



**ODISHA STATE ROAD TRANSPORT CORPORATION,
BHUBANESWAR**

No. 9476/

Date: 07/11/2024

Request For Proposal (RFP)

The Chairman-Cum-Managing Director, Odisha State Road Transport Corporation (OSRTC), Bhubaneswar has invited a Request for Proposal (RFP) For Procurement of 100 no's Diesel BS-VI Non-Ac Standard Buses, Ac Deluxe Buses & Sleeper under Odisha State Road Transport Corporation, Bhubaneswar through the (e-Procurement) portal.

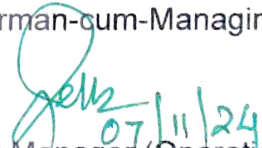
The interested firms/ agencies should upload their proposals online bids on the Tender Odisha Portal may be obtained at: <https://tendersodisha.gov.in/nicgep/app> from Dt. 07.11.2024 to Dt 28.11.2024 up to 3:00 PM and the same will be opened on Dt. 29.11.2024 at 2:00 PM at OSRTC conference hall.

For any doubt, agencies/ firms may contact 0674-2530208 or 0674-2530649 to address the issue during office hours or by email at osrtc@nic.in or osrtccorp@gmail.com.

The details of the terms & conditions are available on the website www.osrtc.in, www.osrtc.org & <https://tendersodisha.gov.in/nicgep/app>

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

By order of the Chairman-cum-Managing Director,


07/11/24
General Manager (Operations)
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 under Odisha State Road Transport Corporation, (OSRTC)

[RFP No 9476 Date: 07/11/2024]

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 people, 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.

The 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 the 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 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.org> for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (<https://tendersodisha.gov.in/nicgep/app>) subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91- 674-2530908**, Email: osrtc@nic.in / osrtccorp@gmail.com

- 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 the 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 order to avoid any other unforeseen problems.

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	07/11/2024
2	Uploading of RFP document in OSRTC website	07/11/2024
3	Pre-Bidding meeting through VC	13/11/2024
4	Last date & time for Submission of Queries / Clarification	14/11/2024
5	Response to Queries / Clarification	15/11/2024
6	Last date for e-Bid Submission	28/11/2024 (03:00 PM)
7	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
8	Date and time for opening of technical bids	29/11/2024 (02:00 PM)
9	Date and time for opening of financial bids	-To be intimated-

3. Introduction

3.1 Background:

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the “**Tender Issuing Authority**” or “**TIA**”) is engaged in bus transportation operation in 314 routes and as part of this endeavour, the TIA has decided to engage “**Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses & AC Deluxe Buses 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 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 two 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 25,000/-** (Rupees Twenty-Five Thousand only) + GST (18%), as '**Tender Processing Fee**'.
- II. The details of the Bid submission are mentioned in this RFP.
- III. The validity of the 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 **osrtc@nic.in / osrtccorp@gmail.com** on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably .doc and .xls both. OSRTC shall endeavour to respond to the queries within the period specified therein. All clarifications shall be published online on the website <https://osrtc.org/>

- 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 documents by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examinations 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 an 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 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 employees and advisors would treat the bids and support 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:

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

4.4 Verification and Disqualification:

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the right 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. 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-qualifications 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 initialized by the person(s) signing the Bid.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the RFP. Any deviations with respect to this may make their Bid liable for rejection.

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

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- ii. EMD* fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- iii. Annexure I: Covering letter.
- iv. Annexure III: Pre-Qualification Checklist and Supporting documents.
- v. Annexure IV: Details of Bidder

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

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

- i. Annexure XV: Format for Financial Proposal

- The Bidder shall submit Pre-Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP.
- Pre-Qualification proposal and Financial Bid needs to be uploaded on or before the requisite time in <https://tendersodisha.gov.in/nicgep/app>.
- 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 **before the Bid Opening Date.**

**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 upload Pre-Qualification proposal and Financial Bid.
- Further, the Bidder is required to upload all details only as per the RFP document. In the event that any of the instructions mentioned herein have been adhered to, the TIA reserves the right to reject the Bid.
- Bids submitted by Hardcopy, fax, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be uploaded on or before time and the Due Date as specified in the RFP.
- Bids should be submitted before the timeline specified in RFP 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 in 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 of the date of opening of the financial bid or when the Bidding process is cancelled or closed by OSRTC. The 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 the 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 1,00,00,000/-** (Rupees one crore 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 in 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. The 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 a 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 documentary evidence. Inability to submit requisite supporting documents/ documentary evidence may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit the bidder's client site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- The Bid Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals that entails 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 required clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- Any information contained in the Bid shall not in any way be construed as binding on OSRTC,

its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.

- OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

5.3 Pre-Qualification Proposal Criteria

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

Sl.No.	Basic Requirement	Specific Requirement	Documents required
PQ1	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"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate.
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 500 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. (Provisional for FY 22-23)</p> <p>Certificate duly signed by Statutory Auditor of the Bidder for total turnover.</p>

Sl.No.	Basic Requirement	Specific Requirement	Documents required
PQ5	Net worth	The OEM should have 200 Cr 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 Annexure-X
PQ6	Blacklisting	The OEM should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder
PQ7	Manufacturing Experience	The OEM should have experience of manufacturing minimum 500 buses on an Average annually in last 3 years in India from the last date of Submission of the bid.	<ul style="list-style-type: none"> • Documents Proof • Manufacturer Undertaking/Certificate.
PQ8	Relevant Experience	The bidder must have supplied on an average of 100 nos. buses during the last three years ending on 31.03.2024 to any STU either in single or multiple orders.	Word Order/ LoA / Contract agreement etc
PQ9	Authorised Service Centre	The Bidder should have a working Bus Service centre in Odisha that has been Operational from the Last Three Years 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.
PQ10	No Deviation Certificate	The Bidder should submit a No Deviation Declaration Certifying that there is no deviation from the Specification Prescribed in the RFP.	No Deviation Certificate on Bidders Letter head.
PQ11	Certification	The bidder must provide details of 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"> • ARAI/ICAT/CIRT approval Certificate of bus manufacturing plant. • Certification / License

Sl.No.	Basic Requirement	Specific Requirement	Documents required
PQ 12	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-VII in letterhead.
PQ 13	Warranty	A Bidder Should have Bus warranty with minimum period of 3 years or 3 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 Annexure-VII 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 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. It should be supplied to depots along with the 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 the 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 the 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 the 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. The 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 the Letter of Award (LOA).
- The Performance Bank Guarantee may be discharged/ returned by TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
- OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

5.11 Execution of Agreement:

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

5.12 Commencement of Agreement:

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

5.13 Proprietary Data:

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

5.14 Liquidated Damages

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

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

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

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

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

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

5.15 Termination For Default

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

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

6. Force Majeure

- For the 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 fulfil its obligations under the present contract shall, within seven (07) days of the 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 an 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 performances 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)	30
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)	40
Total		100

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: -

Bus Delivery Schedule	
Activity	Timeline
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 the 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 to 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 a 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 work 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, an 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 the stage of buses including shower test. .
- c) Final completion after paneling and equipping/painting of 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 the 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 a standard warranty for three years or 3.0 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** The successful bidder shall be required to station the required number of supervisors with a team of 6 technical workers from date of Final Acceptance and till completion of warranty period. Further, necessary technical personnel beyond the 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.

SI No	Nature of Repair	Repair or Replacement time in no. of days
1	All minor repair & replacement of aggregates like Air Compressor, Intercooler, Clutch Plate, Alternator, Injectors, Retarder etc.	3
2	All major repair & replacement of aggregates like Engine, Gear Box, Rear Axle, Front Axle etc.	7
3	Minor repair of replacement of parts	2
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, a 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 the adequacy and safety of the design of the buses.
- B. Notwithstanding the approval, the 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 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 the 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.

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	ENGINE	
	No. of cylinders	4 Cylinder -Confirming to 180-250 HP
	Displacement	5 to 8 ltrs.
	Maximum power	180 to 250 HP, Torque as per OEM approved by ARAI.
	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 / Unit Pump	
2	TRANSMISSION	
	No. of speeds	As per OEM approved by ARAI.
	Clutch	As per OEM approved by ARAI.
	Retarder	As per OEM approved by ARAI.
	Axle	As per OEM approved by ARAI.
	axle	As per OEM approved by ARAI.
3	STEERING	As per OEM approved by ARAI.
4	SUSPENSION	Front & Rear Weveller / Parabolic / Air
	Shock Absorbers	As per OEM approved by ARAI.
5.	BRAKE	As per OEM approved by ARAI.
	FRONT	As per OEM approved by ARAI.
	REAR	As per OEM approved by ARAI.
	Parking Brake	As per OEM approved by ARAI.
	GRADABILITY	16% to 35%
6	WHEEL & TYRES	a) Tyres 6 nos. + Spare tyre shall be provided in an OEM design carrier. b) Tube less tyre 295/80R 22.5 – 16PR/

SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
		c) Tyres must be less than 6 months old as on the date of the delivery of the bus. d) Wheel discs 8.25 X 22.5
7.	FUEL TANK	Minimum 230 ltr. with Anti-theft mechanism
8.	DIMENSIONS	
	Wheelbase	5000 to 6200mm
	Width	2550- 2600 mm
	Length	11.5 Mtr – 12.0 Mtr.
	Height	As per bus body code
	Turning Radius	As per OEM approved by ARAI.
	Ground Clearance	210mm to 270mm
	Gradeability	16% to 35%
	Chassis frame	All Steel Ladder type a) The Chassis of the bus shall confirm the latest revision of CMVR & ARAI Regulations prevailing at the time of supply in all respects. 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 with OEM Make, with 130N/m torque. of making TVS/LUCAS / MITSUBA/ ALMITY/ CAMOFLEX make to be provided / OE Makex d) Head Lamp will be round in shape and as per OEM design e) Chassis shall be of full forward control only to facilitate provision of front door within front overhang. f) Air intake system shall be above engine level/under driver seat to induct fresh air into the engine/As per OEM. g) Chassis bend if any in horizontal plane shall not be more than 7 mm and there shall not be any difference in diagonal measurement between axles and in vertical plane/ OE Make h) Bus shall be supplied with minimum 40 ltrs. of diesel in the tank.

SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
	ELECTRICAL SYSTEM	<p>a) The system shall be of 24 Volt DC. Battery-isolator switch (main cable cut off switch) shall be provided near Battery. Batteries shall be of 2X12 Volts. (21 plates) & 150 to 200 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>
10	ALTERNATOR & SELF STARTER	<p>Electrically balanced Alternator with built in regulator shall be provided minimum of 55 Amps output for non-EMR models & minimum of 55 Amps output for EMR models / OE Make</p> <p>Starter Motor shall OE Make as per ARI Standards</p> <p>these units shall be so located as to prevent ingress of oil or rainwater into them.</p> <p>Starter & alternator shall be OE Make as per ARI Standards</p>
	INSTRUMENT PANEL	<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 Meter Etc, if the gauges are not provided other provision have to be made / As per OEM</p> <p>Telltale LED for Battery charging malfunction, Telltale LED for Engine overheating (Temperature gauges) / As per OEM</p> <p>Starter Switch – As per OE make</p>
12	NOISE LEVEL	<p>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 / Meet AIS Standards</p>
13		<p>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 through OE or OE Empanelled Body Builders.</p>

SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
	Door	Door at front with 800 mm width manual operating jack & knife door. Rear door: as per OEM approved by ARAI.
	Emergency Exit Door	Rear Right-Hand side with collapsible steps/pigeon box type steps along with emergency hammer.
	Floor	waterproof ply + FR grade covered with antiskid vinyl As per OE Standards
	Body Panel	Outer - GI sheet Inside- PVC coated GI Front & Rear Face - FRP
	Side panel outer	Skirt panel = GI/ GPSP/Aluminum (OE Design) Stretch panel= GI Front & Rear Face – FRP
	Side inner	PVC coated GI will be provided Front & Rear Inner – FRP
	Wind shield	Single piece laminated
	Windlass	Toughened
	Front window glass	Toughened
	Rear window glass	Toughened
	Seating capacity	Minimum 50+D (as per bus body code)
	Seating	3X2 fixed seat with High back rest of Min 720mm height & min 340mm width for head rest, seat handles to be provided on the gangway side seats.
	Compliance	As per specification compliance to ARAI norms
	Storage	One in driver cabin & two in passenger saloon with 48 hours storage capacity.
	DISPLAY BOARD	Electronic scrolling board with OSRTC monogram & Hi-comf bus or any other Name as decided by OSRTC to be written in Odia & English

SPECIFICATION FOR (3X2 FIXED SEAT) NON-A.C. STANDARD BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
	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	As per OE Make with compliance to ARAI Standards.
	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.
	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.
14	Guarantee /warranty	Manufacturer shall give the warranty of the bus for its structure & chassis aggregates, minimum 3 years or 3 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
1	ENGINE	
	No. of cylinders	4 Cylinder -Confirming to 180-250 HP
	Displacement	5 to 8 ltrs.
	Maximum power	180 to 250 HP, Torque as per OEM approved by ARAI.
	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 / Unit Pump	
2	TRANSMISSION	
	No. of speeds	As per OEM approved by ARAI.
	Clutch	As per OEM approved by ARAI.
	Retarder	As per OEM approved by ARAI.
	Front Axle	As per OEM approved by ARAI.
	Rear Axle	As per OEM approved by ARAI.
3	STEERING	As per OEM approved by ARAI.
4	SUSPENSION	Front & Rear Weveller / Parabolic / Air
	Shock Absorbers	As per OEM approved by ARAI.
5	BRAKE	As per OEM approved by ARAI.
	FRONT	As per OEM approved by ARAI.
	REAR	As per OEM approved by ARAI.
	Parking Brake	As per OEM approved by ARAI.
	GRADABILITY	16% to 35%
6	WHEEL & TYRES –	a) Tyres 6 nos.+ one spare tyre to be provided in a cage type carrier/OEM design carrier.

SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
		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 discs make-Wheels India
7	FUEL TANK	Minimum 230 Ltr. Capacity with Anti-theft mechanism
8	DIMENSIONS	
	Wheelbase	5000 to 6200mm
	Width	2550 to 2600mm
	Length	11.5 Mtr – 12.0 Mtr.
	Height	As per bus body code
	Turning Radius	As per OEM approved by ARAI.
	Ground Clearance	210mm to 270mm
	Chassis frame	All steel ladder types. a) The Chassis of the bus shall conform 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 with OEM Make, with 130N/m torque / As per OE Make d) Head Lamp – Round as per OEM Design e) Chassis shall be of full forward control only to facilitate provision of front door within front overhang. f) Air intake system shall be above engine level/under driver seat to induct fresh air into the engine. g) Chassis frame shall be within defined manufacturing tolerances and shall be as per OEM design. h) Bus shall be supplied with a minimum of 40 ltrs. of diesel in the tank./OE Make

SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
9	ELECTRICAL SYSTEM	<p>a) The system shall be 24 Volt DC. Battery-isolator switch (main cable cut off switch) shall be provided near Battery. The batteries shall be 2X12 Volts. plates & Minimum 150AH / as per OE. 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>
10	ALTERNATOR & SELF STARTER	<p>a) Dynamically balanced Alternator with built in regulator shall be provided minimum of 55 Amps output for non-EMR models & minimum of 75 Amps output for EMR models. / OE Make</p> <p>Starter Motor shall OE Make as per ARI Standards</p> <p>these units shall be so located as to prevent ingress of oil or rainwater into them.</p> <p>d) Self Starter & alternator shall be OE Make as per ARI Standards .</p>
11	INSTRUMENT PANEL	<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 Meter Etc., if the gauges are not provided other provision has to be make will provide Telltale LED for Battery charging malfunction, Telltale LED for Engine overheating (Temperature gauges)/ As per OE Make</p>
12	NOISE LEVEL	<p>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. / As per AIS Standards.</p>
13	BODY	<p>Galvanized Tubular Structure with Anti-corrosive paint, bus body should confirm to AIS 052 code, homologation and testing</p>

SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
		certificate for the particular bus body is to be ensured along with tender through OE or OE Empanelled Body Builders
	Door	Front 800 mm width manual operating jack & knife door along with 800mm driver door: As per OEM compliance to ARAI norms
	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 type steps along with emergency hammer at each window
	Flooring	Boiling waterproof ply + FR grade covered with antiskid vinyl, As per OE Standards
	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
	Seating capacity	Maximum 39 +1D
	Seats	2X2 Push Back, Harita Crystal makes
	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	As per specification compliance with ARAI norms

SPECIFICATION FOR NON-AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
	CCTV	One in driver cabin & two in passenger saloon with 48 hours storage capacity.
	LED Display Board	Electronic scrolling board to be provided with OSRTC Hi-Tech written in Odia & English along with monogram
	Mobile charging	USB/ two pin 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	As per OE Make with compliance to ARAI Standards.
	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
	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
14	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
1	ENGINE	
	No. of cylinders	6
	Displacement	5 to 8 ltrs.
	Maximum power	180 HP to 250 HP, Torque as per OEM with compliance ARAI norms
	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 / Unit Pump	
2	TRANSMISSION	
	No. of speeds	As per OE Make approved by ARAI
	Retarder	As per OE Make approved by ARAI
	Clutch	As per OE Make approved by ARAI
	Front Axle	As per OE Make approved by ARAI
	Rear Axle	As per OE Make approved by ARAI
3	STEERING	As per OE Make approved by ARAI
4	SUSPENSION	Front Weveller / Parabolic/Air , Rear air suspension Air suspension shall be OE make only Make approved by ARAI
	No. of Air Bellow	2 bellows in front & 4 Bellows in rear
	Antiroll bar	To be provided at both Rear & Front.

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)

Sr. No.	Parameter	Technical Details
	Shock Absorbers	Telescopic type Hydraulic Front & Rear axle
5.	BRAKE	As per OE Make approved by ARAI
	FRONT	As per OE Make approved by ARAI
	REAR	As per OE Make approved by ARAI
	Parking Brake	As per OE Make approved by ARAI
6	GRADABILITY	16% to 35%
7	WHEEL & TYRES	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 discs make-As per OE make. Radial Tubeless 295/80R 22.5 16 PR
8	FUEL TANK	Minimum 300 ltr with Anti-theft mechanism
9	DIMENSIONS	
	Wheelbase	5000 mm to 6200 mm
	Width	2550mm to 2600mm
	Length	11.5 - 12.0 Mtr
	Height	As per bus body code
	Ground clearance	As per OE Make approved by ARAI
	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.

