: <http://www.araiindia.com>. ASRTU Specifications are available from Association of State Road Transport Undertakings, Plot No. 4-A, PSP Block, Pocket-14, Sector-8, Dwarka, New Delhi110075. Web site: <http://www.asrtu.org>, E-mail address: [asrtu@de12.vsnl.net.in](mailto:asrtu@de12.vsnl.net.in).

## Bus Specification

### 1. SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)

SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
1	<b>ENGINE</b>	
	No. of cylinders	6 Cylinder -Confirming to 180-200 HP
	Displacement	5 to 6 ltrs.
	Maximum power	180 to 200 HP
	The engine shall be vertical, in line, water cooled with Turbo charger and intercooler confirming to BS-VI emission norms. The FIP should be CRDI	
2	<b>TRANSMISSION</b>	
	No. of speeds	6 forward plus 1 reverse
	Clutch	Clutch–As per OEM approved by ARAI Clutch Booster- As per OE Make approved by ARAI Propeller Shaft-As per OE Make
	Front Axle	Rigid, Steerable and non-driven. It shall be I Beam type made of alloy steel forging with a minimum load carrying capacity of 6000 kg. with Reverse Eliot design. Approved makes of /OE make
	Rear Axle	Full floating non-steerable and driven with a minimum carrying capacity of 10,200 kg. Crown wheel pinion ratio-5.2 to 5.9 or as per OE design. Approved makes of AIL (Dhana)/MERITOR OE make
3	<b>STEERING</b>	Integral Hydraulic Power assisted steering position shall be on the right-hand side of the bus. Steering should be sufficiently rugged in design to with stand peak road shocks without risk of component failure or in advertent alteration of steering geometry. Approved makes: ZF or Rane.
4	<b>SUSPENSION</b>	Front & Rear Weveller
	Shock Absorbers	Telescopic type Hydraulic Front & Rear Axle
5.	<b>BRAKE</b>	Graduated valve controlled and rear wheel
	FRONT	Drum

<b>SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	REAR	Drum
	Parking Brake	Graduated valve controlled and rear wheel.
6	<b>WHEEL &amp; TYRES</b>	a) Tyres 6 nos. + Spare tyre shall be provided in an OEM design carrier. b) Tube less tyre 295/80R 22.5 – 16PR/ c) Tyres must be less than 6 months old as on the date of the delivery of the bus. d) Wheel disc make-as per OEM
7.	<b>FUEL TANK</b>	230 to 260 ltr. Capacity
8.	<b>DIMENSIONS</b>	
	Wheelbase	5500 to 5700mm
	Width	2550- 2600 mm
	Length	10.5 Mtr – 11.5 Mtr.
	Height	As per bus body code
	Turning Radius	Maximum 12.5 mtr
	Ground Clearance	240mm to 270mm
	Gradeability	16% to 35%
	Chassis frame	All Steel Ladder type a) The Chassis of the bus shall confirm to latest revision of CMVR & ARAI Regulations prevailing at the time of supply in all respect. b) 8 Ton & above Hydraulic/mechanical screw jack as per OEM design in open/closed condition to be supplied with the bus. c) 24V Wiper system will be provided of OEM Make, with 130N/m torque. of make TVS/LUCAS / MITSUBA/ ALMITY/ CAMOFLEX make to be provided. d) Head Lamp will be round in shape and as per OEM design



<b>SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
		<p>e) Chassis shall be of full forward control only to facilitate provision of middle door within front overhang.</p> <p>f) Air intake system shall be above engine level/under driver seat to induct fresh air into the engine.</p> <p>g) Chassis bend if any in horizontal plane shall not be more than 8 mm and there shall not be any difference in diagonal measurement in between axles and in vertical plane.</p> <p>h) Bus shall be supplied with minimum 40 ltrs. of diesel in the tank.</p>
<b>9</b>	<b>ELECTRICAL SYSTEM</b>	<p>a) The system shall be of 24 Volt DC . Battery-isolator switch (main cable cut off switch) shall be provided near driver seat on the RH side. Batteries shall be of 2X12 Volts.21 plates &amp; 150 AH of approved make. Also Electric wires shall be claimed in a neat form and must not be left haphazardly. The electric units and the electrical system fitted shall not be prone to short circuit problems.</p> <p>b) Battery cable as per OEM design shall be provided</p> <p>c) Approved Battery makes ARAI approved</p> <p>d) Batteries must be less than six months old as on the date of delivery of chassis.</p>
<b>10</b>	<b>ALTERNATOR &amp; SELF STARTER</b>	<p>a) Dynamically balanced Alternator with built in regulator shall be provided minimum of 55 Amps output for non-EMR models &amp; minimum of 75 Amps output for EMR models.</p> <p>b)The Starter Motor shall be with 4 steps relay pre-engaged type, flange mounted with minimum rating of 4.0 KW.</p> <p>c) Both these units shall be so located as to prevent ingress of oil or rainwater into them.</p> <p>d) Self Starter &amp; alternator shall be of make Lucas – Bosch</p>
<b>11</b>	<b>INSTRUMENT PANEL</b>	<p>Aesthetically designed instrument panel with backlit light should consist of Speedo meter with km. counter. Air Pressure Gauges, Flashing – side indicator and switch, Warning lamp/buzzer for low air pressure, warning lamp for discharging of batteries, Starter Switch of good quality preferably LUCAS TVS/AES/Minda Valeo, Dipper switch, Ammeter of 50 Amp Range or Voltmeter, Temperature Gauge pressure</p>



<b>SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
		gauge/warning lamp for low engine oil pressure. Engine RPM Meter Etc, if the gauges are not provided other provision have to be made.  Telltale LED for Battery charging malfunction, Telltale LED for Engine overheating (Temperature gauges)  Starter Switch – As per OE make
<b>12</b>	<b>NOISE LEVEL</b>	Shall meet the MOEF notified limit of 84 db tested as per IS:3028 of 1998 for noise reduction system for the noise made by components of the chassis particularly engine, exhaust system etc.
<b>13</b>	<b>BODY</b>	Galvanized Tubular Structure with Anti-corrosive paint, bus body should confirm to AIS 052 code, homologation and testing certificate for the particular bus body is to be ensured along with tender.
	Door	Main Door at middle with 800 mm width manual operating jack & knife door along with 800mm width driver door
	Emergency Exit Door	One at Rear Right-Hand side with collapsible steps/pigeon box type steps
	Flooring	Boiling waterproof ply + FR grade covered with antiskid vinyl
	Roof panel	Outer - GI sheet Inside- PVC coated GI Front & Rear Face - FRP
	Side panel outer	Skirt panel = Aluminum Stretch panel= GI Front & Rear Face – FRP
	Side inner	PVC coated GI will be provided Front & Rear Inner – FRP
	Front wind shield	Single piece laminated
	Rear glass	Toughened
	Side window glass	Toughened

<b>SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	Vent Glass	Toughened
	Seating capacity	Minimum 50+D (as per bus body code)
	Seats	3X2 fixed seat with High back rest of 720mm height & 340mm width for head rest, seat handles to be provided on the gangway side seats.
	GPS	Deleted.
	CCTV	One in driver cabin & two in passenger saloon with 48 hours storage capacity.
	Front Electronic Board	Electronic scrolling board with OSRTC monogram & Hi-comf bus or any other Name as decided by OSRTC to be written Odia & English
	Mobile charging	USB/Two pin system to be provided at inner side panel near each seat.
	Hat rack	As per the AIS-052 TYPE-II Hat rack to be provided
	Under Chassis luggage box	1) Luggage space provided at rear (Behind Rear axle with side opening) 2) Luggage booth provided on LHS in between WB 3) Total luggage volume approx. 2 -4 cubic meter
	Rack at the partition	1) Tubular Half partition to be provided 2) Foldable Rack details required for customer Rack should be in driver cabin and size would be 6 ft x 1.5 ft above 2ft from the platform
	Color shade	To be decided later by Authority.
	Wi-fi System	For on Board wi-fi in the future, facilities and provisions for wiring, power supply, and charging of devices shall be provided by the manufacturer.
	Destination Board	1 no of destination board with 2 Acrylic sheet
	Reverse Parking Camera	Must meet Bus body code.

<b>SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	On Board Diagnostic Unit (OBU)	All the electrical wiring, ICT connection related to OBU should be available, so that the same can be installed by OSRTC in the future (if required) without any additional wiring or adjustments.
	Panic Bottom	To be provided in passenger's saloon as per ARAI specification
	Music with public address system	PA System required as per AIS 052. Audio player having USB port with amplifier and public announcement system to be provided with speakers for each row of passenger berth along with switch at interior luggage racks.
<b>14</b>	<b>Guarantee /warranty</b>	Manufacturer shall give the warranty of the bus for its structure & chassis aggregates, minimum 3 years or 2 lakh kms. whichever is earlier.

## 2. SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)

SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
<b>1</b>	<b>ENGINE</b>	
	No. of cylinders	6 Confirming to 180-200 HP
	Displacement	5 to 6 ltrs.
	Maximum power	180 to 200 HP
	The engine shall be vertical in line, water cooled with Turbo charger and intercooler confirming to BS-VI emission norms. The FIP should be CRDI	
<b>2</b>	<b>TRANSMISSION</b>	
	No. of speeds	6 forward + 1 reverses
	Clutch	Clutch shall be single plate dry type, air assisted hydraulic/mechanically actuated. WABCO make of clutch booster or any other make approved by ARAI. Propeller shaft of Spicer India make to be provided
	Front Axle	Rigid, Steerable and non-driven It shall be I Beam type made of alloy steel forging with a minimum load carrying capacity of 6000 kg. with Reverse Eliot design. Approved makes of AAL/TVSAI/OE make
	Rear Axle	Full floating non-steerable and driven with a minimum carrying capacity of 10,200 kg. Crown wheel pinion ratio-5.2 to 5.9 or as per OE design. Approved makes of AIL (Dhana)/MERITOR (AAL)/OE make
<b>3</b>	<b>STEERING</b>	Integral Hydraulic power assisted steering. Steering position shall be on the right-hand side of the bus. Steering should be sufficiently rugged in design to withstand peak road shocks without risk of component failure or in advertent alteration of steering geometry. Approved makes: ZF or Rane.
<b>4</b>	<b>SUSPENSION</b>	Front & Rear Weveller
	Shock Absorbers	Telescopic type Hydraulic Front & Rear Axle

<b>SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
<b>5</b>	<b>BRAKE</b>	Anti-lock braking system, shall meet CMVR/ARAI Regulation.
	FRONT	Drum
	REAR	Drum
	Parking Brake	Air operated on rear only
	GRADABILITY	16% to 35%
<b>6</b>	<b>WHEEL &amp; TYRES –</b>	a) Tyres 6 nos.+ one spare tyre to be provided in a cage type carrier/OEM design carrier. b) Tube less tyre 295/80R 22.5 – 16PR c) Tyres must be less than 6 months old as on the date of the delivery of the bus. d) Wheel disc make-Wheels India
<b>7</b>	<b>FUEL TANK</b>	230 to 260 ltr. capacity
<b>8</b>	<b>DIMENSIONS</b>	
	Wheel Base	5500 to 5700mm
	Width	2550 to 2600mm
	Length	10.5 Mtr – 11.5 Mtr.
	Height	As per bus body code
	Turning Radius	Max.12.5 mtr.
	Ground Clearance	240mm to 270mm
	Chassis frame	All steel ladder type. a) The Chassis of the bus shall confirm to latest revision of CMVR & ARAI Regulations prevailing at the time of supply in all respect. b) 8 Ton & above Hydraulic/mechanical screw jack as per OEM in open/closed condition to be supplied with the bus. c) 24V Wiper system will be provided of OEM Make, with 130N/m torque

