



Odisha State Road Transport Corporation

Request for Proposal (RFP)

for

Washing and Cleaning Agency

[RFP No 345 Date: 19/02/2024]

Issued By

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

Contents

Disclaimer.....	4
1. Invitation for Proposal.....	5
2. Schedule Bidding Process	5
3. Introduction	5
3.1 Background:.....	5
3.2 Pre-Bid Response:.....	6
4. Instructions to Bidder.....	6
4.1 General Terms of Bidding:	6
4.2 Acknowledgement by Bidder:.....	8
4.3 Cost of Bidding:.....	8
4.4 Verification and Disqualification:	9
4.5 Amendment of RFP :.....	9
4.6 Proprietary data:.....	9
4.7 Language, Format and Signing of Bid:.....	10
4.8 Validity of Bid:	12
4.9 Confidentiality:.....	12
4.10 Correspondence with Bidder:.....	12
4.11 Earnest Money Deposit (EMD):.....	12
5. Eligibility Criteria.....	13
6. Evaluation of Bids.....	15
6.1 Bid Evaluation Committee	15
6.2 Overall Evaluation Process	15
6.3 Selection Procedure:.....	16
6.4 Evaluation of Financial Bid:.....	16
6.5 Selection of Bidder:	16
6.6 Contacts during Bid Evaluation:	17
6.7 Signing of Contract:.....	17
6.8 Failure to agree with the Terms & Conditions of this RFP :.....	17
6.9 Performance Bank Guarantee:.....	17
6.10 Execution of Agreement:	18
6.11 Commencement of Agreement:	18
6.12 Proprietary Data:	18
7. Scope of the Project.....	19
7.1 Payment:.....	21
7.2 Payment Terms:.....	21
8. Service Level Benchmark.....	22
9. Penalty	22
10. Force Majeure:	23
11. Arbitration.....	23
Annexure I: Covering Letter (On the Letterhead of the applicant)	27
Annexure II: Request for Clarification	29
Annexure III: Eligibility Criteria.....	30
Annexure IV: Details of Bidder	32
Annexure V: Power of Attorney (On stamp Paper).....	33
Annexure VI: Non-Blacklisting declaration	35
Annexure VII: Self-declaration for Non-Performance	36

Annexure VIII: Technical capacity of the Bidder37
Annexure IX: Financial capacity of the bidder38
Annexure X: Format for Financial Proposal.....39

Disclaimer

The information contained in this 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 RFP 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 RFPs 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 “**RFP for Bus Washing and Cleaning Agency**”. Agencies are advised to study this document carefully before submitting their proposals in response to the 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 RFP / bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91-9937567240, Email: pmc@osrtc.org**

- i. Select procedure shall be adopted as stipulated in this RFP .
- ii. Bidder(s) (authorized signatory) shall submit their offer for Eligibility Criteria and financial proposal. RFP processing fees and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bid document.
- iii. Bidders/Agencies are requested to submit the complete RFP response proposal, processing fee, well advance in time to avoid any other unforeseen problems.

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	19/02/2024
2	Uploading of RFP document in OSRTC website	19/02/2024
3	Last date & time for Submission of Queries / Clarification	21/02/2024
4	Response to Queries / Clarification	22/02/2024
5	Last date for Bid Submission	26/02/2024 (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	26/02/2024 (04:00 PM)
8	Date and time for opening of financial bids	-To be intimated-

3. Introduction

3.1 Background:

Odisha State Road Transport Corporation (OSRTC) desires to engage a credible professional agency to manage the event, the event is expected to be a brand building event for the corporation and creating awareness about various Govt. funded schemes as well as operational services of OSRTC. In this context, RFP is invited from credible professional Agencies. For this purpose, scope of work to be taken care of by the agency has been broadly spelt out subsequently.

The agency must have in-house support team facility. All other requirements such as manpower, tools, creative content, etc. will have to be met by the firm. Agency must have expertise in these works. The entire data will also be stored / archived, and the firm has the responsibility to provide it to OSRTC, as and when required. The agency maintains the backup, storage and recovery mechanism.

Brief Description of Bidding Process:

The TIA has adopted a two Stage Bidding Process (collectively referred to as the "Bidding Process") for Selection of the Bidder for award of the Project. The Select process involves 3 envelope Selection procedures, Pre-Qualification & Technical Qualification in accordance with the provisions of this RFP for Selection for a period of (3) Three Years.

