

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built in AC Buses for Managing Public Transport across Tier-III Routes with Comprehensive Annual Maintenance Contract (AMC).



Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

**Design, Manufacture and Supply of High-End Ultra
Luxury Fully built in AC Buses for Managing
Public Transport across Tier-III Routes with
Comprehensive Annual Maintenance Contract
(AMC).**

[RFP No 1707 Date: 22/09/2023]

Issued By

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

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Definitions and Interpretation

Term	Definition
“Addendum or Addenda”	Means an addendum or addenda to the RFP.
“Annexure”	Means an annexure of the RFP.
“Authority”	Means the Odisha State Road Transport (OSRTC) or its authorized representatives who has invited Proposals from competent and interested parties for maintenance of Buses on Comprehensive AMC basis.
“Applicable Law”	Means all the laws, acts, ordinances, rules, regulations, notifications, guidelines, or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
“Appointed Date”	Means the date of execution of the Agreement.
“Associates”	Means, in relation to a Bidder, a person who Controls, or is Controlled by, or is under the common Control of such Bidder, specified in this RFP
“Authorized Signatory”	Means the Person Authorized by the Bidding firm to sign the bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.
“Bus”	Means a passenger New Bus unit to be provided by the OEM and that meets the Technical Specification. In relation to this, “Contracted Buses” shall mean all the Buses for the maintenance of which the OEM has been contracted
“Bid / RFP Documents”	Means document comprising RFP , its annexure and schedule, Addendum /corrigendum published thereof.
“Bid Process/ Selection Process”	Means the single-stage bidding process adopted by OSRTC to award the Project to the Selected Bidder on the terms and conditions set out in the RFP, which has commenced with the issuance of the RFP, and which will end on the date that the General Conditions of Contract is executed for the Project.

“Bid Security” or “Earnest Money Deposit (EMD)”	Means Security to be furnished by the Bidder at RFP stage in accordance with provisions of RFP.
“Clause”	Means a clause of the RFP.
“Conflict of Interest”	Shall have a meaning specified in this RFP.
“Companies Act”	Means the (Indian) Companies Act, 1956 and/or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
“Fleet”	Means the total number of Buses that are contracted to OEM for Bus maintenance in accordance with the provisions of Bidding Documents.
“Letter of Acceptance” or “LOA”	Means the letter issued by Authority to the Successful Bidder to provide its services as per General Conditions of Contract in conformity with the terms and conditions set forth in the Bidding Documents.
“Proposal” or “Bid”	Means the Pre bid qualification, Technical, Financial Bid, EMD and any other document uploaded by the Bidder(s) in response to RFP issued.
“Proposer” or “Bidder”	Means any firm, including a partnership firm or a company, who uploads a Bid/ eligibility and qualification submission along with RFP document fees under this RFP within the stipulated Due Date and Time of submission.
“Preferred Proposer / Bidder”	Shall mean the Bidder who qualifies the RFP (meeting eligibility and qualification criteria and whose Proposal is responsive as per RFP and Financial Proposal turned out to be Lowest and responsive as per the provisions of RFP.
“RTO/RTA”	Means the Regional Transport Authority of concerned region / area.
“Scope of Project/Work”	Shall have a meaning specified in the RFP
“Website”	means the web portal of e-Nivida Portal available at the url: https://enivida.odisha.gov.in

Disclaimer

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

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

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 of 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. Introduction

Odisha is a state located in eastern India, with a coastline along the Bay of Bengal. It is the 9th largest state in terms of area and 11th largest in terms of population, with a population of approximately 45 million people. The public bus transport in Odisha is managed by Odisha State Road Transport Corporation which looks after the roadways transportation of the state and aims at providing quality and time bound services to the passengers. OSRTC plies various categories of buses like VOLVO Coach, AC Deluxe Rajdhani Coach, Non-AC Deluxe Coach, Express Coach, Hi-Tech Coach, Hi-Comf Coach, Lynx Coach, Marcopolo Coach, Ordinary Coach ensuring safety and comport of the traveller. The buses are well maintained. OSRTC not only connects to cities, but it is also well connected with the remote and tribal areas. Like other states, it also provides fare concession to students, handicapped persons, Freedom fighters, rural journalists.

OSRTC is engaged in public transportation operation in 324 routes with 638 fleet size 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, 56 new Bus Stands across 22 Districts are in the development stage and 4 Bus Stands are in the finishing stage at Aska, Athagarh, Jeypore, Motu 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.

As the State Government is working efficiently towards attaining various SDG Goals, public transport is one of the major SDG Goal as on date. Moreover, considering the present scenario of the State below are the major scope defined to comply the necessary SDG Goals. For a better public convenience OSRTC under Commerce and Transport Department launched a new Scheme LaccMI (LOCATION ACCESSIBLE MULTI-MODAL INITIATIVE) which aims to connect all Gram Panchayat with an integrated public transport system.

Connecting all Gram Panchayat with an integrated public transport system.

Increasing the Service Level Benchmark of the Bus transport system in the State.

The future road map for an efficient and reliable mode of Bus system in the rural pockets of the State by OSRTC.

Location Accessible Multi-Modal Initiative (LAccMI) Flag ship scheme under C&T dept. under this the RFP For Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses of Various Seating layout with Annual Maintenance support to Odisha State Road Transport Corporation.