<b>SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
		<p>d) Head Lamp – Round as per OEM Design</p> <p>e) Chassis shall be of full forward control only to facilitate provision of front door within front over hang.</p> <p>f) Air intake system shall be above engine level/under driver seat to induct fresh air into the engine.</p> <p>g) Chassis frame shall be within defined manufacturing tolerances and shall be as per OEM design.</p> <p>h) Bus shall be supplied with minimum 40 ltrs. of diesel in the tank</p>
<b>9</b>	<b>ELECTRICAL SYSTEM</b>	<p>a) The system shall be of 24 Volt DC. Battery-isolator switch (main cable cut off switch) shall be provided near driver seat on the RH side. Batteries shall be of 2X12 Volts.25 plates &amp; 150AH. ARAI approved. Also, Electric wires shall be claimed in a neat form and must not be left haphazardly. The electric units and the electrical system fitted shall not be prone to short circuit problems.</p> <p>b) Battery cable as per OEM design</p> <p>c) Approved Battery makes : ARAI approved.</p> <p>d) Batteries must be less than six months old as on the date of delivery of chassis.</p>
<b>10</b>	<b>ALTERNATOR &amp; SELF STARTER</b>	<p>a) Dynamically balanced Alternator with built in regulator shall be provided minimum of 55 Amps output for non-EMR models &amp; minimum of 75 Amps output for EMR models.</p> <p>b)The Starter Motor shall be with 4 steps relay pre-engaged type, flange mounted with minimum rating of 4.0 KW.</p> <p>c) Both these units shall be so located as to prevent ingress of oil or rainwater into them.</p> <p>d) Self Starter &amp; alternator shall be of make Lucas – Bosch.</p>
<b>11</b>	<b>INSTRUMENT PANEL</b>	<p>Aesthetically designed instrument panel with backlit light should consist of Speedo meter with km. counter. Air Pressure Gauges, Flashing – side indicator and switch, Warning lamp/buzzer for low air pressure, warning lamp for discharging of batteries, Starter Switch of good quality preferably LUCAS TVS/AES/Minda Valeo, Dipper switch, Ammeter of 50 Amp Range or Voltmeter, Temperature Gauge pressure gauge/warning lamp for low engine oil pressure. Engine RPM</p>

<b>SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
		Meter Etc., if the gauges are not provided other provision has to be made will provide Telltale LED for Battery charging malfunction, Telltale LED for Engine overheating (Temperature gauges)
<b>12</b>	<b>NOISE LEVEL</b>	Shall meet the MOEF notified as per IS:3028 of 1998 for noise reduction system for the noise made by components of the chassis particularly engine, exhaust system etc.
<b>13</b>	<b>BODY</b>	Galvanized Tubular Structure with Anti-corrosive paint, bus body should conform to AIS 052 code, homologation and testing certificate for the particular bus body is to be ensured along with tender
	Door	Front 800 mm width manual operating jack & knife door along with 800mm driver door at the opposite.
	Cabin partition & door	Driver/Cabin partition to be provided behind Driver's seat with provision of sliding type door. There must be good quality locking system and sliding system.
	Emergency Exit Door	One at Rear Right-Hand side with pigeon box type steps along with emergency hammer at each window
	Flooring	Boiling waterproof ply + FR grade covered with antiskid vinyl
	Roof panel :	Outer - GI sheet Inside- PVC coated GI Front & Rear Inner – FRP
	Side panel outer –	Skirt panel = Aluminum Stretch panel= GI (Pre-painted GI panel)
	Side inner	PVC coated GI to be provided
	Front wind shield	Single piece laminated
	Rear glass	Toughened
	Side window glass	Toughened
	Vent Glass	Toughened

<b>SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	Seating capacity	Maximum 39 +1D
	Seats	2X2 Push Back, Harita Crystal make
	Music system with public address system	PA System required as per AIS 052. Audio player having USB port with amplifier and public announcement system to be provided with speakers for each row of passenger berth along with switch at interior luggage racks.
	GPS	
	CCTV	One in driver cabin & two in passenger saloon with 48 hours storage capacity.
	Front Electronic Board	Electronic scrolling board to be provided with <b>OSRTC Hi-Tech</b> written in Odia & English along with monogram
	Mobile charging	USB type charger shall be provided for driver on dashboard and for all passenger seats on side wall
	Hat rack	As per the AIS-052 TYPE-II Hat rack to be provided with arrangement of restrain system in flat belts for safe keeping of luggage.
	Under chassis luggage Box	1) Luggage space provided at rear (Behind Rear axle with side opening . 2) Luggage booth provided on LHS in between WB. 3) Total luggage volume of 3 cubic meter.
	Rack at the partition	A foldable rack should be provided on the partition of cabin for keeping personal belongings of the crew Rack should be in driver cabin and size would be 6 ft x 1.5 ft above 2ft from the platform
	Color shade	To be decided by Authority
	Wi-fi System	For On Board wi-fi in the future, facilities and provisions for wiring, power supply, and charging of devices to be provided by the manufacturer
	Destination Board	No. of destination board is 1, with two acrylic board
	Reverse Parking Camera	To be provided



<b>SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	On board Diagnostic Unit (OBU)	All the electrical wiring, ICT connection related to OBU should be available, so that the same can be installed by OSRTC in the future (if required) without any additional wiring or adjustments.
	Panic Button	Minimum 2 nos. to be provided
<b>14</b>	Guarantee/ Warranty	Manufacturer shall give the warranty of the bus for its structure & chassis aggregates, minimum 03 years or 03 lakhs kms. whichever is earlier

### 3. SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
<b>1</b>	<b>ENGINE</b>	
	No. of cylinders	6
	Displacement	5 to 6 ltrs.
	Maximum power	180 HP to 200 HP
	The engine shall be vertical in line, water cooled with Turbo charger and intercooler confirming to BS-VI emission norms. The FIP should be CRDI	
<b>2</b>	<b>TRANSMISSION</b>	
	No. of speeds	6 forward plus 1 reverse with over drive
	Retarder	Hydrodynamic
	Clutch	Clutch shall be single plate dry type, air assisted hydraulic/mechanically actuated. WABCO make of Clutch Booster- As per OE Make approved by ARAI Propeller Shaft-As per OE Make
	Front Axle	Rigid, Steerable and non-driven.  It shall be I Beam type made of alloy steel forging with a minimum load carrying capacity of 6000 kg. with Reverse Eliot design. Approved makes of OE make
	Rear Axle	Full floating non-steerable and driven with a minimum carrying capacity of 10,200 kg. Crown wheel pinion ratio-5.2 to 5.9 or as per OE design. Approved makes of OE make
<b>3</b>	<b>STEERING</b>	Integral Hydraulic power assisted steering. Steering position shall be on the right-hand side of the bus. Steering should be sufficiently rugged in design to withstand peak road shocks without risk of component failure or in advertent alteration of steering geometry. Approved makes: ZF or Rane.
<b>4</b>	<b>SUSPENSION</b>	Front Weveller, Rear air suspension Air suspension shall be OE make only.

<b>SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	No. of Air Bellow	04 at Rear
	Antiroll bar	To be provided at Rear only
	Shock Absorbers	Telescopic type Hydraulic Front & Rear axle
<b>5.</b>	<b>BRAKE</b>	Anti-lock braking system Shall meet to CMVR/ARAI Regulation.
	FRONT	Drum Brake
	REAR	Drum Brake
	Parking Brake	Graduated valve controlled and real wheel
<b>6</b>	<b>GRADABILITY</b>	16% to 35%
<b>7</b>	<b>WHEEL &amp; TYRES</b>	a) Tyres 6 nos.+ one spare tyre shall be provided in an OEM design carrier. b) Tube less tyre 295/80R 22.5 – 16PR c) Tyres must be less than 6 months old as on the date of the delivery of the bus. d) Wheel disc make-As per OE make. Radial Tubeless 295/80R 22.5 16 PR
<b>8</b>	<b>FUEL TANK</b>	300 to 350 ltr. Capacity
<b>9</b>	<b>DIMENSIONS</b>	
	Wheel Base	6000 mm to 6200 mm
	Width	2550mm to 2600mm
	Length	Max. 12 mtr.
	Height	As per bus body code

<b>SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	Ground clearance	240 mm to 270 mm
	Chassis frame	<p>All steel ladder type</p> <p>a) The Chassis of the bus shall confirm to latest revision of CMVR &amp; ARAI Regulations prevailing at the time of supply in all respect.</p> <p>b) 8 Ton &amp; above Hydraulic/mechanical screw jack with minimum as per OEM design in open/closed condition to be supplied with the bus.</p> <p>c) 24V Wiper system will be provided of OEM Make with 130N/m torque.</p> <p>d) Head lamp in round shape as per OEM design.</p> <p>e) Chassis shall be of full forward control only to facilitate provision of front door within front over hang.</p> <p>f) Air intake system shall be above engine level/under driver seat to induct fresh air into the engine.</p> <p>g) Chassis frame shall be within defined manufacturing tolerances and shall be as per OEM design.</p> <p>h) Bus shall be supplied with minimum 40 ltrs. of diesel in the tank.</p>
	Turning Radius	Max.12.5 mtrs.
<b>10</b>	<b>ELECTRICAL SYSTEM</b>	<p>a) The system shall be of 24 Volt DC. Battery-isolator switch (main cable cut off switch) shall be provided near driver seat on the RH side. Batteries shall be of 2X12 Volts.25 plates &amp; 150 AH of approved make. Also Electric wires shall be claimed in a neat form and must not be left haphazardly. The electric units and the electrical system fitted shall not be prone to short circuit problems.</p> <p>b) Battery cable as per OEM design.</p> <p>c) Approved Battery makes : ARAI approved</p> <p>d) Batteries must be less than six months old as on the date of delivery of chassis.</p>
<b>11</b>	<b>ALTERNATOR &amp; SELF STARTER</b>	<p>a) Dynamically balanced Alternator with built in regulator shall be provided minimum of 55 Amps output for non-EMR models &amp; minimum of 75 Amps output for EMR models.</p> <p>b) The Starter Motor shall be with 4 steps relay pre-engaged type, flange mounted with minimum rating of 4.0 KW.</p> <p>c) Both these units shall be so located as to prevent ingress of oil or</p>

<b>SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
		rainwater into them.  d) Self Starter & alternator shall be of make Lucas – Bosch.  As per OEM norm.
<b>12</b>	<b>INSTRUMENT PANEL</b>	Aesthetically designed instrument panel with backlit light should consist of Speedo meter with km. counter. Air Pressure Gauges, Flashing – side indicator and switch, Warning lamp/buzzer for low air pressure, warning lamp for discharging of batteries, Starter Switch of good quality preferably LUCAS TVS/AES/Minda Valeo, Dipper switch, Ammeter of 50 Amp Range or Volt Meter, Temperature Gauge pressure gauge/warning lamp for low engine oil pressure. Engine RPM Meter etc., if the gauges are not provided other provision has to be make Telltale LED for Battery malfunction , Telltale LED for engine overheating (Temperature Gauge)  Starter Switch- As per OE make
<b>13</b>	<b>NOISE LEVEL</b>	Shall meet the MOEF notified limit of 84 db tested as per IS:3028 of 1998 for noise reduction system for the noise made by components of the chassis particularly engine, exhaust system etc.
<b>14</b>	<b>BODY</b>	Galvanized Tubular structure with anti-corrosive paint, bus body should confirm to AIS 052 code, homologation and testing certificate for the particular bus body is to be ensured along with tender.
	Door	Front 800 mm width with Automatic opening & closing along with 800 mm driver door at the opposite.
	Cabin partition & door	Driver/Cabin partition to be provided behind Driver’s seat with provision of sliding type door. There must be good quality locking system and sliding system.
	Emergency Exist Door	One at Rear right hand side with pigeon box/collapsible steps type along with emergency hammer at each window.
	Flooring	Boiling water proof ply +FR grade covered with antiskid vinyl mat
	Roof panel	Outer - GI sheet

<b>SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)</b>		
<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
		Roof internal panel – Aluminium sheets Front & Rear Inner - FRP
	AC DUCT –	Individual AC vents at each seat
	Side panel outer –	Skirt panel = Aluminum sheet, Stretch panel= GI Front & Rear outer will be of FRP.
	Side inner	Aluminium Sheets & Window pillar ABS panels to be provided
	Front wind shield	Single piece laminated
	Rear glass	Toughened
	Side window glass	Windows: Toughened pasted window glasses to be provided with 2 nos. ventilation windows on each side  Roof hatch: One no. provided in driver area. Two manual roof hatches (Escape hatch) to be provided as per AIS-153.
	Air conditioner	Main engine driven
	Seating capacity	Maximum 39+D
	Seats	2X2 Push back, Harita crystal make
	Music with public address system	PA System required as per AIS 052. Audio player having USB port with amplifier and public announcement system to be provided with speakers for each row of passenger berth along with switch at interior luggage racks.
	GPS	
	CCTV -	One in driver cabin & two in passenger saloon with 48 hours storage capacity.