The Bidder shall pay to the TIA a non-refundable sum of **INR 10,000/-** (Rupees Ten Thousand only) + GST (18%), as 'Bid Processing Fee'.

1. The details of the Bid submission are mentioned in this RFP .
2. The validity of Bid shall be as specified in this RFP .
3. In terms of the RFP , a Bidder will be required to deposit, along with the Bid, RFP Processing Fee as specified in this RFP & Earnest Money Deposit (EMD) in accordance with this RFP.

3.2 Pre-Bid Response:

- Bidder requiring any clarification on the RFP may send in their queries to pmc@osrtc.org on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably .doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website www.osrtc.in
- OSRTC shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, OSRTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing should be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.
- OSRTC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by OSRTC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.
- In case of any clarification/ queries, the person to be contacted is as under:

The General Manager (Admin.)

**Odisha State Road Transport Corporation,
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 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 RFP it and appropriate the Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.
 - For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.
 - Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
 - Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;

or

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

- i. RFP 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: Eligibility 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 the Bidder
- x. Annexure IX: Financial capacity of the bidder

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

- i. Annexure X: Format for Financial Proposal
- The Bidder shall submit Eligibility Criteria 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.**
 - Eligibility Criteria and Financial Bid, RFP 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: “**RFP for Bus Washing and Cleaning Agency**” and shall clearly indicate the RFP 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 Eligibility Criteria and Financial Bid in the format specified in Annexures and in accordance with this RFP . The Bidder shall submit the hard copy of Eligibility Criteria and Financial Bid, RFP Processing fees and EMD in a sealed envelope.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- Further, Bidder are required to submit all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.
- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the RFP .
- Bids should be submitted before 3:00 PM on the Due Date as specified in the RFP . The cover **Envelope III** containing the following documents shall be submitted at the address provided in the manner and form as detailed in this RFP within the due date and time as specified in the RFP .
 - i. Select fee as per Tender Document Fees & EMD along with eligibility criteria (**Envelope I**), signed copy of the RFP ,
 - ii. Financial Proposal (**Envelope II**)
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/ Corrigendum.
- 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) & RFP processing fee shall be rejected by OSRTC as non-responsive.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled or closed by OSRTC. Bidder may, by specific instructions in writing to OSRTC, give the details for name and address of the person in whose favor the said demand

draft shall be drawn up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.

- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to for RFP it and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP , shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

4.8 Validity of Bid:

- Bids shall remain valid for a period of **180 (one 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 5,00,000/-** (Rupees Five Lakhs) in shape of Banker's cheque / demand draft/ Bank Guarantee 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) & RFP processing fee shall be rejected by OSRTC as non-responsive*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. Bidder may, by specific instructions in writing to OSRTC, give the

details for name and address of the person in whose favor the said demand draft shall be drawn up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.

- The successful Bidder’s Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit it and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP , shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- The Earnest Money Deposit (EMD) shall be forfeit 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. Eligibility Criteria

Sl. No.	Basic Requirement	Specific Requirement	Documents required
1	Document fees	Select 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
2	EMD	EMD in shape of Banker’s Cheque / Demand Draft/Bank Guarantee to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.	Demand Draft /Bank Guarantee

Sl. No.	Basic Requirement	Specific Requirement	Documents required
3	Legal Entity	The Bidder should be a company registered as a Company/Agency/ Firm/ Proprietorship LLP under Companies Act, 1956/2013.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate.
4	Annual Turnover	Minimum Average Turnover of the organization must be INR 50 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-V
6	Relevant Experience	The bidder shall have an experience in Automatic vehicle washing/Passenger vehicle service & maintenance or allied experience in last 5 years.	Document Required - Work order/ LoA/ Work completion certificate.
7	Relevant Certification	The bidder shall have OEM Certification about vehicle washing.	OEM Certification
8	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. (Annexure-IX)
9	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	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under (Annexure-X) in letterhead.

Sl. No.	Basic Requirement	Specific Requirement	Documents required
		had any contract terminated any public entity for breach by such Bidder.	

6. Evaluation of Bids

6.1 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 (Eligibility Criteria) 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 retains the authority to award a work order to one or multiple bidders at the L1 based Selection without the obligation to provide explicit reasons for such a decision.
- The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

6.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Eligibility Criteria mentioned in this RFP .
- Only those bidders who meet the Eligibility Criteria shall be considered for further evaluation of the Technical Proposal.
- To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the 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.