2. Schedule Bidding Process

Sl. No.	Particulars	Details
1	Publication of RFP Notice	18/09/2023
2	Uploading of RFP document in e-Nivida Portal & OSRTC website	22/09/2023

Sl. No.	Particulars	Details
3	Last date & time for Submission of Queries / Clarification	30/09/2023
4	Response to Queries / Clarification	05/10/2023
5	Last date for Proposal e-submission	26/10/2023 (03:00 PM)
6	Website for submission of proposals	online bids on the e-Nivida Portal may be obtained at: https://enivida.odisha.gov.in
7	Date and time for opening of technical bids	26/10/2023 (05:00 PM)
8	Date and time for opening of financial bids	- To be intimated -

3. 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 “**RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built in AC Buses for Managing Public Transport across Tier-III Routes with comprehensive Annual Maintenance Contract (AMC) model**” 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 “**RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes with comprehensive Annual Maintenance Contract (AMC) model**” 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.

3.1 New Bus :

Sr. No	Types of Buses	Nos.
1	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with Pushback Seats	28
2	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with semi-sleeper seats	94
Total		122

3.2 Brief Description of Bidding Process:

The TIA has adopted a Two Stage Bidding Process (collectively referred to as the "Bidding Process")

for selection of the Bidder for award of the Project. The selection process involves 2 envelope selection procedures, Eligibility Criteria of interested Bidders in accordance with the provisions of this RFP and Financial Bid. The TIA shall only open the financial bids of the Qualified Bidder.

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

3.3 Pre-Bid Response:

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

4. Instructions to Bidder

4.1 General Terms of Bidding:

- A Bidder is eligible to upload 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 uploading their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should upload a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this RFP and all attached documents are and shall remain the property of TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly

confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.

- A Bidder shall not have a conflict of interest (*the “Conflict of Interest”*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.
 - For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.
 - Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
 - Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
 - Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
 - Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this

definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- The TIA, its employee and advisors would treat the bids and supporting information uploaded 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 uploading 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 uploading 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 uploading 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 uploaded by the bidder. The TIA reserves the right to verify all statements, information and documents uploaded 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 upload 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 e-Nivida Portal <https://enivida.odisha.gov.in> & 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 uploaded 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 Eligibility criteria shall be uploaded as per the check list provided in Annexures.
- The Financial bid is to be uploaded in <https://enivida.odisha.gov.in> as per the format given in Annexure XV: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- The 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 II: Request for Clarification.
- v. Annexure III: Eligibility Criteria Checklist and Supporting documents.
- vi. Annexure IV: Details of Bidder
- vii. Annexure V: Power of Attorney
- viii. Annexure VI: Self-Declaration for Non-Blacklisting
- ix. Annexure VII: Declaration for Non-Performance
- x. Annexure VIII: Technical Capacity of Bidder
- xi. Annexure IX: Financial Capacity of Bidder
- xii. Annexure X: Undertaking Availability of Spare Parts
- xiii. Annexure XI: Statement of No Deviation Commercial
- xiv. Annexure XII: Statement of No Deviation Technical
- xv. Annexure XIII: Statement of No-Deviation in Delivery Schedule
- xvi. Annexure XIV: Details of Technical Qualified and Experience personal

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

- i. Annexure XV: Format for Financial Proposal
- The Bidder shall upload online in e-Nivida Portal <https://enivida.odisha.gov.in> Eligibility Criteria 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 in the format specified in Annexures and in accordance with this RFP. The Bidder shall upload the Eligibility criteria and Financial Bid, Tender Processing fees and EMD as per RFP.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- Further, Bidders are required to upload all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.
- Bids should be uploaded on or before time and the Due Date as specified in the RFP.
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing a Corrigendum /Addendum.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days 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 up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit 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 uploading 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, uploaded 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 4,22,00,000/-** (Rupees Four Crores Twenty-two Lakhs only) in shape of Bank guarantee /Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. 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 up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit 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 uploading its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this RFP.
 - If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
 - In the case of successful Bidder, fails within the specified time limit:
 - I. to sign the Agreement and/or
 - II. to furnish the Performance Bank Guarantee within the period prescribed in the Contract Agreement; or

III. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Bank Guarantee.

5. Evaluation of Bids

5.1 Bid Evaluation Committee

- OSRTC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the RFP (Eligibility Criteria) and all supporting documents/ documentary evidence. Inability to upload 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 upload 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 upload its decision to OSRTC whose decision would be final and binding upon the bidder.
- In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

5.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Eligibility Criteria mentioned in this RFP.
- Only those bidders who meet the Eligibility 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 Selection Criteria

Before opening and evaluation of the technical proposals, bidder's eligibility would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not uploading requisite proof for supporting Eligibility criteria are liable to be rejected at the preliminary level. The bidder shall fulfill all the following Eligibility 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 Guarantee/ 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 400 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/ Chartered Accountant of the Bidder for total turnover.</p>

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.

Sl. No.	Basic Requirement	Specific Requirement	Documents required
PQ5	Net worth	The Bidder 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 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 200 buses on an Average annually in last 5 years in India from the last date of Submission of the bid.	Manufacturer Undertaking Certificate on letter head
PQ8	Relevant Experience	The bidder must have supplied on a cumulative of 50 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 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 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

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 2 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 letterhead.

Note: Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (Gol), or any of the agencies of SG/UT/Gol from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to upload the specified documents in support of the above Prequalification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.