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
	Front electronic board	To be written in Odia & English “ <b>OSRTC AC Deluxe</b> ” along with monogram or any other Name as decided by OSRTC in the electronic scrolling board
	Panic Button	Minimum 2 nos. to be provided in the passenger’s saloon
	Mobile charging	USB/Two pin system to be provided at inner side panel near each seat and berth
	Under chassis luggage box	It should be Luggage box size : 6 cubic meter
	Wi-fi system	For on Board wi-fi in the future, facilities and provisions for wiring, power supply, and charging of devices shall be provided by the manufacturer.
	Fan	To be provided at each side pillar
	Automatic Fire suppression system (for engine)	FDSS to be provided as per AIS 153
	Air bag for driver’s safety	Optional
	Color Code	To be decided later by Authority.
	Destination Board	1 no of destination board with 2 Acrylic sheet
	Reverse parking camera	1) RPAS to be provided as per AIS-145, 2) Reverse camera to be provided with display on dashboard
	Rack at the partition	Rack should be in driver cabin and size would be 6 ft x 1.5 ft above 2ft from the platform
	Digital clock	To be provided



**SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)**

<b>Sr. No.</b>	<b>Parameter</b>	<b>Technical Details</b>
	On Board Diagnostic Unit (OBU)	All the electrical wiring, ICT connection related to OBU should be available, so that the same can be installed by OSRTC in the future (if required) without any additional wiring or adjustments.
	Inside hat rack	Modular hat rack integrated with AC duct with arrangement of restrain system in flat belts for safe keeping of luggage.
<b>15</b>	<b>Guarantee /warranty</b>	Manufacturer shall give the warranty of the bus for its structure & chassis aggregates, minimum 03 years or 03 lakhs kms. whichever is earlier

#### 4. Specifications For AC Sleeper Buses (BS-VI MODEL)

<b>Specifications For AC Sleeper Buses (BS-VI MODEL)</b>					
		Particulars	Type		
		1	Overall Dimension of Bus (In mm)	Wheelbase	7000mm-7200mm
Overall Length	Minimum 13.5 Mts or more				
Height Of the Bus with Roof Top AC	As Per Bus Body Code				
Front Overhang	Max. 2900mm				
Rear Overhang	Max. 3500mm				
Overall Width	Max. 2600mm				
Gang Way Width	As Per Bus Body Code				
Engine Hp& Norms	220HP-260HP & BS-VI				
2	Bus Details			<p>The Full Forward Control Bus Shall Confirm to <u>CMVR and AIS-119/AIS-52 Norms</u> in All Respects. Bus Shall Comprise of Bus Engine, Fuel Injection Pump. Air Compressor, Radiator, Transmission (Including Clutch, Gear Box and Propeller Shafts). Air Suspension, Rear Axle Assembly, Power Steering Assembly. 9 Wheels with Tyre Assembly (Including Spare Wheel Carrier Provision with Clamping Arrangements). Air Brake System, 24v Heavy Duty Wiper Assembly, Multiplexing for Chassis &amp; Bus Shall Be as Per CMVR &amp; AIS 052. With Wiper Arm &amp; Two Blades of Suitable Size, Head and Tail Lamp Assemblies, Electrical Horn, Side Indicators, Aesthetically Designed Instrument Panel and Ergonomically Designed Pneumatically Adjustable Type Driver Seat Assembly of with ELR Safety Belt, Two Rear View Mirrors of Electrically Operated and Two Hydraulic Jacks Of Minimum 10 Ton Capacity. Foldable/Adjustable Seat for Co-Driver with ELR Type Safety Belts Shall Be Provided in The Driver's Cabin. Bus Shall Be Fitted with Multiplex Wiring.</p>	
3	Engine With Suitable Mountings			<p>Located At the Front, The Engine Shall Be of Turbocharged, 6 Cylinders, Common Rail system, Coolant Cooled, Four Stroke Diesel Engine Confirming to Bs-Vi Emission Norms. The Engine Should Be Amply Powered for Providing Direct Drive to The Bus and Air-Conditioning Unit. Electronic Device Be Provided for Controlling the Fuel Injection System and Other Systems.</p>	

**Specifications For AC Sleeper Buses (BS-VI MODEL)**

		Engine Output	Torque 925Nm at 1000-1600 RPM	
4	Lubrication	Lubricating Points Shall Be Provided for All Elements of The Steering, Transmission And Suspension System. These Points Shall Be Easily Accessible for Lubricating with Power-Operated System.		
5	Cooling System	The System Shall Include Radiator, Intercooler, Coolant Pump, Fan with Thermostat to Control the Coolant Temperature. The Thermostat Shall Be of Fail-Safe Type.		
6	Fuel Injection Pump	The Engine Shall Be Fitted with Common Rail Direct Injection.		
7	Pollution & Exhaust Gas	The Engine Shall Meet Bharat Stage-Vi Norms. The Supplier Shall Submit ARAI Approved Specifications for Model of Bus Offered in The Tender.		
8	Transmission, Clutch & Gear Box	Transmission Shall Be with Automated Manual Gearbox with Minimum 06 Forward and One Reverse Gear, Suitable Designed for Operation on All Terrain.		
9	Tyres	Radial Tubeless Tyres Of Size Minimum 295/80r 22.5 18pr"- 9 Nos or more. Manufactured Within 6 (Six) Months Prior To The Date of Delivery of The Buses and Rims Of 8.25" X 22.5" Size.		
10	Power Steering	The Steering Position Shall Be on The Right-Hand Side of The Bus. The Steering System Shall Be Hydraulically Power Assisted		
11	Full Air Suspension	Front Suspension weveller / parabolic spring, Rear : Suspension Having Minimum 4 Nos. Of Air Bellows, Levelling Vale and Heavy-Duty Shock Absorbers of The Rear.		
12	Brakes	Full Air Brake System Dual Line Disc Type Combined with Electronic Braking System (EBS), Hydraulic Retarder and Efficient Parking Brakes and Electronic Control System.		
13	Fuel Tank	The Fuel Tank Shall Confirm to The Specification of CMVR With A Storage Capacity Of Maximum 400 Ltrs. Having Shield Around for Protection and Insulation.		
14	Electrical System	2 x 12v (24v) System with Min. 165 Ah Capacity Batteries of Reputed Make. Heavy Duty Wiper Motor with Suitable Length of Aesthetically Designed Wiper Arms. Battery Cut-Off/Isolation Switch Should Be Provided Near the Driver Seat. 5a/24v Power Switch & Fray at Dashboard for Charging Electronic Ticketing Machine (ETM) For Keeping the ETM Shall Be Provided.		

**Specifications For AC Sleeper Buses (BS-VI MODEL)**

		Battery Box Should Be Located at Convenient Place for Ease of Maintenance. Lights & Lighting System as Per CMVR/AIS 008.
15	Provision For Mobile Charging	USB Charging Point: USB/C-type charging points to be provided for all Sleeper Berths.
16	Alternator & Self Starter	Suitable Assemblies Shall Be Provided For 24 Volts System. The Alternators Shall Be Dynamically Balance with Built-In Regulator and Be Provided with Suitable Mounting. The Starter Motor Shall Be Axial Type Flange Mounted. Both These Units Shall Be So Located as To Prevent Ingress of All or Water into Them. Self-Starter & Alternator Shall Be of Reputed Make Only.
17	Instrument Panel	Aesthetically Designed Instrument Panel Should Consists of Odometer with Km Counter, Air Pressure Gauge, Flashing-Side Indicator and Switch, Warning Lamp for Low Air Pressure, Warning Lamp for Charging F Batteries, Starter Switch, Dipper Switch, Temperature Gauge, Engine Oil Pressure Gauge, Engine RPM Meter and Vehicle Diagnostic Display.
18	Body Structure	The Complete Structure Should Be Applied with Epoxy Primer Before Paneling. Body Structure as Per AIS 052/AIS 119 Code.
19	Bus Paneling	Exterior Paneling: Existing Stretch Panel Is 1.00mm+/-0.1mm. So, It May Vary From 0.9mm to 1.1mm.) AI Hatch Door Panel T 2.5mm Wheel Arch Gi Panel T 1.5mm Suitable design to be provided for flap doors to Prevent Ingress of Water into The Luggage Compartment Exterior roof panel shall be of GI/ other suitable material as per OEM standard. Interior Paneling: Truss Panel Paneling Should Be of BWR/ BWP Plywood Sheet with Vinyl Mat of Superior Quality. Roof Ceiling Shall Be FR Grade with Thermocol /Any Other Superior Insulating Materials and Covered with Good Quality Aluminum Composite Panel. It Must Meet AIS 052/AIS 119 Code.
20	Emergency Door/Exit.	Emergency Door/ Exit Shall Be at the middle/rear area on the Driver Side Meeting the Latest CMVR/ AIS: 52/AIS 119 Norms.
21	Driver Cabin, Saloon & Dicky Flooring.	BWR/BWP Plywood/ Compressed Densified Wooden Floorboard of 0.8 Density of Minimum 10mm Thickness of Reputed Make Covered With 1.5mm Thickness Anti-Skid Vinyl Mat for Cabin and Saloon Flooring. Dickey Box Flooring Should be Compressed Densified Wooden Floorboard of 0.8.

**Specifications For AC Sleeper Buses (BS-VI MODEL)**

		Density of Minimum 10mm Thickness of Reputed Make Covered With 1.5 Mm Thickness Anti-Skid Vinyl Mat/Aluminum Checkered Sheet.
22	Glasses.	Single Front Windshield Laminated Glass with Minimum 7Mm Thickness Properly Mounted on the Frame. Windshield Glass Shall Be Fitted with Good Quality EPDM Rubber Glazing for Easy Replacement.
23	Air-Conditioning System.	A.C. Unit of Carrier/Approved Make of Roof Mounted Evaporator and Condenser of Noise/Vibration Proof. The Electromechanical Control I.E. Cab Command Should Be Easily Accessible on Dashboard to Set the Temperature. The Unit Shall Be Designed to Operate in Hat and Dusty Environments Suitable for Bus Having 40 Passengers. The Cooling Capacity of A.C. Unit Shall be of Minimum 37KW With 5 Speed Blower. Ducting Facility Shall Be Provided Inside the Parcel Rack on Both Sides of The Bus and Also for Driver's Cabin with Proper Support Brackets.
24	External Painting: Solid/Metallic.	To Be Decided Later by Authority.
25	Sleeper Berth	Minimum of 36 Sleeper Berths provided along the length of the vehicle. The berth layout shall be as per AIS:119 (2X1 layout)
26	Sleeper Berth Specification	Each Passenger Berth should be of the size of minimum 560 X 1800mm
27	Under Boot Luggage Space	Lockable Dust and Rattle Free Under Boot Luggage Space Of Minimum 8 Cubic Meters Should Be Provided. Luggage Guard To Be Provided On Both Sides With Doors From Both Ends With Locking Arrangement With Heavy Duty Good Quality Hinges. Locks, Brackets & Gas Springs Etc. For Longevity. Preferably, Flap Door Opening Shall Be Parallel to The Bus Body or Minimum 120 Degrees from Closed Position.
28	Technical Approval	Product Approval Certificate from The Approved Agencies Like ARAI / CIRT etc.
29	Accessories	2 Nos of Fire Extinguisher B Class Type Each Of 5 Kgs. Suggestion Box, First Aid Box, 2 Roof Hatches, Curtains for All Windows, Curtains for Gangway and In between twin sleeper berths. LED Destination Board at Front (Size: 975x300mm)  Hammers shall be fitted for breaking glasses as per OEM Approved design.