6.3 Selection Procedure:

Only the bidders fulfilling the Eligibility Criteria are allowed to further evaluation of their technical bid in this RFP . Envelope II marked “Financial Bid” shall be kept sealed for opening as per date mentioned in this RFP .

6.4 Evaluation of Financial Bid:

The bidder should necessarily give the financial details in the **Annexure X: 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 technical proposal should not contain any financial information, if found same shall be considered as rejected.

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

6.5 Selection of Bidder:

- **The Least Cost Based Selection (LCBS)** Method will be followed during the overall selection process. Only the bidders fulfilling the Eligibility 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.
- 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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 Validity of Performance Bank Guarantee Should remain valid for a period of 60 (Sixty Days) beyond the date of completion of all contractual obligation (Contract Period).
- The Performance Bank Guarantee can be released or returned by the RFP Inviting Authority (TIA) once they are convinced that the successful bidder has duly fulfilled their obligations throughout the one-year project duration. Additionally, this period may be extended for another year based on the satisfaction of work and project requirements. However, no interest shall be payable on the Performance Bank Guarantee.
- OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeit of all amounts including interest free Performance Bank Guarantee in favor of TIA.

6.10 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.

6.11 Commencement of Agreement:

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

6.12 Proprietary Data:

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

7. Scope of the Project

The primary objective is to deliver an all-encompassing solution catering to the routine daily wash, weekly intermediate cleaning, and monthly deep cleaning requirements of passenger buses. A Indicative list is attached at PA-I.

Locations:

1. Puri
2. Bhubaneswar
3. Jeypore

Note: The Authority may Increase or decrease Washing station Locations

- Bus should be fully cleaned from inside as well as outside.
- Floor should be washed and cleaned using dry/wet vacuum cleaner.
- Window glass and wind screen glass should be washed using detergent and it should be stain-free after cleaning.
- Passenger seat and back should be cleaned and dried using compressed air in such a way that it should be stain free & neat.
- All type of stickers or pamphlets other than advertisement authorized by OSRTC shall be removed while washing and cleaning of the bus from outside as well as inside. Under Chassis wash should be done by JST Stream regularly.
- Floor of each Bus will be properly cleaned with High Pressure wate and detergent after every six washing of Bus. Floor shall be dried with the help of dry/wet vacuum cleaner.

Process Define

- Preparation: Buses will be positioned in the washing bays, and any loose debris or garbage inside the bus will be removed.
- Exterior Washing: Skilled technicians will use pressure washers to thoroughly clean the exterior of the bus, including the body, windows, and wheels.
- Interior Cleaning: Semi-skilled technicians will vacuum the interiors of the bus, paying special attention to seats, floors, and overhead compartments.
- Quality Inspection: Supervisors will conduct a final inspection to ensure that both exterior and interior cleaning meets our high standards.
- Final Touches: Any remaining spots or stains will be addressed, and the bus will be given a final inspection for quality assurance.
- Handover: The cleaned and inspected bus will be handed over to the customer.

Infrastructure

The facility's infrastructure will comprise two washing bays, each outfitted with two pressure washers and two vacuum cleaners. Additionally, a diverse range of manpower roles will be incorporated to

guarantee the seamless operation of the service. Staffing for each washing bay will be structured as follows:

- Pressure Washers: High-pressure washers with adjustable nozzles to effectively remove dirt, grime, and contaminants from the bus exteriors.
- Vacuum Cleaners: High-capacity vacuum cleaners will be used for interior cleaning, ensuring thorough removal of dust and debris from the bus interiors.

Two washing bays equipped with:

- 2 pressure washers and 2 vacuum cleaning stations per bay.
- Wet vacuum, industrial washing machine with dryer, and steam washer for weekly and monthly cleanings.

A. Daily Regular Wash Process:

Preparation and Inspection.

- Technicians will inspect the bus for visible dirt, debris, or damages.
- Semi-skilled technicians prepare the bus for washing by removing loose debris and trash.
- Pre-cleaning of heavily soiled areas (if necessary).

Pressure Washing

- Skilled technicians will use pressure washers to clean external surfaces, with special attention to wheels and undercarriage.

Vacuuming and Interiors Cleaning

- Semi-skilled technicians will vacuum and clean the interiors, focusing on floors, seats, and hard-to-reach areas.

Final Inspection and Quality Check

- Supervisors will ensure all areas are properly cleaned.

Handover to DM OSRTC for Operationalisation.

B. Weekly Intermediate Cleaning Process

Preparation and Inspection

- Technicians will inspect and prepare the bus for intermediate cleaning, including removing upholstery, curtains, and covers.