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

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

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

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

In addition to the above, the Bidder, if required by the TIA, shall promptly furnish further information regarding his capacity / capability, and he should extend all possible cooperation to the representatives of the TIA 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 upload applications. The Applications / Eligibility and Qualification Submission of the Applicant(s) uploading as Consortium shall be termed as non-responsive and rejected.

OSRTC may seek clarifications from the bidder on the Eligibility Criteria on the uploaded documents, however no additional document can be produced by the Bidder as Eligibility Criteria clarification except the documents uploaded in bid. Any of the clarifications by the bidder on the documents uploaded against the Eligibility 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 Eligibility Criteria are allowed to further participate in this tender. Envelope II marked "Financial Bid" shall be kept sealed for opening as per date mentioned in this RFP. Envelope II marked "Financial Bid" shall be kept sealed for opening as per date to be intimated by the TIA.

5.5 Evaluation of Financial Bid:

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

- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be uploading to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.
- The Eligibility criteria 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 Performance Bank Guarantee as follows:
 - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **5 % of Total Contract Value**.
 - The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank

as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LOA).
- The Performance Bank Guarantee may be discharged/ returned by TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
- OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with 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 uploaded 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.

6. Scope of the Project

Sl. No.	Scope	Types of Buses	Nos.
1	Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with Pushback Seats	28
2		High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with semi-sleeper seats	94
Total			122

6.1 Bus Delivery Schedule

The delivery of **122 numbers of different types of High-End Ultra Luxury Fully Built AC buses (BS-VI MODEL) buses** during this period as per the following schedule (“Bus Delivery Schedule”).

Bus Delivery Schedule	
Activity	Timeline
Release of Letter of Award (LoA)	M
Prototype Bus	M + 40 Days
Delivery of 50 % of tendered vehicle	M + 80 Days
Completion of delivery of all (100%) tendered vehicle	M + 120 Days

6.2 Scope of Project under AMC

- The manufacturer shall be required to submit their AMC charges in Rs. Per kilometer per bus. AMC is required for a period of 15,00,000 KMs or 10 Years, whichever occurs earlier from the date of supply of vehicles to OSRTC.
- The contract should include the preventive/ docking/ routine maintenance including on account of normal wear and tear, minor/ major repairs/ over- hauling of assemblies/ sub-assemblies and breakdowns inclusive of labour cost during AMC period. The manufacturer shall be responsible for carrying out repairs/ maintenance/ servicing etc. for the bus (including supply of consumables, replacement and fitment of spare parts/ aggregates/ assemblies/ sub-assemblies etc.) Upto 15,00,000 kilometers or 10 years, whichever occurs earlier from date of supply of vehicles. Diesel and AdBlue shall be

arranged by the OSRTC.

- The bidder shall be required to engage adequate skilled and trained technical and other manpower for proper maintenance of the buses during the AMC Period. OSRTC shall confirm the vehicle deployment plan with number of buses per depot along with availability of required infrastructure at depots. The manufacturer shall enter into an agreement with OSRTC for the comprehensive AMC contract. The detailed scope, terms and conditions and draft agreement shall be provided while submitting the AMC prices to OSRTC.

6.3 Bus Specification

Category-wise specifications are mentioned in sub section of Part-E. However, the following clauses are mandatory for all the categories of the buses mentioned in this RFP.

- Facilities for water bottle holding and Magazine holding fixtures in all categories buses as per AIS:052.
- Color of the vehicle to be decided by Authority during award of contract.
- All the buses should be featured with 2V LED light in Individual seat ramp.
- Additional Power Output:25W RMS / 30W Maximum Channels': 2 x Mic 1.0mV/ 4.7kΩ Aux: 1 x Aux 100mV /470kΩFreq for ready to use system.
- The bus should have an appropriate electric wiring system with output for plug and play of hardware devices to be installed by OSRTC subsequently like in Bus Entertainment Device, OBU, Wi-Fi Router, additional PIS.

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)			
Sl. No.	Parameter	Technical Details	
1	Overall Dimension of Bus (In mm)	Particulars	Type
		Wheelbase	8200 To 8500
		Overall Length	15 Mtrs.
		Height Of the Bus with Roof Top Ac	As Per Bus Body Code
		Front Overhang	Max. 2680mm
		Rear Overhang	Max. 3300mm

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)