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)		
Sr. No.	Parameter	Technical Details
		<p>b) 8 Ton & 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. / As per OE Make</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 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 frames 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	As per OE Make approved by ARAI
10	ELECTRICAL SYSTEM	<p>a) The system shall be of 24 Volt DC. Battery-isolator switch (main cable cut off switch) shall be provided near Battery. Batteries shall be of 2X12 Volts. plates & minimum 150 AH of approved make/ OE 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>
11	ALTERNATOR & SELF STARTER	<p>amicably balanced Alternator with built in regulator shall be provided minimum of 55 Amps output for non-EMR models & minimum of 75 Amps output for EMR models. / OE Make</p> <p>Starter Motor shall OE Make as per ARI Standards</p> <p>these units shall be so located as to prevent ingress of oil or rainwater into them. ./ OE Make</p> <p>d) Self Starter & alternator shall be OE Make as per ARI Standards</p>
12	INSTRUMENT	Aesthetically designed instrument panel with backlit light should consist of Speedo meter with km. counter. Air Pressure Gauges,

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)

Sr. No.	Parameter	Technical Details
	PANEL	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)/ OE Make Starter Switch- As per OE make
13	NOISE LEVEL	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./ As per OE Make with compliance ARAI Standards.
14	BODY	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 through OE or OE Empanelled Body Builders.
	Door	Front 800 mm width with Automatic opening & closing along with 800 mm. driver door : as per OEM approved by ARAI.
	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 waterproof ply +FR grade covered with antiskid vinyl mat, as per OE Standards
	Roof panel	Outer - GI sheet Roof internal panel – Aluminium sheets Front & Rear Inner - FRP

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)

Sr. No.	Parameter	Technical Details
	AC DUCT –	Individual AC vents at each seat
	Side panel outer –	Skirt panel = Aluminium 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	As per Specification approved by ARAI
	CCTV -	One in driver cabin & two in passenger saloon with 48 hours storage capacity.
	LED Display Board	To be written in Odia & English “ OSRTC AC Deluxe ” along with monogram or any other Name as decided by OSRTC in the electronic scrolling board

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)

Sr. No.	Parameter	Technical Details
	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	As per OE Make with compliance to ARAI Standards.
	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
	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.

SPECIFICATION FOR AC DELUXE BUS (BS-VI MODEL)

Sr. No.	Parameter	Technical Details
	Inside hat trick	Modular hat rack integrated with AC duct with arrangement of restrain system in flat belts for safe keeping of luggage.
15	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 consist 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

In Bus CCTV camera:

Camera	
Image Sensor	1/2.8” 2MP Progressive Scan Digital Image Sensor
Effective Pixels	1920(H) x 1080(V)
Scanning System	Progressive
Minimum Illumination	<u>Color: 0.01 Lux @F1.2, B/W: 0.001 Lux@F1.2, 0 Lux at IR ON</u>
S/N Ratio	>60dB
IR Distance	10-30Mtr
Shutter Speed	1/30 sec-1/10000 sec
WDR	120db
IR On/Off Control	Auto/ Manual
IR LEDs	24
Lens	

RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf & Hi-Tech Buses under OSRTC

Lens Type	Fixed
Mount Type	M12
Focal Length	3.6mm
Max. Aperture	F1.8
Angle of View	Angle of view-64°
Focus Control	Fixed
Video	
Compression	H.264/H.265 (MPEG-4 Part 10/AVC) Base Line
Streaming Capability	2 Streams
Resolution	2MP 1920(H)x1080(V)
Frame Rate	1 ~ 25/30fps
Bit Rate Control	CBR/VBR
Bit Rate	Video bitrate:512Kbps~8Mbps, Audio bit rate:64Kbps
Day/Night	Automatic/Color/Black and white
Exposure Mode	Automatic/Manual-(1/50-1/10000)
BLC Mode	On/Off
White Balance	Indoor/Outdoor/Automatic
Gain Control	Auto/Manual (limit1-50)
Noise Reduction	Auto
Motion Detection	Yes
Electronic Image	Support
Smart IR	Support

Audio	
Compression	G.711
Audio	Built In Mic
Network	
Ethernet	1 x M12 Connector, 10/100M adaptive Ethernet interface
Protocol	TCP/IP, HTTP, HTTPS, UDP, RTSP, FTP, PPPOE, DHCP, DDNS, NTP, SMTP, ARSP, UPnP,
	IPv4, DAS, Cloud, Alarm Server, IP filter
Interoperability	ONVIF 2.0
Max. User Access	20 Users
Electrical	
Operating Voltage	Wide voltage Range from DC 12V - DC48V, PoE (Power from
	OBU 7.1)
Power Consumption	Max 3.5W
Environmental	
Operating Conditions	Operating Temperature: -40°C ~ +70°C, Humidity 90% or less
Construction	
Casing	Metal
Dimensions	140mm x 140mm x 120mm
Net Weight	400g