**Specifications For AC Sleeper Buses (BS-VI MODEL)**

		Curtains- 2 Sets of Curtains of FR Grade Per Bus All The Other Mandatory Accessories as Per CMVR/AIS:052/AIS119 Shall Be Provided
30	CCTV Cameras	3 Nos. Surveillance Cameras with Night Vision Shall Be Provided With 48 Hours Recording Storage Facility. One Camera for Front View of Road Fitted to A Pillar on Left Side. One Camera Above Passenger Door to Cover the Driver & Cabin Area and One for the gangway Area.
31	Rear View Camera	One Reverse Camera Shall Be Provided at Rear End Outside of Bus.
32	Statutory Provision	The Vehicle Should Be Provided with FDSS. Bus Multiplexing, Changes in Engine to GVW Ratio. Acceleration Parameters, Interior NVH & Braking System Complaining To AIS-140, 153 & 135.
33	Music System with Public Address System	PA System Required as Per AIS 052/AIS 119. Audio Player Having USB Port and Public Announcement System to Be Provided with Speakers.
34	GPS	The OEM Shall Provide all technical solution for OSRTC ITMS.
35	Front Electronic Board	Electronic Scrolling Board to Be Provided Written as OSRTC in English with Monogram or Any Other Name as Decided by OSRTC
36	Wi-Fi System	For On Board Wi-Fi in The Future, Facilities and Provisions for Wiring, Power Supply, And Charging of Devices Shall Be Provided by The Manufacturer. At Present Wi-Fi Is Not in The Scope of This RFP.
37	Luggage Box	It Should Be Minimum Of 6 Cubic Mtr. Capacity
38	Automatic Fire Suppression System for Engine	Minimum 1 Kg. Capacity
39	Roof Hatch	Two Nos. To Be Provided as per Bus body code
40	Panic Bottom	To Be Provided as Per Standard and Govt. Norms
41	On Board Diagnostic Unit (OBU)	OEM shall provide VHMD data/ OBU / CCTV / VLTD APIs for integration with OSRTC ITMS without any Cost to OSRTC.OEM ensures all OBU like Electrical wiring, ICT etc. OEM shares the protocols for capturing VHMD information and also integration of the VHMD system with the OSRTC's ITMS system.
42	Guarantee/ Warranty	Manufacturer Shall Give the Warranty of The Bus for Its Structure & Chassis Aggregates, Minimum 03 Years or 03 Lakhs Kms. Whichever Is Earlier.

## **IT & PIS**

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

### **Architecture:**

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

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

### **Camera :**

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

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

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

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

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

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

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

Warning triangle- As per AIS 052/CMVR

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

Water Bottle holder- Required.



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

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

**PIS System :**

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

- GPS triggered next stop display on Inner sign with synchronized voice announcement for minimum 75 stops on each route.
- The inner sign should be able to display and announce up to three languages, one after the other in sequence. For example, make display and announcement in English, then Hindi to be followed by local language for benefit of the passengers. Display and announcements should be possible "before arrival" of the bus at the bus stop, "on arrival" of the bus at bus stop and "after departure" of the bus from the bus stop.
- In event of GPS failure, the above functionality should be possible through manual intervention on BDC.
- Display driver and conductor ID once in between the stops on Inner sign vi Inner sign should be able to display text and customized graphics and announce up to pre-recorded messages by driver selecting 1~9 on BDC display panel of the controller.
- Display customized graphics plus synchronized voice announcement – location based viii Functionality of Display 'clock'-GPS based or 'Default Messages' on Inner sign.
- **Display size**
  - Front minimum 200x1800 mm –one
  - Rear and side: minimum 200x900 mm-one each
  - Inner : minimum 100x800 mm –one
  - For Articulated buses 1 front, 2 inner, 2 side sign and one rear will be employed.
  - For midi buses one sign in front of size minimum 200x900 mm, back size minimum 200x900 mm and one inner sign minimum 100x800 mm.
- **Pitch**
  - Front- maximum. H 13.4 mm x V 14.1 mm (maximum H 10.5 mm x V 14.1 mm for midi buses)
  - Side and rear maximum. H 10.5 mm x V 14.1 mm
  - Inner 8 x 8 mm maximum
- **LED and display quality front, side and rear signs**
  - Amber colored LED, dominant wavelength 591~595nm (color matched and bin graded).
  - UV resistant, diffused lens 4 mm (minimum) or 'SMT PLCC2 standard package'
  - Wide viewing angle 120° horizontal & 60° Vertical
  - Ensure enhanced readability with full clarity on scrolls and long-life usage by incorporating non multiplexed system (constant current drive circuit) with typical LED Intensity 400~700 mCd at  $I_f = 20$  mA, alternatively multiplexed design (maximum 4:1) with typical LED intensity 950~1150 mCd at 20 ma

- **LED and display quality inner sign**

- LED amber dot matrix viewing angle 45° all around, intensity minimum 40 mCd, dominant wavelength 590 ~595 nm.

- **Structure**

- Front ,side, back and rear signs : light weight structure with toughened glass fixed with UV resistant adhesive in front.
- Inner sign: light weight structure with poly glass /acrylic/toughened glass.
- Electronic devices used to be 'automotive grade' rated for temperature -25°C to +85°C with conformal coated PCB boards.
- Power to signs shall be supplied through bus multiplex wiring system.

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

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

## **ANNEXURES**

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

To

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

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

Ref: **“Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”**

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

10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the Selection of Agencies, or in connection with the Selection Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
12. I/We submit cost of RFP document of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
13. I/We offer a EMD of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

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Signature of the Authorized Person

-----

Name of the Authorized Person

Dt -----

## Annexure II: Request for Clarification

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

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



### Annexure III: Pre-Qualification Proposal Criteria

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

**RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC**

Sl.No.	Basic Requirement	Specific Requirement	Documents required	Page No
		three (3) years. (FY 20-21, FY 21-22, FY 22-23) (Provisional for FY 22-23)	as defined in this RFP in the stipulated format under <b>Annexure-X</b>	
<b>PQ6</b>	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder	
<b>PQ7</b>	Manufacturing Experience	The bidder should have experience of manufacturing minimum <b>500 buses on an Average annually in last 3 years in India</b> from the last date of Submission of the bid.	<ul style="list-style-type: none"> <li>• Documents Proof</li> <li>• Manufacturer Undertaking/Certificate.</li> </ul>	
<b>PQ8</b>	Relevant Experience	The bidder must have supplied on an average of <b>100 nos. buses</b> during the last three years ending on 31.03.2023 to any STU either in single or multiple orders.	Word Order/ LoA / Contract agreement etc	
<b>PQ9</b>	Authorised Service Centre	The Bidder should have a working Bus <b>Service centre in Odisha</b> that has been Operational from the <b>Last Five Years</b> from the last date of Submission of the Bid.	The Bidder shall submit latest Electricity bill with Address and a Self-Declaration stating the same on the bidder's letter head.	

*RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC*

<b>Sl.No.</b>	<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents required</b>	<b>Page No</b>
<b>PQ10</b>	No Deviation Certificate	The Bidder should submit a No Deviation Declaration Certifying that there is no deviation from the Specification Prescribed in the RFP.	No Deviation Certificate on Bidders Letter head.	
<b>PQ11</b>	Certification	The bidder must have bus body manufacturing facilities and plant of appropriate size/capacity and accredited as per relevant AIS and IS Standards.	<ul style="list-style-type: none"> <li>• ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant.</li> <li>• Certification / License</li> </ul>	
<b>PQ 12</b>	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.	
<b>PQ 13</b>	Warranty	<p>A Bidder Should have Bus warranty with minimum period of 2 years or 2 Lakhs KMs whichever is earlier.</p> <p>The Vehicle Warranty on all Bus Components (including Battery, charging cords etc)</p>	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under <b>Annexure-VII</b> in letterhead.	

**Annexure IV: Details of Bidder**

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

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date .....

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

(On Requisite Stamp Paper)

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

WHEREAS in response to the Invitation for Request for Proposal (RFP) for “**Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**” the company/partnership/ proprietary firm is submitting its Application for the Project issued by the OSRTC and is desirous of appointing an attorney for the purpose thereof.

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

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

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

**RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC**

- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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

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

**Instructions:**

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## Annexure VI: Non-Blacklisting declaration

{Company Letter head}

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

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

We further confirm that we are aware that our application for the **“Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”**would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the agreement period. Dated this .... Day of..... 2023.

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

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

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



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

*{Company Letter head}*

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

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

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

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

**Annexure VIII: Technical capacity of the Bidder**

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

**Note:**

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

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Signature of the Authorised Person

-----

Name of the Authorised Person

Date .....

## Annexure IX: Financial capacity of the bidder

### Format for CA Certificate

(The format should be certified by Chartered Accountant)

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

Name of Bidder's Bankers:

Address of Bidder's Bankers:

#### Instructions

1. The Bidder should provide details of its own Financial Capacity specified in the RFP.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 years preceding the Bid Due Date. The financial statements shall:
  - a) Reflect the financial situation and turnover of the Bidder.
  - b) Be audited by a statutory auditor.
  - c) Be complete, including all notes to the financial statements; and
  - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP document.
6. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

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

Name of the CA:

Signature of certifying CA

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

(On bidders Letter Head)

Date: (Last Date of Submission)

To

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

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

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

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

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

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

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

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

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

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

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

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

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

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

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

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

**Annexure XIV: Manufacture Authorization Form Format**

To

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

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

**Ref: ““Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”**

Dear Sir,

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

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

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

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

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

Yours faithfully,

Name

Name of the Producer

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



## **Annexure XV: Format for Financial Proposal**

To

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

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

**Ref: ““Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”**

Dear Sir,

[Being duly authorized to represent and act on behalf of (name of the Bidder)], having reviewed and fully understood all the requirements of the Request for Proposal (RFP) dated [.....] issued by OSRTC for “ **Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**”, we hereby provide our Financial Proposal.

1. We understand that the services shall be provided as per the terms and conditions specified in the General Condition of Contract and Applicable Laws.
2. The Financial proposal for the Project has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the draft AMC General Condition of Contract , our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
3. It is a firm and irrevocable offer and shall remain valid and open for a period of not less than 180 days from the Proposal Due Date. We acknowledge and agree to the submission of an unconditional proposal.
4. We acknowledge that, Authority takes no responsibility for ensuring such an exemption and the OEM will have to deal with the GST issue by itself.
5. We acknowledge that the Authority shall not be liable to make any payment to our vendors providing supporting services for OSRTC Bus Operations.
6. The authority retains the right to explore tax-friendly options and arrangements with us as permitted under law.
7. We have quoted the Cost for Bus Procurement & Annual Maintainace Contract (AMC) after through reading of this RFP document, Draft General Condition of Contract and Response to Queries/Amendment documents, breakup between variable and fixed cost, detailed due diligence of the site, GPs, Blocks, District conditions, passenger load and likely wear and tear of the buses.
8. Our Financial Proposal for “**Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**”, as part of the Bidding Option that we have selected, is as follows:

**RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC**

Tender Inviting Authority (OSRTC)						
Name of the work: <b>“Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses &amp; Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”</b>						
Contact No.						
Name of the bidder:						
<b>DETAIL OF PRICE BID</b>						
Sl No	Description	Unit	Quantity	Price per Unit of Bus (INR) in Words & Figures.	Taxes, duties, etc. in INR in words and figures	All-inclusive Price per Unit of Buses (INR/ bus) in words and figures.
1	2	3	4	5	6	
1	Non- AC Standard Buses (3X2 FIXED SEAT) (BS-VI MODEL)	Each	40			
2	Non- AC Deluxe Buses (2 X 2 Push Back) (BS-VI MODEL)	Each	30			
3	AC Deluxe Buses (2 X 2 Push Back) (BS-VI MODEL)	Each	20			
4	Sleeper (2 X 1) Buses (BS-VI MODEL)	Each	10			
<b>Total (40+30+20+10)*</b>						
Note* The Procurement of Buses should be considered at the Evaluation.						