Sl. No.	Parameter	Technical Details	
		Overall Width	Max. 2600mm
		Saloon Height	As Per AIS 052
		Gang Way Width	Min. 380mm
		Engine Hp & Norms	350 To 400 HP & BS-VI
2	Bus Details	<p>The Full Forward Control Bus Shall Confirm to <u>CMVR and AIS-52 Norms</u> in All Respects. Bus Shall Comprise of Bus Engine, Fuel Injection Pump. Air Compressor, Radiator, Transmission (Including Clutch, Gear Box and Propeller Shafts). Air Suspension, Rear Axle Assembly, Power Steering Assembly. 9 Wheels with Tyre Assembly (Including Spare Wheel Carrier Provision with Clamping Arrangements). Air Brake System, 24v Heavy Duty Wiper Assembly, Multiplexing for Chassis & Bus Shall Be as Per CMVR & AIS 052. With Wiper Arm & Two Blades of Suitable Size, Head and Tail Lamp Assemblies, Electrical Horn, Side Indicators, Aesthetically Designed Instrument Panel and Ergonomically Designed Pneumatically Adjustable Type Driver Seat Assembly of Harita Make with ELR Safety Belt, Two Rear View Mirrors of Electrically Operated and Two Hydraulic Jacks Of Minimum 10 Ton Capacity. Foldable/Adjustable Seat of Harita Make for Co-Driver with ELR Type Safety Belts Shall Be Provided in The Driver's Cabin. Bus Shall Be Fitted with Multiplex Wiring.</p>	
3	Engine With Suitable Mountings	<p>Located At the Rear, The Engine Shall Be of Turbocharged, 6 Cylinders, Common Rail system, Coolant Cooled, Four Stroke Diesel Engine Confirming to Bs-Vi Emission Norms. The Engine Should Be Amply Powered for Providing Direct Driver to The Bus and Air-Conditioning Unit. Electronic Device Be Provided for Controlling the Fuel Injection System and Other Systems.</p>	
		Engine Output	Torque
		350 - 400 Hp	1350 Nm @ 1200 – 1600 Rpm
4	Lubrication	<p>Lubricating Points Shall Be Provided for All Elements of The Steering. Transmission And Suspension System. These Points Shall Be Easily Accessible for Lubricating with Power-Operated System.</p>	

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)

Sl. No.	Parameter	Technical Details
5	Cooling System	The System Shall Include Radiator, Intercooler, Coolant Pump, Fan with Thermostat to Control the Coolant Temperature. The Thermostat Shall Be of Fail-Safe Type.
6	Fuel Injection Pump	The Engine Shall Be Fitted with Common Rail Direct Injection. The Two-Stage Fuel Filters Pre and Fine Shall Be Capable of Filtering All Particles of More Than 20 Microns in Size.
7	Pollution & Exhaust Gas	The Engine Shall Meet Bharat Stage-Vi Norms. The Supplier Shall Submit Arai Approved Specifications for Model of Bus Offered in The Tender.
8	Transmission, Clutch & Gear Box	Transmission Shall Be with Automated Manual Gearbox with Minimum 12 Forward and One Reverse Gear, Suitable Designed for Operation on All Terrain.
9	Tyres	Radial Tubeless Tyres Of Size Minimum 295/80r 22.5 18pr"- 9 Nos. Of Make MRF, JK, Michelin, Manufactured Within 6 (Six) Months Prior To The Date of Delivery of The Buses and Rims Of 8.25" X 22.5" Size.
10	Power Steering	The Steering Position Shall Be on The Right-Hand Side of The Bus. The Steering System Shall Be Hydraulically Power Assisted
11	Full Air Suspension	Air Suspension Having Minimum 2 No's of Air Bellows, Levelling Valves, And Heavy-Duty Shock Absorbers in The Front. Air Suspension Having Minimum 4 Nos. Of Air Bellows, Levelling Vale and Heavy-Duty Shock Absorbers of The Rear.
12	Brakes	Full Air Brake System Dual Line Disc Type Combined with Electronic Braking System (EBS), Hydraulic Retarder and Efficient Parking Brakes and Electronic Control System.
13	Fuel Tank	The Fuel Tank Shall Confirm to The Specification of CMVR With A Storage Capacity Of Maximum 600 Ltrs. Having Shield Around for Protection and Insulation.
14	Electrical System	2 x 12v (24v) System with Min. 165 Ah Capacity Batteries of Reputed Make.

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)

Sl. No.	Parameter	Technical Details
		<p>Heavy Duty Wiper Motor with Suitable Length of Aesthetically Designed Wiper Arms.</p> <p>Battery Cut-Off/Isolation Switch Should Be Provided Near the Driver Seat.</p> <p>5a/24v Power Switch & Fray at Dashboard for Charging Electronic Ticketing Machine (ETM) For Keeping the ETM Shall Be Provided.</p> <p>Battery Box Should Be Located at Convenient Place for Ease of Maintenance. Lights & Lighting System as Per CMVR/AIS 008</p>
15	Entertainment System.	Front TV 24" Foldable Led with DVD Having USB Player Speaker, Public Address System. Power Inverter of Minimum 350 W Capacity. Another TV of Suitable Size Is Also Required at The Middle Area of Bus.
16	Provision For Mobile Charging	USB Charging Point: Dual Socket to Be Provided In Between Two Seats of Twin Seater i.e., Below the Middle Arm Rest with A Provision to Connect 2 USB Cables For Cell Phone Charging also including Driver seat.
17	Alternator & Self Starter	Suitable Assemblies Shall Be Provided For 24 Volts System. The Alternators Shall Be Dynamically Balance with Built-In Regulator and Be Provided with Suitable Mounting. The Starter Motor Shall Be Axial Type Flange Mounted. Both These Units Shall Be So Located as To Prevent Ingress of All or Water into Them. Self-Starter & Alternator Shall Be of Reputed Make Only.
18	Instrument Panel	Aesthetically Designed Instrument Panel Should Consists of Odometer with Km Counter, Air Pressure Gauge, Flashing-Side Indicator and Switch, Warning Lamp for Low Air Pressure, Warning Lamp for Charging F Batteries, Starter Switch, Dipper Switch, Temperature Gauge, Engine Oil Pressure Gauge, Engine RPM Meter and Vehicle Diagnostic Display.
19	Body Structure	The Complete Structure Should Be Applied with Epoxy Primer Before Paneling. Body Structure as Per AIS 052 Code.
20	Bus Paneling	<p><u>Exterior Paneling:</u></p> <p><u>Existing Stretch Panel Is 1.00mm+/-0.1mm. So, It May Vary From 0.9mm to 1.1mm.)</u></p>