Microphone

Work temperature	-20°C~55°C
Microphone work voltage	1-10V
Microphone size	9.7×6.5mm
Microphone sensitivity	-38dB±3dB(at1kHz,0dB-1V/pa)
Microphone frequency	20-20KHZ
Microphone impedance	2.2KΩ 1.5V
Weight	140gm

Speaker

Nominal Impedance	4Ω ± 15%
Frequency Range	22 Hz to 22 kHz
Rated Input	15 Watt
Max. Input	20 Watt
Sound Pressure Level	90dB ± 2dB @ 300, 400, 500, 600Hz
Dimension	140x140x53 mm
Weight	400 gm

Interactive Touch Panel

Parameter	Performance Index
Size	7 Inches
Resolution	800*480
Aspect ratio	16:09

RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf & Hi-Tech Buses under OSRTC

Button and Screen Distribution	Combined
Panel Material	70%PC+30%ABS Engineering plastics
Button Material	Silicone
RFID Wipe Card Module	13.56 MHZ for driver to sign in and sign off.
Speaker	Speaker(16Ω, 2W)x2
MDVR Interface	Connects to MDVR
	Yellow 4PIN aviation-din connector, connects to reversing camera
CAM Interface	
MIC Interface	Connects to the driver megaphone
	Yellow hanging line, reversing signal detection port, high level effective. To monitor control for reversing. Restate / station announcer / Arrow Keys / Confirmation
SENSOR Interface	
Function Buttons	/ Exit
Number Buttons	0-9
Live view and play back	
Tile Installation	Refer to mounting bracket.
Bracket Installation	There are three brackets with hood.
185mm×128mm×34.9mm	
Operating Voltage	12V (Through mNVR)
Operating Current	200mA
Total Power Consumption	2.4W

Waterproof and Dust proof	IP65
Operating Temperature	-20°C~+70°C;
Relative Humidity	Upto 90%
Weight	750 gm

PIS Display (outwards)

Display Size	1888 X 290 x 53 X 1.5 THK*
Display Area	1814.4 X 212 (Display Area)*
Character Height	205 mm
Type of LED	SMD PLCC2
Color	Amber
Wavelength	594 to 596nm, Dominant Wavelength
Viewing Angle	120°
Operating Voltage	Nominal + 24V DC
Power Consumption	2.5A @ 24V DC High Intensity
	Reverse Polarity, Over voltage, Insulation Resistance, Cranking voltage, Load Dump
Protection	Communication lines are protected against high voltage application and ESD
EMI/EMC	Test complied as per – AIS004 Part 3 compliant
Ambient Environment	Operating temperature: -25°C to 85°C
Humidity	95% RH for +25°C/+55°C, 24 Hrs. for 6 cycles in off condition

RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf & Hi-Tech Buses under OSRTC

Vibrations	As per BIS16490 (At Frequency range of 10-55-10 Hz in sweep period of 1min. Total amplitude of 1.5mm for not less than 1 Hr. in direction of 3 major axis.)
Ingress protection	IP 66 as per IS / IEC 60947-1:2004 in conjunction with IS / IEC 60529:2001
No. of Sides	Single sided
Line Matrix	16 Rows x 144 Columns
Pitch	12.6 (H) x 13.4 (V)mm
Intensity of display	In-built light sensor with continuously variable brightness control to enable the display intensity to change based on Ambient light conditions.
Viewing distance	50 meters minimum, for single line text in both Day and Night
Data interface	Via RS 485
Memory	Ability to retain the last message displayed in event of power failure without the message being reloaded from Controller
Structure	Aluminum Cabinet, Powder Coated finish with polycarbonate at front
Structure	Weight – 13.8 kg (approx.)
Structure	Mounting arrangement by roof hanging, wall mounting.
Structure	Automotive grade components used, with conformal coated PCB boards
Structure	Power to signs is supplied through bus multiplex wiring system
Requirement	To display Bus number and Destination in Fixed, Scrolling and flashing mode formats with the help of SCU / Bus Controller with fixed route number with capability to show customized graphics. Display is flicker free in all mode
Requirement	Display in English / Hindi / Regional Language
Requirement	Possible to display, concurrently, different messages
Requirement	Able to display special signs like signs for 'PWD enable bus', 'ladies special'.