Pressure Washing

- Skilled technicians will pressure wash the exterior.

Seat Upholstery, Coverall, and Curtain Cleaning

- Technicians will use wet vacuum, industrial washing machine, and dryer for cleaning.

Reassembly and Final Inspection

- Reinstall cleaned items and perform a final inspection.

Drying Time

- Allow for drying time before general use.

C. Monthly Deep Cleaning Process:

Preparation and Inspection

- Technicians will inspect and prepare the bus for deep cleaning, including engine bay.

Pressure Washing and Steam Cleaning

- Skilled technicians will use pressure washers and steam cleaners for engine components.

Engine and Radiator Cleaning

- Technicians will clean engine components and radiator.

Reassembly and Final Inspection

- Reinstall cleaned items and perform a final inspection.

7.1 Payment:

Payment to the selected agency shall be done on per bus basis post submission of invoice after due validation and approval from Nodal Officer District / OSRTC by the agency.

7.2 Payment Terms:

a) The successful bidder shall be paid following fees:

SI No	Milestone	Timeline	Percentage of total payable amount
1	Bus Washing and Cleaning Agency	Within 15 days of submission of Invoice by the Agency and verify from Nodal Officer District / OSRTC by the agency.	100%

8. Service Level Benchmark

- 8.1 In case, it is observed that the Agency is not adhering to the time schedule as well as the scope for completing the assignment, OSRTC will be at liberty to levy appropriate penal charges to be recovered from the payments.
- 8.2 Service Provider has to keep in pool necessary aggregates so that automatic washing should be in service for 95% of time in the month.
- 8.3 No interruption in services shall be allowed under any circumstances. Service Provider have to make alternative arrangements of washing & cleaning of buses on own in case of disruption.
- 8.4 No bus should be found dirty before putting into service after cleaning.
- 8.5 Original service has to be resumed within 36 hours maximum.
- 8.6 Service Provider shall maintain adequate Specified manpower, Supervisor & spares at each location.
- 8.7 Service Provider has to keep operations in service for 24x7x365 days.
- 8.8 The cleaning & washing of bus should be done by Service Provider in such a way that each bus is cleaned and washed properly.
- 8.9 Service Provider will give name & mobile numbers of all Personnel Deputed.
- 8.10 Every bus of the depot/stand coming from route shall be provided and has to be washed and cleaned every day.
- 8.11 Authority has identified Service Provider to achieve above objective by out rightly hiring machine tools & manpower deployed by Service Provider for basic minimum requirement based on indicative list at PA-I and also operate & maintain bus washing for **three years** so as to fully washed and Cleaned bus provided to OSRTC at the Depot/ Bus Stands.
- 8.12 Service Provider has the responsibility to maintain all the machine tools and equipment at its own cost.
- 8.13 Service Provider will not sublet the work to anyone.

9. Penalty

- 9.1 After cleaning if bus is found dirty before putting into service, a penalty of Rs 100/ per bus shall be imposed and no payment of cleaning of bus in question shall be made. the penalty shall also be imposed for dirty buses for in case of manual washing.
- 9.2 In case of any fault in washing plant, for repairing/ making of alternate arrangement 07 days will be allowed, during this period firm has to wash and clean the buses manually, this will be mandatory. In these 07 days 25% of the quoted rates per day per bus shall be allowed, after completion of these 07 days, an additional period of 07 days shall be given by Authority and the rate shall remain 25% of the quoted rate per day per bus.
- 9.3 If after 14 days the plant is not set up right, then the contract may be cancelled.
- 9.4 In case no. of buses washed in one fortnight are between 75 to 90 percent of total out shedding then 25% penalty will be imposed.
- 9.5 In case no. of buses washed in one fortnight are between 50 to 74 percent of total out shedding then 50% penalty will be imposed.
- 9.6 In case no. of buses washed in one fortnight are below 50 percent of total out shedding then no payment will be made for that day.

9.7 Service provider has to keep in pool, all necessary aggregates especially electric motors so that automatic washing should be in service for 95% of time in the month.

10. Force Majeure:

10.1 Neither party shall be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restriction or instruction, Natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of force majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure Act.

11. Arbitration

11.1 Any and all disputes controversy or claim, arising out of this or the rights and obligations of the Authority and the Selected Agency, including but not limited to validity, interpretation, scope, effect, termination of the terms contained in this RFP , shall be settled by arbitration by a sole arbitrator to be appointed by Authority or his nominee within thirty (30) days after receipt of a request for appointment of arbitrator, which notice should contain all information regarding the dispute(s) between the parties.