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)		
Sl. No.	Parameter	Technical Details
		<p><u>Al Hatch Door Panel T 2.5mm</u></p> <p><u>Wheel Arch Gi Panel T 1.5mm</u></p> <p><u>Protective Beading of Aluminum Extruded Section to Be Provided Above Luggage Flap Doors to Prevent Ingress of Water into The Luggage Compartment.</u></p> <p>Exterior Roof Panels Shall be of GI. The Front and Rear Panels Should Be of Aesthetically Designed Molded FRP.</p> <p><u>Interior Paneling:</u> Truss Panel Paneling Should Be of BWR/ BWP Plywood Sheet with Vinyl Mat of Superior Quality. Hat Rack Should Be of Good Quality Fiber with Glue/Adhesive. Roof Ceiling Shall Be FR Grade with Thermocol /Any Other Superior Insulating Materials and Covered with Good Quality Aluminum Composite Panel. It Must Meet AIS 052 Code.</p>
21	Emergency Door/Exit.	Emergency Door/ Exit Shall Be at The Rear End on the Driver Side Meeting the Latest CMVR/ AIS:52 Norms.
22	Driver Cabin, Saloon & Dicky Flooring.	<p>BWR/BWP Plywood/ Compressed Densified Wooden Floorboard of 0.8 Density of Minimum 10mm Thickness of Reputed Make Covered With 1.5mm Thickness Anti-Skid Vinyl Mat for Cabin and Saloon Flooring. Dickey Box Flooring Should be Compressed Densified Wooden Floorboard of 0.8.</p> <p>Density of Minimum 10mm Thickness of Reputed Make Covered With 1.5 Mm Thickness Anti-Skid Vinyl Mat/Aluminum Checkered Sheet.</p>
23	Glasses.	Single Front Windshield Polyvinyl Butyral (PVB) Laminated Glass with Minimum 7.76 Mm Thickness Properly Mounted on the Frame. Windshield Glass Shall Be Fitted with Good Quality EPDM Rubber Glazing for Easy Replacement.
24	Air-Conditioning System.	A.C. Unit of Carrier/Approved Make of Roof Mounted Evaporator and Condenser of Noise/Vibration Proof. The Electromechanical Control I.E. Cab Command Should Be Easily Accessible on Dashboard to Set the Temperature. The Unit Shall Be Designed to Operate in Hat and Dusty Environments Suitable for Bus Having 45 Passengers. The Cooling Capacity of A.C. Unit Shall be of Minimum 45KW With 5 Speed Blower. Ducting Facility Shall Be Provided Inside the Parcel Rack on Both Sides of The Bus and Also for Driver's Cabin with Proper Support Brackets.

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)		
Sl. No.	Parameter	Technical Details
25	External Painting: Solid/Metallic.	To Be Decided Later by Authority.
26	Reclining Passenger Seats.	<p><u>Passenger Seats with Calf Support:</u></p> <p>Harita Make Passenger Seats Are to Be Provided in The Saloon In 2x2 Configuration. The Saloon Seating Capacity Shall Be No. of Seats (With Calf-Support) 51-Seater +1 Driver + 1 Co-Driver Seats.</p> <p><u>Passenger Seats Without Calf Support:</u></p> <p>Harita Make Passenger Seats Are to Be Provided in The Saloon In 2x2 Configuration. The Saloon Seating Capacity Shall Be No. of Seats (Without Calf-Support) 55-Seater + 1 Driver + 1 Co-Driver Seats.</p> <p>Safety Seat Belt to Be Provided for The Foremost Front Row of Seat and The Middle Seat of The Rear Most Row.</p>
27	Passenger Seat Specification.	<p>The Seats Should be of PU Cushion of CFC Free Upholstered with Fabric/Art-Leather Material. Seating Area of Each Passenger Seat Bottom Should Be of Size Minimum 465x480mm. The Frame Should Be Black Power Coated MS Tubular Sections. The Back of Each Seat Should Be Provided with Water Bottle Holder, Coat Hanger and Magazine Pouch. Seat Layout Also to Be Submitted Along with Tender, Rear Most Seats in The Saloon Should Have Inclination Equal to Other Seats.</p> <p>Width Of the Twin Seat: 1025+10mm Min.</p> <p>Seat Reclining 250+10mm Min.</p>
28	Under Boot Luggage Space	<p>Lockable Dust and Rattle Free Under Boot Luggage Space Of Minimum 14 Cubic Meters Should Be Provided. Luggage Guard To Be Provided On Both Sides With Doors From Both Ends With Locking Arrangement With Heavy Duty Good Quality Hinges. Locks, Brackets & Gas Springs Etc. For Longevity.</p> <p>Preferably, Flap Door Opening Shall Be Parallel to The Bus Body or Minimum 120 Degrees from Closed Position.</p>
29	Interior Luggage Racks.	Aesthetically Designed Interior Luggage Racks Covered with Good Quality Rexene/Fabric Pasting with Good Quality of Flue/Adhesive to Be Provided on Either Side of The Saloon. Air Duck with