Minimum reasonable & justifiable Annual Maintenance Contract Charges in Rupees per kilometer basis shall be quoted for the following phases of life span/ year-wise slabs of the bus for Comprehensive Annual Maintenance Contract inclusive of spares/ consumables/ servicing/ maintenance, labour etc.:

**Unit Cost for Comprehensive Annual Maintenance Contract (CAMC):**

<b>SI No</b>	<b>Description</b>	<b>CAMC for Type A Bus (in INR)</b>	<b>CAMC Type B Bus (in INR)</b>	<b>CAMC Type C Bus (in INR)</b>	<b>CAMC Type D Bus (in INR)</b>
1.	1 <sup>st</sup> year (excluding items covered in Warranty)				
2.	2 <sup>nd</sup> year (excluding items covered in Warranty)				
3.	3 <sup>rd</sup> year (excluding items covered in Warranty)				
4.	4 <sup>th</sup> Year				
5.	5 <sup>th</sup> Year				
6.	6 <sup>th</sup> Year				
7.	7 <sup>th</sup> Year				
8.	8 <sup>th</sup> Year				
9.	9 <sup>th</sup> Year				
10.	10 <sup>th</sup> Year				
<b>Unit Cost for 10 Years AMC (Sum of Row 1 to 10)</b>		I	II	III	IV

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

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

**Note :**

*RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under OSRTC*

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

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

This Financial Proposal is without any condition.

Yours faithfully,

---

For and on behalf of (Name of Applicant)

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Duly signed by the Authorized Signatory of the Applicant

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Name, Title, and Address of the Authorized Signatory

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

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

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



## **Odisha State Road Transport Corporation**

**Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)**

**Draft General Condition of Contract (GCC)**

Issued By

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

## **1. INTERPRETATIONS**

In the contract, unless the context otherwise requires:

- 1.1 Words in the singular include the plural and vice-versa.
- 1.2 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.3 The heading of these conditions shall not affect the interpretation or construction thereof of the Clause.
- 1.4 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 1.5 Wherever Date & Period are specified in the RFP Document for completing some formalities/ tasks/ documentations etc, the commencement of the period prescribed for the said completion shall be reckoned from the date of dispatch of the communication by the TIA, even if mentioned otherwise anywhere else.

## **2. PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS**

- 2.1 The parties to the contract are the OEM and the TIA, as defined in RFP Document.
- 2.2 A person signing the bid or any other document in respect of the contract on behalf of the OEM without disclosing his authority to do so, shall be deemed to have the authority to bind the OEM to fulfil his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the TIA may, without prejudice to any other right or remedy of the TIA, cancel the contract and make or authorize the making of a purchase of the buses at the risk and cost of such person and hold such person liable to the TIA for all costs and damages arising from the cancellation of the contract including any loss which the TIA may sustain on account of such purchase.
- 2.3 Any approval that may be given by the TIA or Depot Manager on behalf of TIA shall only be deemed to be the approval in principle. Notwithstanding such approval, the OEM shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications, terms & conditions.
- 2.4 In case of any inter-se conflict between any provisions/ stipulations in the Bid Document or in the Contract Document, the decision of the TIA for interpretation/ application would be final and binding on the OEM.
- 2.5 The OEM shall be absolutely liable for the Comprehensive Maintenance of the buses as per the Terms & Conditions and technical specifications specified in the RFP. It shall not be open to the OEM to contend at a later stage that a particular change/ deviation in the Terms & Conditions is not compatible with the maintenance of the bus or affects performance. Any losses, whatsoever, which are occasioned on account of the maintenance / technical failure of the bus, shall be borne by the OEM.

### **3. CONTRACT**

- 3.1 The contract shall be for Comprehensive Annual Maintenance Contract of “Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)” to be supplied by the bidders against RFP of the description, technical specifications and in the quantities set forth in the contract on the date or dates specified therein. The Buses shall be maintained of the best quality and workmanship to the satisfaction of the Depot Manager and TIA.
- 3.2 The OEM shall also be required to carry out accidental repairs of buses attributable to the OEM or to the TIA or due to natural calamities etc. The cost of repairs i.e., cost of spare parts & labour charges on account of the accidental buses attributable to the TIA bus crew or due to war, civil commotions, strikes, floods, earthquake, explosion etc. and not attributable to defects/ mechanical failures/ fire, shall be borne by the TIA. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the bus shall be the responsibility of the OEM. Both parties shall mutually decide regarding whether the accident is because of defects/ mechanical failure/ fire.
- 3.3 The whole contract is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the TIA, who both personally and by its any person acting through or under TIA, shall have full power, at every stage of progress, to inspect the Buses with respect to maintenance at such times as he may deem fit and to reject any of the maintenance activity in the Bus/ item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications/work shall be final and conclusive.

### **4. PERFORMANCE SECURITY**

- 4.1 The OEM shall furnish Performance Security encashable at Bhubaneswar in the form of Bank Guarantee /Account Payee Demand Draft/ Fixed Deposit Receipt or in the shape of a Bank Guarantee in the Proforma prescribed in the RFP document within 15 days from the date of dispatch of the ‘Letter of Acceptance’ of the bid by the TIA, for an amount equivalent to:
- **5 % of Total purchase Value of the Bus Procurement (valid till warranty Period).**
  - **5 % of Annual Contract Value of Comprehensive AMC (valid till 10 Years)**
- The Bank Guarantee/ Fixed Deposit Receipt should be from any Scheduled Commercial Bank (licensed by RBI) or confirmed by any Indian nationalized bank.
- 4.2 If the Bidder, having been called upon by the TIA to furnish Performance Security, fails to furnish the same, it shall be lawful for the TIA:
- To recover from the OEM the amount of Performance Security by deducting the amount from the pending bills of the OEM under any contract with the TIA or the Government or,
  - To forfeit the EMD and cancel the contract or any part thereof and to get it maintained or authorize the maintenance of the buses at the risk and cost of the OEM and in that event the provisions of sub-clause of the RFP shall apply as far as applicable.



- 4.3 The TIA retains the right to forfeit the Performance Security, either partially or entirely, should the OEM default or fail to fulfil the contractual obligations to the satisfaction of the TIA. Additionally, the TIA can offset the Performance Security against any losses incurred due to the OEM's acts or defaults, and in such cases, may require the OEM to replenish the original amount through a new Bank Guarantee. Furthermore, the TIA has the authority to recover any claims from sums owed to the OEM under the current or future contracts with the TIA.
- 4.4 The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e., Comprehensive Maintenance for the buses of the make to be supplied by the bidders against RFP till their operation of 15,00,000 Kilometers / 10 Years. The Bank Guarantee shall be valid for at least six months beyond completion of contract period of 10 years from the date of delivery of last bus. On the satisfactory performance and completion of the contract in all respects the Bank Guarantee will be returned to the OEM without any interest and upon submission of no claim certificate.
- 4.5 As and when, an amendment is issued to the contract, having an impact on amount and validity of Performance Security, the OEM shall, within fifteen days of the receipt of such an amendment furnish to the TIA an amendment to the Bank Guarantee rendering the same valid for the contract as amended.
- 4.6 The Bank Guarantee and/ or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.
- 4.7 Fresh Performance Security in the event of the encashment of the Performance Security by TIA pursuant to an Encashment Notice issued, the OEM shall within 30 (thirty) days of the Encashment Notice furnish to TIA Fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.

## **5. ALLOTMENT SCHEDULE**

The allotment of Buses to the OEM shall be deemed to take place as per the delivery of the buses lot-wise in actual by the OEM under RFP and allotted to the Depot after registration for operation. The OEM shall be intimated about details of the Depots where these Buses are to be maintained.

## **6. OEM'S OBLIGATIONS**

- 6.1 **MAINTENANCE TO BE EFFECTED WITHOUT TIME OVER-RUN:** The OEM shall be responsible for maintenance of the buses immediately under contract on delivery of the same in the allotted depots after registration.
- 6.2 The OEM shall allow reasonable facilities and free access to the maintenance works and records to the Depot Authority/the Depot Manager or such other Officer as may be nominated & deputed by the TIA for the purpose of ascertaining the maintenance works under the contract.
- 6.3 In case of a failure for non-compliance of the contractual conditions by the OEM in the performance of his obligations for maintenance/repair of buses, the TIA at his discretion may take the following actions:
- i. Imposition of pre-estimated damages towards failure to make available 98% for first 3 years and 95% rest of the contract period .
  - ii. Forfeit the Performance Guarantee; and/ or

- iii. Effect the maintenance/repair at the Bidder's risk and cost for entering into fresh contract as per clause 8.2 hereinafter; and/ or.
  - iv. Terminate the contract for non-compliance of the contract.
- 6.4 The OEM shall notify the TIA, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the OEM from any liabilities or obligations under the contract.
- 6.5 The OEM is expected to maintain all the assemblies/subassemblies/items/parts etc. for proper functioning of the Bus in accordance with the technical specifications of the present model and recommendations of the VM/OEMs with respect to preventive maintenance services and dockings including for consumables.

## **7. PRE-ESTIMATED DAMAGES**

- 7.1 The OEM shall be required to undertake bus-wise maintenance on regular basis to ensure at least 98% for first 3 years and 95% rest of the contract period Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 98% for first 3 years and 95% rest of the contract period Depot-wise availability, the OEM shall be liable for imposition of pre-estimated damages @ average revenue loss per day. **(The Maximum penalty in a month has been capped 10% of the monthly CAMC charges.)**
- 7.2 However, the OEM shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the OEM or from the performance security. The OEM agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner.
- 7.3 The assured Fleet availability is calculating on the monthly basis of aggregate fleet basis rather than on a depot-specific basis.
- 7.4 Further, the OEM will not be liable for any pre-estimated damages in accordance with Clause 7.1 in such cases, inter alia, for non-availability of buses due to bus made available but not out-shredded as per requirement of the TIA or due to nonavailability of drivers/conductors/ late out shedding due to late reporting of drivers/ conductors of the TIA or for any other reason for which the OEM is not liable/ responsible.
- 7.5 The OEM agrees that pre-estimated damages mentioned in clause 7.1 & 7.2 above are fair and genuine pre-estimates and not by way of penalty. The OEM also agrees that he shall not dispute the same in any manner.

## **8. Fleet Calculation Methodology (Daily) Calculation**

The 'Assured Fleet' calculation methodology should exclude the duration of 'Scheduled Bus maintenance' by the OEM and the OEM is required to furnish their Maintenance Schedule, specifying both the Kilometers interval for maintenance and the respective duration (Hours) of maintenance.

Fleet availability (in percent) = (Fleet made available for operation / Total Fleet of Contracted Buses) x 100.

A Bus to be considered as being available if.

It does not start/begin its scheduled trip beyond (+/-) 10 minutes from Scheduled trip Time.

It should complete at least 90% of its planned scheduled Kilometres.

**Illustration:**

Damages/Penalties payable for 91% Fleet Availability against requirement of 98% of Assured Fleet Availability.

98% - 91% = 7% Unavailable Fleet

**Penalties payable for the day** = 7% x ADR

ADR is Average Daily Revenue per Bus for the month.

**Note: Penalties outlined in the RFP specify that the OEM may incur a penalty of up to 10% of the Total Monthly Invoice.**

Either party can terminate the contract in mutual consent by providing a written notice period of 30 days.:

if the OEM fails to maintain any or all of the buses specified in the contract pursuant to clause 7 and/or

if the OEM fails to perform any other obligation(s) under the contract.