11.2 The arbitration shall be conducted in accordance with the Arbitration and Conciliation at, 1996 as amended. The venue of arbitration shall be at Bhubaneswar, India and it shall be conducted in the English language.

11.3 The arbitral award shall be in writing, state the reasons for the award and be final and binding on the Authority and the Selected agency. The award may include an award for costs, including reasonable attorney's fees and disbursements.

11.4 Grievance redressal committee – To settle any dispute amicable between Stake holders a committee shall be formed headed by the Chairman-cum-Managing Director, OSRTC with following members:

- General Manager (Admin), OSRTC
- Financial Advisor-cum-Chief Account Officer, OSRTC
- Chartered Accountant, OSRTC
- Officials from legal section

PA-I (Indicative List)

SI No	Tools
1	Two Washing Bays
2	Two pressure washers
3	Two mobile solders carry vacuum cleaning stations
4	Two Vacuum cleaning dry
5	Two scrubber machines.
6	Wiper
7	Heavy duty Portable jet washing machine
8	Heavy duty vacuum cleaner
9	Heavy duty vacuum cleaner wet

SI No	Consumables
1	Soap oil
2	degreaser
3	sponge
4	glass cleaner
5	thinner
6	waste
7	All-purpose cleaner
8	Brush
9	Micro fibre cloth
10	Sponge
11	3M a scotch brite

SI No	Consumables
12	tyre polish
13	dashboard polish
14	broom
15	glass squeeze
16	soft touch pad
17	cloth
18	interior cleaning Suma mulii
19	seat cleaning brush

NB : All the resources must skilled.

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: Request for Proposal (RFP) for Bus Washing and Cleaning Agency.

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

RFP for Bus Washing and Cleaning Service Agency

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 an 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.

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: Eligibility Criteria

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
1	Document fees	Select 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	
2	EMD	EMD in shape of Banker's Cheque / Demand Draft/Bank Guarantee to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.	Demand Draft /Bank Guarantee	
3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate. 	
4	Annual Turnover	Minimum Average Turnover of the organization must be INR 50 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.	
5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-V	

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
6	Relevant Experience	The bidder shall have an experience in Automatic vehicle washing in last 5 years.	Document Required - Work order/ LoA/ Work completion certificate.	
7	Relevant Certification	The bidder shall have OEM Certification about vehicle washing.	OEM Certification	
8	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. (Annexure-IX)	
9	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under (Annexure-X) in letterhead.	

Annexure IV: Details of Bidder

SI No	Description	Status			
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				
10	Any other relevant information				

.....

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 “RFP for Bus Washing and Cleaning Agency .(“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the OSRTC and is desirous of appointing an attorney for the purpose thereof.

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

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

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

RFP for Bus Washing and Cleaning Service Agency

- 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 & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- [name & designation of the person] <hr/>[name & 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 **“Request for Proposal for Bus Washing and Cleaning Service Agency”** 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..... 2024.

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VII: Self-declaration for Non-Performance

{Company Letter head}

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

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VIII: Technical capacity of the Bidder

SI No	Nature of Work	Client / Agency	Period	Project Cost / Contract Value	Number of Work order on Cleaning Activity	Remarks
1						
2						
3						
4						

Note:

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

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	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

UDIN Number :

Annexure X: 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: Request for Proposal for Bus Washing and Cleaning Service Agency.

SI No	Description	Unit Price Per Bus
1	Daily Regular Wash (Per Bus)	
2	Weekly Intermediate Cleaning (Per Bus)	
3	Monthly Deep Cleaning (Per Bus)	
Total		

NB: The mentioned price does not include GST.

- 1) All the works detailed in the Tender Scope of Work; towards Management Services, Technical Services, Soft Service Support, Pest Control Services, Miscellaneous Deployment/Services, Sundry Expenses/Overheads, House-keeping Machineries to be deployed by the Service-provider, Technical Tools & Plants to be deployed by the Service-provider, consumable for cleaning, Plumbing and Pest control.
- 2) Service Provider shall submit correct invoices including key deliverables otherwise Ligated Damages for delay mentioned in RFP will be imposed. Penalty for deficiency in Services shall also be deducted from the bill.
- 3) The Material and Consumables should be of good quality.

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)

Duly signed by the Authorized Signatory of the Applicant

Name, Title, and Address of the Authorized Signatory