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)		
Sl. No.	Parameter	Technical Details
		<p>Consoles Integrated with Speakers for Individual Row of Seats Be Provided.</p> <p>All Interiors Shall Be FR Grade Conforming to IS-15061 And Dust Proof.</p>
30	Technical Approval	Product Approval Certificate from The Approved Agencies Like Arai Etc. Should Be Furnished Along with The Tender.
31	Accessories	<p>2 Nos of Fire Extinguisher B Class Type Each Of 5 Kgs. Suggestion Box, First Aid Box, 2 Roof Hatches, Curtains for All Windows, Curtains for Gangway Entrance and In Front of Foremost Seats. Retractable Type Full Width Sun Visor for Front Windshield Glass Be Provided. LED Destination Board at Front (Size: 975x300mm) And Rear (size as per Standard).</p> <p>All Passenger Windows Shall Be Provided with Retractable Cable Wire Hammers for Breaking Glasses in Case of Emergency.</p> <p>Curtains- 2 Sets of Curtains of Fr Grade Per Bus</p> <p>All The Other Mandatory Accessories as Per CMVR/AIS:052 Shall Be Provided</p>
32	CCTV Cameras	3 Nos. Surveillance Cameras with Night Vision Shall Be Provided With 48 Hours Recording Storage Facility. One Cameras for Front View of Road Fitted to A Pillar on Left Side. One Camera Above Passenger Door to Cover the Driver & Cabin Area and One for Saloon to Cover the Saloon Area.
33	Rear View Camera	One Reverse Camera Shall Be Provided at Rear End Outside of Bus.
34	Statutory Provision	The Vehicle Should Be Provided with FDSS. Bus Multiplexing, Changes in Engine to GVW Ratio. Acceleration Parameters, Interior NVH & Braking System Complaining To AIS-140, 153 & 135.
35	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.

Specifications For High End Ultra Luxury Fully Built Ac Bus (Bs-Vi Model)		
Sl. No.	Parameter	Technical Details
36	GPS	Only Provision Required to Plug-In the Device Later by OSRTC
37	Front Electronic Board	Electronic Scrolling Board to Be Provided Written as OSRTC in English with Monogram or Any Other Name as Decided by OSRTC
38	Wi-Fi System	For On Board Wi-Fi in The Future, Facilities and Provisions for Wiring, Power Supply, And Charging of Devices Shall Be Provided by The Manufacturer. At Present Wi-Fi Is Not in The Scope of This RFP.
39	Luggage Box	It Should Be Minimum Of 14 Cubic Mtr. Capacity
40	Automatic Fire Suppression System for Engine	Minimum 1 Kg. Capacity
41	Inside Hat Rack	Modular Hat Rack Integrated with A.C. Duct
42	Roof Hatch	Two Nos. To Be Provided
43	Entertainment System	2 Nos. Of Tv And 1 DVD Player Having USB Port to Be Provided.
44	Panic Bottom	To Be Provided as Per Standard and Govt. Norms
45	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. At Present OBU Is Not in The Scope of This RFP.
46	Guarantee/ Warranty	Manufacturer Shall Give the Warranty of The Bus for Its Structure & Chassis Aggregates, Minimum Two Years or Three Lakhs Kms. Whichever Is Earlier.

6.4 Inspection of Buses

- a) 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.
 - i. Structural assembly stage before paneling in all buses.

- ii. Paneling and painting stage of buses including shower test.
 - iii. Final completion after paneling and equipping/painting of buses (Fully built buses).
 - iv. Initial run of the buses to assess the operation and quality.
- b) 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.

6.5 Training

The OEM/Bidder shall arrange orientation training for drivers @ three drivers per bus at Drivers Training Centre for at least one week before the actual commissioning of the buses. Similarly, this training will be provided 'free of cost' as and when required by the Authority throughout the contract period from the date of delivery of buses. Course material/Manuals of maintenance/repair will be provided by OEM on 'free of cost' basis. Bus fuel/ available facilities with the Authority will be provided by the Authority.

7. Termination For Default

7.1 The TIA 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 OEM/Bidder, terminate the contract in whole or in part and forfeit the performance security along with interest thereupon:

- If the OEM/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 TIA.
- If the termination happens due to any reason clauses for transfer of assets and spare parts should be mentioned. At least 1 year AMC spare parts should be provided by the OEM.
- If the OEM/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

8. 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 OEM/Bidder for not performing his obligations under this clause/contract.
 - Any waiver/extension of time in respect of the delivery of any installment or commissioning of buses shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.
 - If such inability on account of force majeure to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- 8.1** 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. If the OEM fails to complete the supplies within the contracted delivery period, the TIA shall take actions as per General Conditions of Contract.
- 8.2** The OEM/Bidder shall, as may be required by the TIA, deliver at the place/places detailed in the contract, or purchase order, the quantities of the buses detailed therein. The buses shall not be delivered later than the dates specified in the contract/purchase order otherwise penalties will be imposed as per RFP.
- 8.3** The OEM/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 OEM fails to commission the buses during the aforesaid period, the TIA shall take action as per clause 7.10 of General Conditions of Contract.
- 8.4** The Authority shall not be liable to render assistance to the OEM/bidder in securing or in arranging or providing transport for the ordered Buses.
- 8.5** The OEM/Bidder shall give call for pre-dispatch inspection of the buses, failing which Authority shall not be liable for delay in inspection and supplies of buses.