In the event of termination, the contract in whole or in part, pursuant to subclause 8.1 above, the TIA may enter into fresh contract with any other Comprehensive AMC Agency for completing the unfulfilled portion of the contract and the OEM (whose Contract is terminated) shall be recovered forfeiting the PBG else the concern OEM liable to the TIA for any excess costs for maintenance of such buses Upto 15,00,000 KMS.

## **9. FORCE MAJEURE**

- 9.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- 9.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.
- 9.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc or any price escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the OEM for not performing his obligations under this clause/ contract.
- 9.4 Any waiver/ extension of time in respect of the delivery of any instalment or commissioning of buses shall not be deemed to be a waiver/ extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.
- 9.5 If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- 9.6 Notwithstanding the provision of clauses 6, 7 and 8 the OEM shall not be liable for forfeiture of his performance security, pre-estimated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

## **10. SAFETY MEASURES**

- 10.1 The OEM should take all precautionary measures in order to ensure the protection of his own personnel/ any other personnel moving about or working on the premises of the TIA / TIA i.e., OSRTC. The OEM shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.
- 10.2 The OEM should abide by and conform to all the rules and regulations of TIA in force from time to time and ensure that the same are followed by his representatives, agents, sub-OEM or workmen working in the premises of TIA. The OEM shall, after prior consultation with the TIA, implement all alterations to the Bus Maintenance Services which are required by any Applicable Laws which comes into force after the Effective Date relating to safety. The OEM shall comply, and his Sub OEMs shall comply with the requirements of all relevant Government Authorities.
- 10.3 The OEM shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the TIA all safety requirements related to the Bus maintenance in accordance with all Applicable Laws.
- 10.4 The OEM should ensure that while working in the premises of TIA , unauthorized, careless or inadvertent operation of installed equipment/ buses which may result in accident to staff and/ or damage to equipment/ buses, does not occur.
- 10.5 Without prejudice to the OEM's obligation to ensure the safety of the Bus Service, the OEM shall:
- a) comply with Applicable Laws.
  - b) provide all appropriate measures in the providing Bus Maintenance Services and maintenance of the Project Facilities to ensure, so far as reasonably practicable, the safety of all passengers, OEMs, staff and the general public.
  - c) consult with TIA and adopt the requirements of the emergency services.
  - d) have due regard for the safety of third parties, in particular pedestrians and other road users, in maintenance of Project Facilities.
- 10.6 The OEM shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the TIA and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Project, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.
- 10.7 **Response to Emergencies:**
- i. The OEM shall react safely and quickly to emergencies in all aspects of the Project.
  - ii. The OEM shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.
  - iii. The OEM shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots ("Emergency Management Plan").
  - iv. In developing the Emergency Management Plan, the OEM shall consult with all relevant Government Instrumentalities, emergency services and local authorities.

- v. All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
  - vi. The OEM shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver the required instructions to the staff.
- 10.8 The OEM shall comply with all Applicable Laws relating to the reporting of accidents, incidents, fatalities, injuries, and dangerous occurrences. The OEM shall liaise with the TIA in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

## **11. OPTION CLAUSE**

- 11.1 The TIA reserves the right to increase the number of Buses for maintenance by him by 25% (twenty-five percent) of the initially contracted numbers of Buses, (i.e., the number of buses for maintenance in the LoA) at any time till the completion of delivery of the entire number of Buses without any change in the Price or other Terms & Conditions.
- 11.2 The increase of quantity shall be incorporated through an amendment. The OEM will have to deposit performance security of additional amount separately within 21 days from the date of amendment of increased quantity in the same manner.

## **12. CORRUPT PRACTICES**

- 12.1 The Bidder/ OEM shall not offer or give or agree to give to any person in the employment of the TIA or working under the orders of the TIA any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the TIA or for showing any favor or forbearing to show disfavour to any person in relation to the contract or any other contract with the TIA . Any breach of the aforesaid condition by the Bidder/ OEM, or any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants, shall entitle the TIA to cancel the contract and all or any other contracts with the OEM and to recover from the Bidder/ OEM the amount of any loss arising from such cancellation in accordance with the provisions of clause 9 as applicable.
- 12.2 Any dispute or difference in respect of either the interpretation, effect or application of the above sub-clause or of the amount recoverable there under by the TIA from the Bidder/ OEM, shall be decided by the TIA, whose decision thereon shall be final and binding on the Bidder/ OEM.
- 12.3 The Bidder is required to comply with terms of Integrity Pact as per format in Annexure.

## **13. INSOLVENCY AND BREACH OF CONTRACT**

- 13.1 The TIA may at any time, by notice in writing summarily dissolve the contract without compensation to the Bidder/ OEM in any of the following events, that is to say: -

- a) if the Bidder/ OEM being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) if the Bidder/ OEM being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) if the OEM commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the TIA and provided also the OEM shall be liable to pay to the TIA any extra expenditure he is thereby put to and the Bidder/ OEM shall, under no circumstances, be entitled to any gain on repurchase.

## **14. LAWS GOVERNING THE CONTRACT**

- 14.1 This contract shall be governed and interpreted in accordance with the laws of India.
- 14.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made in Bhubaneswar (Odisha) from where the 'Letter of Acceptance' of the bid has been issued and where the contract is to be performed by supply and commissioning of the buses.
- 14.3 JURISDICTION OF COURTS: The Courts of Bhubaneswar (Odisha), the place from where the 'Letter of Acceptance' of the bid has been issued (Bhubaneswar) and where the contract is to be performed by supply and commissioning of the buses, alone shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

## **15. SETTLEMENT OF DISPUTE AND ARBITRATION**

### **15.1 Amicable Resolution**

- a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- b) Either Party may require the Dispute to be referred to General Manager, OSRTC for amicable settlement. Upon such reference, both the Parties and the General Manager, OSRTC or his nominee (who can be an employee of OSRTC dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given in clause-16.2 below.



## **15.2 ARBITRATION**

### **a) Arbitrators**

Any Dispute which is not resolved amicably as provided in Clause 16.1(a) shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by OSRTC. 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman to be appointed by the 2 (two) arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time. The arbitrator shall issue a reasoned Award.

### **b) Place of Arbitration**

The place of arbitration shall be Bhubaneswar, Odisha.

### **c) Language**

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

### **d) Procedure**

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

### **e) Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

### **f) Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

### **g) Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

## **16. SECURITY**

16.1 Any information obtained in the course of the execution of the contract by the OEM, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.



16.2 Any breach of the aforesaid conditions shall entitle the TIA to cancel the contract and to get them maintained or authorize for the maintenance of the buses at the risk and cost of the OEM in accordance with Clause- 6 and 8 thereof as applicable.

## **17. OEM'S RESPONSIBILITY**

17.1 The OEM shall be entirely responsible for the execution of the contract strictly in accordance with the Technical Specification, General Terms & Conditions of Contract, Instruction to the Bidders and other conditions of contract.

17.2 Any approval that may be given by the TIA or Depot Manager or any agency on behalf of the TIA (OSRTC) shall only be deemed to be the approval in principle. Notwithstanding such approval, the OEM shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and Terms & conditions.

17.3 The OEM shall be responsible for taking all the necessary approvals and permissions from the OSRTC as the case may be.

17.4 The OEM shall ensure for 'No deviation in specification' in the Bus while offering of buses for roadworthiness in addition to meeting other requirements as specified in the contract.

## **18. PAYMENT TERMS**

18.1 **PAYMENT FOR BUS PROCUREMENT:** On competition of PDI of total 100 nos. of Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses.

18.2 **PAYMENT FOR AMC:**

- Payment for AMC will be made on monthly basis.
- The OEM will submit monthly invoice with the required supporting documents.
- The OEM will submit monthly invoice along with Bill Of Quantity (BOQ) and Bill Of Material (BOM) of all consumables and maintenance-related materials.
- TIA will release the payment within 7 working days of receipt of invoice complete in all respect subject to recoveries, if any, on account of pre-estimated damages towards failure to make available 98% for first 3 years and 95% rest of the contract period buses for operation and any other charges recoverable as per Terms and Conditions of the Contract.
- Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the OEM as per applicable law.
- The 'Assured Fleet' calculation methodology should exclude the duration of 'Scheduled Bus maintenance' by the OEM and the OEM is required to furnish their Maintenance Schedule, specifying both the Kilometers interval for maintenance and the respective duration (Hours) of maintenance.

18.3 The OEM shall not claim any interest on any overdue/ or unadjudicated payments under the contract.

18.4 Where there is a statutory requirement for tax deduction at source, such deduction towards Income Tax and other taxes as applicable will be made from the invoices payable to the OEM at rates as notified from time to time.

## **19. AMENDMENTS**

The TIA, without prejudice, can make amendments, and/ or modifications in the Contract in writing subject to prior discussions and consent of the OEM for proposed amendments in the contract.

## **20. SAILIENT TERMS & CONDITIONS OF COMPREHENSIVE AMC**

- 20.1 The Vehicle Manufacturers (VM) cum OEM directly and also through their authorized network meeting eligibility requirement shall be required to submit their comprehensive AMC offer for maintenance of buses up to 15,00,000 Kilometers tentatively in 10 years operation for complete bus system taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, fire as well as accidental repairs (mechanical & body), tyre cut/ damage, broken lights and routine mechanical/ body repairs etc. inclusive of labour cost to ensure 98% for first 3 years and 95% rest of the contract period. The comprehensive AMC offer shall also be inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems, and all value added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (GPS Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS) as per IS: 16490, Feeding of Routes & Bus stops, scrolling messages as per the requirement of the Depots in Odia & English for manually as well as through GPS with Voice Announcement System, Heating Ventilation and Air Conditioning (HVAC) System etc. The OEM shall be responsible for carrying out repairs/ maintenance/ servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ sub-assemblies etc.) Upto 15,00,000 Kilometers. The OEM shall be required to carry out all accidental repairs of buses under comprehensive AMC whether attributable to the OEM or to the TIA or due to natural calamities.
- 20.2 The OEM shall also undertake the replacement of worn out or damaged bus parts like Marine Boards, Door Rubbers, Handholds, Window Catchers, Fire Extinguisher Boxes, Roof Hatch, Hammers, Amplifiers etc. of the buses during AMC Period against invoice payment from TIA as per actual.
- 20.3 The OEM shall be required to maintain/ replace all graphics/ Registration Numbers both interior & exterior of the buses including additional graphics as required/ on account of any Government Notifications during AMC Period against invoice payment from TIA as per actual.
- 20.4 The OEM shall be required to engage adequate skilled and trained technical & other manpower for proper maintenance & presentability of buses during the AMC Period. The buses are expected to be operated daily in one or more shifts. Depot-wise 98% for first 3 years and 95% rest of the contract period availability of the buses shall be calculated using shift wise availability of each Bus on monthly bases. A bus made available for operation out shedding as per Depot out-shedding schedule as per timing shall be considered. Similarly, a bus made available for operation out shedding as per Depot out-shedding schedule as per timing shall be considered. However, the buses have to be made available by the OEM for use by the TIA for operation shall be as per Depot Schedules for the buses and the TIA reserves his right to alter the schedule time of the buses. It implies that the OEM shall make available each Bus should be available for 98% for first 3 years and 95% rest of the contract period of shifts taken on monthly basis. If the bus fails to go on scheduled duty because of some maintenance/ mechanical defects/ breakdown but leaves the depot after Depo schedule bus timing i.e., late, it will not be considered available for that shift. Besides, if the bus breaks down enroute after leaving the depot on shift duty and could not complete the scheduled Kilometers, a pre-estimated damage shall be recovered amount equal to missed kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the TIA . The OEM can also inspect the records if he desires. The Fleet Status Report after everyday operation shedding shall be provided by the OEM.

The assured Fleet availability is calculating on the monthly basis of aggregate fleet basis rather than on a depot-specific basis.