Requirement	Display in English and local languages using Microsoft fonts via window-based software package
Requirement	Possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office through SCU
Requirement	Back office is able to check, via SCU, the version of firmware loaded on the display.
Requirement	Able to store Diagnostic trouble codes (DTC) , Parameters identifiers (PID) as per Annex3 and data retrievable through SCU

In-bus PIS Display

Display Size	912 X 185 x 53 mm
Display Area	842 X 120 mm
Character Height	120 mm
Type of LED	Dot Matrix
Color	Amber
Wavelength	591 to 595 nm Dominant Wavelength as per
	AIS-012 standard
Intensity	40 mCd
Viewing Angle	45 Degree all around
UV resistant	Yes
Operating Voltage	Nominal + 24V DC/ +12V DC
	Optional: Extended Supply Range 9 V to 36 V DC
Power Consumption	0.40 Amp. @ 24V DC High Intensity
Protection	Reverse Polarity, Over voltage, Cranking voltage, Load Dump

	Re settable fuse inside the cabinet for over current ,Communication lines are protected against high voltage application and ESD
EMI/EMC	Test complied as per – AIS004 Part 3 compliant
Ambient Environment	Operating temperature: -25°C to 85°C
Humidity	95% RH for +25°C/+55°C ,24 Hrs. for 6 cycles in off condition
Vibrations	As per BIS16490 (At Frequency range of 10-55-10 Hz in sweep period of 1min. Total amplitude of 1.5mm for notless than 1 Hr. in direction of 3 major axis.
Ingress protection	IP 66 as per IS / IEC 60947-1:2004 in conjunction with IS /IEC 60529:2001
No. of Sides	Single sided
Line Matrix	16 Rows x 112 Columns
Pitch	7.62 (H) x 7.62 (V)mm
Intensity of display	In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions.
Viewing distance	15 meters minimum, for single line text in both Day and Night
Data interface	Via RS 485
Memory	Ability to retain the last message displayed in event of power failure without the message being reloaded from Controller
Structure	Aluminum Cabinet , Powder Coated finish with Polycarbonate at front
Structure	Weight – 5.2 kg (Approx.)
Structure	Mounting arrangement by roof hanging, wall mounting.
Structure	Automotive grade components used, with conformal coated PCB boards

Structure	Power to signs is supplied through bus multiplex wiring system
Requirements	To display Bus number and Destination in Fixed, Scrolling and flashing mode formats with the help of SCU / Bus Controller with fixed route number with capability to show customized
Requirements	graphics. Display is flicker free in all mode
Requirements	Display in English (2)/ Hindi (1)/ Regional Language(1)
Requirements	Possible to display, concurrently, different messages
Requirements	Total display height is capable to accommodate two lines in English language and the
Requirements	Individual heights of each line are adjustable to enable one line to be larger/smaller than the second line.
Requirements	Able to display special signs like signs for 'PWD enable bus', 'ladies special'.
Requirements	Display in English and local languages using Microsoft fonts via window-based software package
Requirements	Possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office through SCU
Requirements	Back office is able to check, via SCU, the version of firmware loaded on the display.
Requirements	Able to store Diagnostic trouble codes (DTC) , Parameters identifiers (PID) as per Annex3 and data retrievable through SCU

Reverse Parking Camera

SIGNAL SYSTEM	PAL @25FPS
IMAGE SENSOR	1/3 SONY CMOS Sensor
EFFECTIVE PIXEL	(1920 * 1080P)

SHUTTER CONTROL	1/50 sec to 1/10,000 sec
HORIZONTAL RESOLUTION	1080P @25FPS
IR RANGE	Up to 10 Mtr IR Range
LENS FURNISHED	2.8 MP HD lens, 2.8mm,3.6mm,6mm optional
VIEW ANGLE	115 degrees
LENS INTERFACE	M12
SIGNAL/NOISE RATIO	More than 60dB
MIN ILLUMINATION	0.001Lux @ (F1.2, AGC ON), 0 Lux (IR LED On)
SYNCHRONISATION	Internal
WHITE BALANCE	Auto
BACK LIGHT COMPENSATION	Auto
GAIN CONTROL	Auto
VIDEO OUTPUT SIGNAL	HD Analog Output

Automatic Passenger Counting System

Passenger counting	
Image sensor	1/2.8 " 2M pixel CMOS
S/N	≥50db
Minimum Illumination	Color: 0.05Lux/F1.2; white/black: 0Lux (IR LED on)
Focal Length	M12 2.7mm lens
Viewing Angle	FOV: 120° V FOV: 62.5°
Electronic shutter	1/60s-1/5000s

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WDR	2F DWR dynamic range≥80db
IR	3m
Video compression standard	H.264 (the default) & H.265
Compression output	512Kbps-10Mbps
	Main stream: 1080p @ 30fps
	Sub-stream 1: VGA/QVGA/CIF @ 15FPS or D1@15FPS
Image resolution	Sub-stream 2: CIF @ 10FPS/self-adaptive
CBR/VBR	Supported (the default is VBR)
Audio Input	Not supported
Maximum image size	1920x1080
Network interface	10M/100M self-adaptive Ethernet interface (6PIN aviation connector female)
Client preview	Internal WEB server. Support IE browser access
RAM	Minimum 1 GB
SSD	32 GB
Serial port	RS232
Installation method	Embedded-mounted bracket: 188.05mm*67.04mm*33mm
Dimensions	Top-mounted bracket: 179.17mm*55.88mm*42.5mm Side-mounted bracket: 178.96mm*54.95mm*45.35mm
Power supply	PON (DC12V). Voltage range supported: 8-16V
Power consumption	<5W