8.6 The OEM/Bidder shall allow reasonable facilities and the free access to his works and records to the Depot Manager, or such other Officer is nominated by the Authority for the purpose of ascertaining the progress of the deliveries under the contract.

8.7 A failure or delay by the OEM/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 OEM /bidder from the date of clearance by the Authority.
- 9.2** The increase of quantity shall be incorporated through an amendment. For the additional quantity, additional delivery period proportionate to the delivery period of the ordered quantity will be allowed. The OEM/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. Warranty

- 10.1** There will be standard warranty for two years or 3.0 LAKH KM (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 OEM free of charge at the OSRTC workshop/depot or in special case at OEM specified Workstation.
- 10.2** 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 TIA 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.

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

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: **“RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.)**

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 uploads the Applications in response to the RFP.

1. I/We have studied the RFP document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process.
2. This statement is made for the selection purpose of qualifying as an Applicant for the selection.
3. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticating the qualification statement.
4. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. 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.
6. My/Our Application is consistent with all requirements of submission as stated in the Selection Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our application.
7. 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.
8. 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.

9. 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.
10. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
11. I/We upload 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.
12. I/We offer an EMD of Rs. _____/- (Rupees _____ Only) vide _____ [DD no./ BD No., name of bank] to the Authority in accordance with the RFP Document.
13. 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: Selection 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 Guarantee/ 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 400 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/ Chartered Accountant of the Bidder for total turnover.</p>	

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Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No
PQ5	Net worth	The Bidder should have 200 Crore 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-IX.	
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 200 buses on an Average annually in last 5 years in India from the last date of Submission of the bid.	Manufacturer Undertaking Certificate on letter head	
PQ8	Relevant Experience	The bidder must have supplied on a cumulative of 50 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 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 have bus body manufacturing facilities and plant of appropriate size/capacity and	<ul style="list-style-type: none"> • ARAI/ICAT/CIRT approval Certificate of bus 	

Sl. No.	Basic Requirement	Specific Requirement	Documents required	Page No
		accredited as per relevant AIS and IS Standards.	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	A Bidder Should have Bus warranty with minimum period of 2 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 letterhead.	

Annexure IV: Details of Bidder

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

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date

Annexure V: Power of Attorney (On Stamp Paper)

(On Requisite Stamp Paper)

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

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

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

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

- To act as the company/partnership/ proprietary firm official representative for uploading 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, upload information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application.
- To upload 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.

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

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

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

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should upload 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 legalized 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 “RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.”**would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the agreement period. Dated this Day of..... 2023.

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VII: Self-declaration for Non-Performance

{Company Letter head}

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

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VIII: Technical Capacity of the Bidder

Sl. No.	Name of project	Client / Agency	Period	Total number of Buses	Remarks
1					
2					
3					
4					

Note:

1. 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	2020-21		
2	2021-22		
3	2022-23		
4	Average		

Name of Bidder's Bankers:

Address of Bidder's Bankers:

Instructions

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

Dated this _____ day of 2023.

Name of the CA:

Signature of certifying CA

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

(On bidders Letter Head)

Date: (Last Date of Submission)

To

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

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

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

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

Annexure XIII: Statement of No-Deviation in Delivery Schedule

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

Name of the bidder

Sign of the Authorized Signatory

Name of the Authorized Signatory

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

Annexure XIV: Details of Technical Qualified and Experience Personal

To

Date: _____

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

Sl. No.	No. of Personnel employed	Period (Years)

Yours faithfully,

Name

Name of the Producer

Annexure XI: Format of Bank Guarantee for EMD

To

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

In accordance with the provisions of the RFP document, (Name and Address of the OEM) here by deposits with the (Name of the purchaser).

We the (Bank or Financial Institution) agree that the OEM shall have right to demand, not exceeding, full or part of the amount of (amount of guarantee) (In words).

It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. xxxxxxxxxx/- (in words) as Earnest Money Deposit.

M/s. (Hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish EMD in respect of the said sum of Rs. xxxxxxxxxx/- (in words) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the OEM. 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 OEM 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 would be taken for the EMD of the said agreement.

This EMD is valid for a period of (Duration in days (months) in figures and words) from the date of bidding. (The initial period for which this EMD will be valid must be for at least days/months longer than the anticipated expiry date of the said RFP (as the case may be) as stated in the 'RFP'. We undertake not to revoke this EMD during its currency without the written consent of the Authority.

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

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

The expressions "the Authority", "the Bank" and "the OEM" hereinbefore used shall include their

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.

respective successors and assignees.

In witness whereof I/We of the Bank have signed and sealed this EMD 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.

Signature:

Name:

Address:

Witness 2.

Signature:

Name:

Address:

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

Sub: “RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes with Annual Maintenance Contract (AMC)”

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 “ **Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes with Annual Maintenance Contract (AMC)**”, we hereby provide our Financial Proposal.

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

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.

Contact No.					
Name of the Bidder:					
DETAIL OF PRICE BID					
Sl. No.	Description	Units	Price per Units 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	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with Pushback Seats	28			
2	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with semi-sleeper seats	94			
Annual Maintenance Contract (AMC)					
3	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with Pushback Seats	28			
4	High End Ultra Luxury Fully Built AC Buses (BS-VI MODEL) with semi-sleeper seats	94			

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

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

Note:

- Tender shall quote Unit Price including transportation charges, toll charges, insurance

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.

charges, training charges, temporary registration charges or any other charges from OEM Manufacturing Unit to destination OSRTC, workshop at Odisha and any other financial component defined in RFP but excluding GST.