Further, the OEM will not be liable for any pre-estimated damages in accordance with Clause 20.10 in such cases, inter alia, for non-availability of buses due to bus made available but not out-shedded as per requirement of the TIA or due to nonavailability of drivers/conductors/ late out shedding due to late reporting of drivers/ conductors of the TIA or for any other reason for which the OEM is not liable/ responsible.

20.5 Each bus shall be under warranty for a period of three years or 2,00,000 Kilometers operation whichever is earlier. While quoting AMC charges, the OEM is required to exclude the cost towards servicing/ spares parts/ consumables/ labour etc. included under Warranty period.

20.6 The buses must be regularly attended to at TIA Depots, and minor repairs should be promptly conducted to minimize any potential downtime. The OEM shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum attending time/ removal of breakdown bus shall be 4 hours within District HQs or in immediate vicinity of District HQs (i.e., time required for OEM's maintenance engineers to report to the site and attending the breakdown after a request call/email is made). Any delay beyond 4 Hrs will attract additional Pre-estimated damage of per day average revenue value. The OEM shall be required to maintain a minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam. During AMC Period, the OEM shall be required to deploy well-trained Engineers/ Technicians/ trained staff/ manpower etc. to attend to the maintenance/ repairs and servicing of bus(es) and for quality assurance/ control/ checking/ preventive maintenance/ record-keeping etc. prior to the scheduled departure of each bus.

Such bus will not be considered as not available or late out shedded if the OEM rectifies the complaint within that reasonable time period and makes it available for out shedding, be it beyond the Bus schedule timing. The charges for towing the bus will be the scope of the TIA.

20.7 All supplies of spares for above AMC will be arranged by OEM by using his own resources including imports. All spares supplied will be of manufacturer's brands or brands as indicated by the OEM in the bid and/ or in the Contract. The alternate brand meeting the contract specifications may be allowed with prior intimation to the TIA subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.

20.8 The TIA will furnish the OEM with existing maintenance facilities at the Depot, including the status of upstream water and electricity supply, on an "as is, where is" basis.

20.9 The OEM is required to create maintenance facilities at OSRTC's Depots within three months from the date of issue of Letter of Acceptance (LOA). No pre-estimated damages towards non-availability of 98% for first 3 years and 95% rest of the contract period of buses shall be levied on the OEM in case where Bus maintenance facilities are not there, for next four months due to any delay in creation of facilities of Service Pits & Rooms to the OEM besides Effluent Treatment Plant, Tower Lights, Water Softening Plant i.e., no pre-estimated damages for 7 (3 + 4) months from the date of issue of LOA.

20.10 TIA shall be required to bear the expenditure towards cost of Electricity, Water as made available on chargeable basis and such other charges which he has to incur to provide the AMC services.

- 20.11 The TIA will allow the OEM to use available workshop facilities of the concerned depots only for the purpose of maintenance/ repair work of the TIA 's buses. The OEM shall ensure the use of these workshop facilities properly and maintenance/ repair of the same will be the responsibility of the OEM.
- 20.12 Necessary construction work for all the workshop activities like installation of Plants & Machinery, storage of material & tools, washing facility etc. required for repair & maintenance work will be arranged by the TIA at his cost. The OEM will be responsible to make his own arrangement for Equipment, Tools, Jigs & Fixtures, required for proper maintenance of buses.
- 20.13 The OEM will be responsible for overall housekeeping of the OEM workshop area which includes cleaning, drainage, clearing garbage disposal etc. to keep the OEM workshop area in tidy and hygienic condition.
- 20.14 The OEM will ensure that minor repairs are conducted within a day without disrupting the bus schedule. The repairs of routine nature/ inspection of the buses shall be undertaken at TIA 's depot(s). The OEM shall be solely responsible for major repairs such as overhauling of assemblies/ sub-assemblies, systems/ sub-systems, retreading & repairing of tyres, accidental bus repairs etc. No extra cost shall be paid by the TIA for towing of breakdown/ accidental buses from breakdown/ accident place to the workshops for repairs.
- 20.15 Payment for AMC will be made on monthly basis. After every month, the OEM will submit the bills and the TIA will arrange the payment within 7 working days of receipt of bills complete in all respect with the required supporting documents including proof of deposit of PF & ESI etc. with the authorities subject to recoveries. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the OEM as per applicable law. The pre-estimated damages towards failure to make available 98% for first 3 years and 95% rest of the contract period buses for operation shall be recoverable on monthly basis as per Terms and Conditions of the Contract. The pre-estimated damages will be calculated monthly basis depending on the starting date of operation of the Depot. Initially first period for calculation of pre-estimated damages shall not be less than three months or more than nine months.
- 20.16 The OEM shall attend to accidental repairs of buses attributable to the driver of the TIA in the shortest possible time at the TIA 's cost in order to make available these buses fit/ roadworthy for operation for convenience of the commuters. The OEM shall be required to maintain a time register.
- 20.17 For Accidental Bus Repairs, both TIA and the OEM are obligated to collaboratively create and sign an Accident Intimation Report (AIR) in accordance with TIA's guidelines and the stipulated price.
- 20.18 OEM will commence the repair process only upon receipt of the signed AIR and approval of the cost estimate from OSRTC. Following the conclusion of accident repairs, OSRTC will issue a satisfactory certificate. The repairs on account of minor scratches, dents & paint touching shall be done by the OEM against payment by TIA as per actual. The payment towards the accident repair shall be made by OSRTC within 30 days of receipt of the bill. Whenever any deduction will be made by OSRTC from the final invoice of the accidental repair bill, a proper show cause notice clearly reflecting the deductions will be issued to OEM before making final deductions. However, in case of tyre damage due to negligence on the part of OSRTC driver the payment of damage tyre will be made as per OSRTC format.
- 20.19 The cost of chargeable spare parts will adhere to the approved price list, and labour charges will align with the Government's notified minimum wages rates for skilled staff in Bhubaneswar, subject to revision in accordance with government notifications on minimum wages.
- 20.20 OSRTC shall give the approval to cost estimate within the period as mentioned below:

SI No	Cost Estimate	Time for submitting Cost Estimate by OEM	Approval for Accident Intimation Report (AIR) BY OSRTC
1	Repairs upto 75,000/-	01 day from the date of AIR	Within two days from the cost estimate
2	Repairs Upto 75,000/- to 5,00,000/-	03 day from the date of AIR	Within seven days from the cost estimate
3	Repairs above 5,00,000/-	05 day from the date of AIR	Within fifteen days from the cost estimate

**Note:** In case, there is an inordinate delay beyond 15 days in approval by OSRTC, the OEM shall not be responsible to carry out the repair. However, if OSRTC raises a fresh request for repair, the OEM shall undertake a fresh inspection and submit a revised cost estimate which will be valid only for another 15 days. The OEM shall not be responsible for any loss to OSRTC occasioned by the delay in giving the approval.

20.21 In case OEM does not perform the AMC Contract satisfactorily, TIA may terminate the Contract and forfeit the performance guarantee with giving 30 days of written notice.

20.22 The TIA shall be responsible for taking Motor Vehicle Inspection (MVI)/ Fitness Certificate, Pollution Under Control Certificate and such other statutory certificates as required from time to time at his own cost during the entire AMC period.

20.23 The OEM shall be responsible to prepare/ make the bus fit for inspection & obtaining statutory certificates from the statutory authorities.

20.24 The OEM shall be responsible to comply with all the laws as applicable in respect of AMC services from time to time during the period of Annual Maintenance Contract such as Employees State Insurance/ Labour/ Provident Fund and/ or any other statutory requirements applicable for the OEM's personnel. The TIA can ask the OEM to submit proof of making statutory payments as per the aforesaid laws. Failure on the part of OEM to furnish the same may result in making deductions as necessary from the pending payments towards meeting the cost of outstanding statutory payments. Further, the OEM will keep the TIA indemnified against the payment of any statutory dues which are the sole responsibility of the OEM.

20.25 The calculation of kilometrage for the purpose of AMC charges and otherwise shall be as shown by the odometer / speedometer of the bus. In event of any doubt in respect of kilometres of a route and road conditions, the representatives of the OEM & the TIA may carry out joint survey of the route for verification vis-a-vis actual route Kms. and for the conditions of the road. The verified route Kms as per the joint survey report shall be made applicable by TIA from the date of survey without any retrospective claim.

20.26 **SUBCONTRACTING OF THE AMC SHALL NOT BE PERMISSIBLE.** This means that the OEM shall not sub-let the Contract to any other firm/ entity. However, execution of Contract through its authorized network/ service providers will be permitted subject to the conditions that the OEM shall be solely and fully responsible for the AMC of the buses during the Contract period.

20.27 All the unserviceable/ defective parts/ items/ used lubricants etc. replaced by the OEM from the Buses shall be the property of the OEM.



- 20.28 The TIA shall take adequate insurance cover for the buses during AMC period, in custody of the OEM for maintenance which shall include 'buses under repair' parked in depots, to indemnify the TIA from any loss/ damages caused to the bus including on account of fire. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/ maintenance workshop, shall be borne by the OEM except and to the extent, it is indemnified or realized from the Insurance Policy of the TIA, if any
- 20.29 The TIA reserves the right to cancel the Annual Maintenance Contract at any time during the currency of the Contract after giving **three months prior notice** to the OEM. In such case, the OEM shall have no claim on the TIA and remove his manpower and all machines/ equipment from the site and vacate the site within three months of receipt of such notice of cancellation of the AMC.
- 20.30 While the AMC requirement in the above clauses has been stated for the operation and shift of the buses.
- 20.31 The OEM will be responsible for meeting the cost and consequences, whether civil or/ and criminal, of any Challan/ fine/ prosecution etc. owing to any act or negligence on the part of the OEM under the Contract.
- 20.32 Adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the OEM under the Contract. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be a defence on the part of the OEM for not fulfilling his Contractual obligations as per the Contract.
- 20.33 The TIA reserves his right to install value added services such as phone/ entertainment and information equipment etc. and other gadgets/ equipment such as Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The OEM will not claim any share in the revenue, which may accrue to the TIA due to the aforementioned services/ equipment/ gadgets. The OEM will also not increase or hike the AMC charges under the contract because of the above. Nor should the quality/parameters of the AMC services provided by the OEM get impaired due to such installations/ equipment. Any failure/loss/breakage of such equipment will be the scope of purchaser.
- 20.34 The TIA will carry out inspection & maintain bus-wise record of maintenance & repair work done by the OEM, as per the standard/ norms of Vehicle and the OEM shall be required to co-operate in providing all the details pertaining to spare parts consumed in repairs & preventive maintenance and any maintenance activities carried out etc. The OEM shall also be required to provide details about the technical manpower and miscellaneous manpower deployed for maintenance of buses to the TIA.
- 20.35 The depot authorities may inspect the buses of the depot at any time along with the representative of the OEM jointly for condition of bus body, assemblies/ subassemblies, systems/ sub-systems, spares and other accessories. If any of these are found damaged/ tampered/ lost/ missing/ theft, the concerned staff of the TIA 's Depot/ OEM shall be responsible for the said loss and the amount of loss will be recovered from the defaulter.
- 20.36 The OEM shall be responsible for damages due to manoeuvring of buses inside the Depot by the employees of OEM i.e., Driver/ Staff for repairs/ maintenance and the cost of damages shall be borne by the OEM.
- 20.37 The TIA reserves the right to increase/ decrease the number of schedules sanctioned as well as inter-unit transfer buses as and when required. However, the OEM shall be required to make 98% for first 3 years and 95% rest of the contract period availability of buses to the TIA. However, the TIA may utilize these buses as per the requirements.

## **Integrity Pact**

**THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT (IP) TO IMPLEMENT THE PROJECT OF PURCHASE OF 100 NOS. DIESEL BS-VI HI-COMF, HI-TECH & SLEEPER BUSES UNDER WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) UNDER ODISHA STATE ROAD TRANSPORT CORPORATION,(OSRTC) AND AGREE AS FOLLOWS:**

### **1. Scope**

**1.1** The Integrity Pact, in respect of the Agreement, would be operative from the stage of initiation of bids till the final completion of the Agreement. Any non-compliance of the same would entail penalty/ disqualification and exclusion from future business dealings as specified in the Agreement, Integrity Pact and other financial rules/ guidelines as may be applicable to the organization concerned.