Working temperature	-30°C-+55 °C (with hard drive)
	-30°C-+70°C (without hard drive)
Storage temperature	-40°C-+85°C
Humidity	0% - 90%

FUMS

- Supply, Installation, Testing, Commissioning & Integration of AIS 140 GPS devices on the buses were required and their maintenance for the entire contract period.
- Supply, Installation, Testing, Commissioning & Integration of fuel sensors in the buses and their maintenance.
- Supply, Installation, Testing, Commissioning & Integration of fuel sensors in the buses and their maintenance and share the real time monitoring of the fuel consumption and location to in house ITMS of OSRTC.
- Geo-fencing/Geo-coding of all the required Bus Depots, Bus Stations, routes, fare stoppages, prominent landmark places and all establishments including all the important en-route points identified by OSRTC and its updation during the project period.
- **Fixed Format Reports:** Application should provide robust reporting capabilities. Application should publish reports using standard tools and the publishing engine can generate output in multiple formats including PDF, HTML, DOCX, PPTX, XLSX and similar type of formats. The output can also be delivered through email or can be printed.
- **Ad-hoc Reports:** Application should provide business users with ad hoc query & analysis capability. Application should create new analyses from scratch or modify existing analyses in dashboard pages. Business users do not need to understand physical data storage to combine data from multiple information sources intuitively, quickly, & easily. Tools and utilities should be provided to facilitate design layout using Open office/MSSOffice/Adobe Acrobat etc.
- All reports shall be required in English language.
- **Provision for Digital Signature Services:** The FUMS shall have a provision to integrate with Digital Signature Certificates for generation signed documents/reports by concerned authority for enabling authenticity of the approving 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 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 in respect of any matter arising out of or concerning or relating to the Selection Process.
3. This statement was 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 requires supplementing or authenticating 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 have we been expelled from any project or contract by any public authority nor have 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 communications 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 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: 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"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate. 	
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 500 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. (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 200 Cr net worth for last	Certificate from the Statutory Auditor clearly stating Positive Net worth	

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

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

.....

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 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.

- 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>-----</p> <p>[name & designation of the person]</p> <hr/> <p>[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 **“Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses & AC Deluxe Buses 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..... 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	Name of project	Client / Agency	Period	Project Cost / Contract Value	Number of Manpower Deployed	Remarks
1						
2						
3						
4						

Note:

- Supporting document with respect to 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	Average Annual Turnover (INR Crores)	Net worth (in INR Crores)
1	2021-22		
2	2022-23		
3	2023-24		
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 must 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 under Odisha State Road Transport Corporation, (OSRTC)”

Dear Sir,

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

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

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

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

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

Yours faithfully,

Name

Name of the Producer

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the 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 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 Non- AC Standard Buses, Non- AC Deluxe Buses & AC Deluxe Buses 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, our own estimates of costs and after 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 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 Non- AC Standard Buses, Non- AC Deluxe Buses & AC Deluxe Buses under Odisha State Road Transport Corporation, (OSRTC)**", as part of the Bidding Option that we have selected, is as follows:

Tender Inviting Authority (OSRTC)

Name of the work: **“Purchase of 100 nos. Diesel BS-VI Non- AC Standard Buses, Non- AC Deluxe Buses & AC Deluxe Buses under Odisha State Road Transport Corporation, (OSRTC)”**

Contact No.

Name of the bidder:

DETAIL OF PRICE BID

Sl No	Description	Unit	Quantity	Price per Unit of Bus (INR) in Words & Figures.	Taxes, duties, etc. in INR in words and figures	All-inclusive Price per Unit of Buses (INR/ bus) in words and figures.
1	2	3	4	5	6	
1	Non- AC Standard Buses (3X2 FIXED SEAT) (BS-VI MODEL)	Each	30			
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	40			
Total (40+30+30) *						

Note* The Procurement of Buses should be considered at the Evaluation.

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 for 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 the 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 the Financial Bid of tender.

Note:

RFP for Purchase of 100 nos. Diesel BS-VI Hi-Comf & Hi-Tech Buses under OSRTC

- The 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 the 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)

Duly signed by the Authorized Signatory of the Applicant

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.

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

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

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 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 an 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/ her 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 to 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 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 Buses 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 the 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 RFP/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 money, 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