**1.2** IP would be implemented through a panel of Independent External Monitors (IEMs), appointed by the organization. The IEM would review independently and objectively whether and to what extent parties have complied with their obligations under the Pact.

### **2 Independent External Monitor (IEM)**

**2.1** OSRTC has appointed Independent External Monitor (IEM) for this Integrity Pact in accordance with the norms of Central Vigilance Commission (CVC). Names and Addresses of the IEM are given below:

**Name:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**2.2** The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.

**2.3** The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.

**2.4** Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of OSRTC and the OEM upon request and demonstration of a valid interest by the IEMs. The same is also applicable to sub-OEMs of the OEM. The IEMs shall be under contractual obligation to treat the information and documents of all the parties with confidentiality.

**2.5** In case of non-compliance of the provisions of the Integrity Pact, any complaint/ non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of OSRTC appointed by the General Manager (Admn.). The Nodal Officer, after verification of the complaint, shall refer the complaint/ non-compliance so received by him to the aforesaid IEM. Alternatively, as soon as the IEM notices a violation of this Pact or has reason to believe that a violation has occurred, or has received a complaint, he will so inform the General Manager (Admn.) of OSRTC in the first instance.

**2.6** The IEM would then examine all complaints, other than anonymous/ pseudonymous complaints, received by them and give their written report to the CMD of OSRTC within 6 weeks from the date of reference or intimation to him by OSRTC (TIA /TIA) / OEM and, should the occasion arise, submit proposals for correcting problematic situations.

**2.7** A summary of procurement/ agreement awarded, which are covered under the Integrity Pact shall be compulsorily shared with the IEMs on quarterly basis. During the meeting. Based on the specific requirement of the organizations and the no. of tenders floated, the meetings may be held on monthly or bi-monthly basis, instead of quarterly periodicity.

### **3 Roles and Duties of IEMs**

**3.1** The IEMs would be provided access to all documents/ records pertaining to the Agreement for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed.

**3.2** It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organization on a half yearly basis to discuss/ review the information on tenders awarded during the preceding six months' period. Additional sittings, however, can be held as per requirement.

**3.3** The IEMs would examine all complaints received by them and give their recommendations/views to the Chief Executive of the organization, at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs are expected to tender their advice on the complaints within 30 days.

**3.4** For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

**3.5** IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be investigated by the CVO of the concerned Organization.

**3.6** The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEM would not be legally binding, and it is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

**3.7** Issues like warranty/guarantee etc. should be outside the purview of IEMs.

**3.8** All IEMs should sign non-disclosure agreements with the organization in which they are appointed. They would also be required to sign a declaration of absence of conflict of interest.

**3.9** A person acting as an IEM shall not be debarred from taking up other assignments such as consultancy with other organizations or agencies subject to his declaring that his/ her additional assignment does not involve any conflict of interest with existing assignment. In case of any conflict of interest arising at a later date from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse himself/ herself from that case.

**3.10** All organizations may provide secretarial assistance to IEMs for rendering his/her job as IEM.

**3.11** In case of any misconduct by an IEM, the General Manager (Admn.) / CEO should bring it to the notice of the Commission detailing the specific misconduct for appropriate action at the Commission's end.



**3.12** The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual if a complaint is received by him/her or directed to him/her by the Commission.

**3.13** All the deliberations during the IEMs' meetings should be minute and in the next meeting, the IEMs should confirm the recorded minutes of the previous meeting.

#### **4 Commitment of Authority**

**4.1** No official of the Authority, connected directly or indirectly with the Agreement, will demand, take a promise for, or accept, directly or through intermediaries, any bribe, any benefit or any other advantage from the OEM, either for themselves or for any person, organization or third party related to the Agreement in exchange for an advantage during execution of the Agreement.

**4.2** In case any misconduct on the part of any official(s) of the Authority is reported by the OEM to the General Manager (Admn.) of OSRTC with full and verifiable facts and the same is prima facie found to be correct by the General Manager (Admn.) of OSRTC, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by the Authority and such a person shall be removed from further dealings related to the subject contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of execution of the Agreement etc. under the contract shall not be stalled.

#### **5 Commitment of OEM**

**5.1** The OEM commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre-contract, contract, or post-contract stage. The OEM undertakes to abide by the measures given in the following paragraphs.

**5.2** The OEM will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of OSRTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the Agreement.

**5.3** The OEM has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of OSRTC or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Agreement.

**5.4** The OEM will disclose the name and address of its agents and representatives, if any, in India and/or abroad.

**5.5** The OEM will disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ Agreement.

**5.6** The OEM further confirms and declares that it has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to OSRTC or any of its functionaries, whether officially or unofficially, award of the Agreement to the OEM, not has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 5.7** The OEM will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the Agreement.
- 5.8** The OEM will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 5.9** The OEM will not use for purposes of competition or personal gain, or pass on to others, any information provided by OSRTC as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 5.10** The OEM commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the OEM submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 7 of this Pact.
- 5.11** The OEM will not instigate or cause any third person to commit any of the actions mentioned above.
- 5.12** If the OEM or any employee of the OEM or any person acting on behalf of the OEM, either directly or indirectly, is a relative of any of the officers of OSRTC, or alternatively, if any relative of an officer of OSRTC has financial interest/ stake in the OEM's firm, the same will be disclosed by the OEM at the time of signing this Pact. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 5.13** The OEM will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of OSRTC.
- 5.14** All disclosures required under this Pact shall be included as Annexures/ Appendices thereto as an integral part of this Pact.
- 5.15** If the OEM is a partnership or a consortium, the Integrity Pact will be signed by all partners or consortium members.
- 5.16** In the case of sub-contracting the principal OEM (i.e., the OEM) shall take the responsibility of the adoption of the Integrity Pact by the sub-OEMs. It is to be ensured that all sub-OEMs also sign the Integrity Pact.
- 5.17** OEM shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## **6 Previous Transgression**

- 6.1** The OEM declares that no previous transgression has occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify OEM's exclusion from the tender process.
- 6.2** The OEM agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the tender process or the contract and if already awarded, can be liable to attract sanctions under this Pact.

## **7 Sanction for Violations**

- 7.1** Any breach of the provisions of this Pact by the OEM or anyone employed by it or acting on its behalf (whether with or without the knowledge of the OEM) shall entitle OSRTC to take all or any one of the following actions, wherever required:

**7.1.1** To disqualify the OEM in pre-award stage without assigning any reason and without any compensation to the OEM. However, the proceedings with other BIDDER(s) would continue.

**7.1.2** To take such actions/ steps as per provisions made in the Agreement, if contract already signed, without giving any compensation to the OEM.

**7.1.3** To debar the OEM from participating in future bidding processes as per OSRTC policy on "Suspension/ Banning of Business Dealings with Agencies".

**7.2** OSRTC will also be entitled to take all or any of the actions mentioned under this Para 7 in the event of commission by the OEM, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code: 1860, or Prevention of Corruption Act. 1988, or any other statute enacted for prevention of corruption.

**7.3** The decision of OSRTC to the effect that a breach of any provision of this Pact has been committed by the OEM shall be final and conclusive on the OEM.

**7.4** The OEM shall be liable to pay compensation for any loss or damage to OSRTC in the event of any action under Para 7 and OSRTC shall be entitled to deduct the amount so payable from the money(s) due to the OEM.

## **8 Fall Clause**

**8.1** In case of supply tenders, the OEM undertakes that it has not supplied/ is not supplying stores of identical description at a price lower than that offered in the present bid to any other Customer/ Ministry/ Department of the Government of India/ Department of any State Government/ PSU. If it is found at any stage that similar stores of identical description was supplied by the OEM to any other Customer/ Ministry/ Department of the Government of India/ Department of any State Government/ PSU at a lower price during the currency of the contract, then that very price, with due allowance for elapsed time and applicable contract condition, will be applicable to the present case, and if the contract has already been concluded, the difference in the cost would be refunded by the OEM to OSRTC.

## **9 Law and Place of Jurisdiction**

**9.1** The Integrity Pact shall be applicable to all tenders invited and finalized in India. This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be Bhubaneswar.

**9.2** The Courts of Bhubaneswar alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Integrity Pact.

## **10 Other Legal Actions**

**10.1** The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **11 Validity**

**11.1** The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both MRVC and the BIDDER including Defect Liability/ Warranty period.

**11.2** Should any provision of this Pact turn out to be invalid, the remaining parts of this Pact shall remain unaffected which shall be honored and implemented by the Parties in its intent and spirit.

## **12 Review System**

- 12.1** All organizations implementing the Integrity Pact would undertake a periodical review and assessment of implementation of the Integrity Pact and submit progress reports to the Commission. CVOs of all organizations would keep the Commission posted with the implementation status through their annual reports and special reports, wherever necessary.
- 12.2** All organizations are called upon to make sincere and sustained efforts to imbibe the spirit and principles of the Integrity Pact and carry it to its effective implementation.

**Annexure – PA II: OSRTC Satisfaction Report for Accident Repair Job**

.....Depot

Date.....

The accident repair job for the following bus has been completed to OSRTC's satisfaction. All the defects have been removed and the bus can therefore be put into service again.

- Accident Intimation Report Serial No.: .....
- Vehicle Registration No.: .....
- Vehicle Chassis No.: .....
- Estimate Job Card No. & Date: .....
- Date of Completion of Repair Job: .....

SIGNED, SEALED AND DELIVERED

For and on behalf of **OEM**

SIGNED, SEALED AND DELIVERED

For and on behalf of **OSRTC**

**Annexure – PA I Format for Integrity Pact.**

(On Bidder's letterhead)

To

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

Ref: **“Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses, AC Deluxe Buses & Sleeper under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC)”**

Sir,

M/s..... (Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we accept all the provisions of INTEGRITY PACT for Purchase of 100 nos. Diesel BS-VI Hi-Comf, Hi-Tech & Sleeper Buses under with Comprehensive Annual Maintenance Contract (AMC) under Odisha State Road Transport Corporation,(OSRTC).

Name of the bidder

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

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

**Annexure – PA II Format of Bank Guarantee for Performance Security**

**To**

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

RFP No. .... Date .....

This Deed of Guarantee made this day of -----2024 ----- between Bank of (hereinafter called the “Bank”) on the one part, and \* ----- (hereinafter called “the Authority”) of the other part.

Whereas Authority has awarded the Contract for (Description of Item). (hereinafter called the Contract) to: -----(Name of Bidder) (hereinafter called the Bidder). AND WHEREAS the Selected Bidder is bound by the said Contract to submit to Authority a Performance Security for a total amount of Rs. ----- (Amount in Figures and words). NOW, WE THE UNDERSIGNED -----(Name of Bank) ----- do hereby unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. ----- (Rupees ----- only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Selected Bidder. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority any money so demanded notwithstanding any dispute raised by the Bidder in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.

We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said agreement.

This Guarantee is valid for a period of -----(Duration in days (months) in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least days/months longer than the anticipated expiry date of the Bus Selected Bidder Agreement (as the case may be) as stated in the ‘RFP / Agreement’. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.

At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the selected bidder or if the Selected Bidder fails to complete the works within the

time of completion as stated in the CAMC Agreement, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Selected Bidder.

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Selected Bidder.

The neglect or forbearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment hereof shall in no way relieve the Bank of their liability under this deed.

We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to ----- and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Selected Bidder of its obligations under the Contract and/or as demanded by the Authority.

The expressions "the Authority", "the Bank" and "the Selected Bidder." hereinbefore used shall include their respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of 20 ----- being herewith duly authorized.

For and on behalf of the -----Bank

Signature of authorized Bank official

Name : -----

Designation : -----

Stamp/Seal of the Bank : -----

Signed, sealed and delivered For

and on behalf of the Bank

by the above named -----

in the presence of : ----

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address