- Proof of having deposited Goods & Service tax etc. as per rules enforce be provided.

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

This Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

Name, Title, and Address of the Authorized Signatory



Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

**Design, Manufacture and Supply of High-End Ultra
Luxury Fully built AC Buses for Managing Public
Transport across Tier-III Routes under Annual
Maintenance Contract (AMC) model.**

Draft General Condition of Contract (GCC)

Issued By

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

1 INTERPRETATIONS

In the contract, unless the context otherwise requires:

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

2 PARTIES TO THE CONTRACT AND THEIR OBLIGATIONS

- 2.1 The parties to the contract are the OEM and the TIA, as defined in RFP Document.
- 2.2 A person signing the bid or any other document in respect of the contract on behalf of the OEM without disclosing his authority to do so, shall be deemed to have the authority to bind the OEM to fulfil his obligations as mentioned in such bid or document. If it is discovered at any time that the person so signing has no authority to do so, the TIA may, without prejudice to any other right or remedy of the TIA, cancel the contract and make or authorize the making of a purchase of the buses at the risk and cost of such person and hold such person liable to the TIA for all costs and damages arising from the cancellation of the contract including any loss which the TIA may sustain on account of such purchase.
- 2.3 Any approval that may be given by the TIA or Depot Manager on behalf of TIA shall only be deemed to be the approval in principle. Notwithstanding such approval, the OEM shall be fully and totally responsible for the satisfactory performance and compliance with contract specifications, terms & conditions.

- 2.4 In case of any inter-se conflict between any provisions/ stipulations in the Bid Document or in the Contract Document, the decision of the TIA for interpretation/ application would be final and binding on the OEM.
- 2.5 The OEM shall be absolutely liable for the Comprehensive Maintenance of the buses as per the Terms & Conditions and technical specifications of the vehicle manufacturer. It shall not be open to the OEM to contend at a later stage that a particular change/ deviation in the Terms & Conditions is not compatible with the maintenance of the bus or affects performance. Any losses, whatsoever, which are occasioned on account of the maintenance / technical failure of the bus, shall be borne by the OEM.

3 CONTRACT

- 3.1 The contract shall be for Comprehensive Annual Maintenance Contract of Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model to be supplied by the bidders against RFP of the description, technical specifications and in the quantities set forth in the contract on the date or dates specified therein. The Buses shall be maintained of the best quality and workmanship to the satisfaction of the Depot Manager and TIA.
- 3.2 The OEM shall also be required to carry out accidental repairs of buses attributable to the OEM or to the TIA or due to natural calamities etc. The cost of repairs i.e., cost of spare parts & labour charges on account of the accidental buses attributable to the TIA bus crew or due to war, civil commotions, strikes, floods, earthquake, explosion etc. and not attributable to defects/ mechanical failures/ fire, shall be borne by the TIA. Repairs due to accidents because of the reasons attributable to the defects/ mechanical failure/ fire in the bus shall be the responsibility of the OEM. TIA's decision regarding whether the accident is because of defects/ mechanical failure/ fire or otherwise shall be final and binding.
- 3.3 The whole contract is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the TIA, who both personally and by its any person acting through or under TIA, shall have full power, at every stage of progress, to inspect the Buses with respect to maintenance at such times as he may deem fit and to reject any of the maintenance activity in the Bus/ item, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications/work shall be final and conclusive.
- 3.4 After the award of the Contract, the TIA reserves its right to not to respond to any query/ clarifications sought by the OEM in respect of the Contract or not to provide clarifications, if the TIA in its sole discretion considers that no reply is necessary.

4 PERFORMANCE SECURITY

- 4.1 The OEM shall furnish Performance Security encashable at Bhubaneswar in the form of Account Payee Demand Draft/ Fixed Deposit Receipt or in the shape of a Bank Guarantee in the Proforma prescribed in the RFP document within 21 days from the date of dispatch of the 'Letter of Acceptance' of the bid by the TIA, for an amount equivalent to **10 (Ten) % of the *Annual Contract value** calculated for all the allotted buses as per the highest slab rate of AMC rates of the contract in Indian Rupees. The Bank Guarantee/ Fixed Deposit Receipt should be from any Scheduled Commercial Bank (licensed by RBI) or confirmed by any Indian nationalized bank.
- 4.2 If the Bidder, having been called upon by the TIA to furnish Performance Security, fails to furnish the same, it shall be lawful for the TIA:
- To recover from the OEM the amount of Performance Security by deducting the amount from the pending bills of the OEM under any contract with the TIA or the Government or,
 - To forfeit the EMD and cancel the contract or any part thereof and to get it maintained or authorize the maintenance of the buses at the risk and cost of the OEM and in that event the provisions of sub-clause 8.2 of GCC shall apply as far as applicable.
- 4.3 The TIA shall be entitled, and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the OEM in the fulfilment or performance in any manner whatsoever of the contract under reference or any other contract with the TIA or any part thereof to the satisfaction of the TIA. The TIA shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the TIA may suffer or be put to by reason of or due to any act or other default, recoverable by the TIA from the OEM in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the OEM to maintain the amount of the performance security at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the TIA shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the OEM under this or any other Contracts with the TIA.
- 4.4 The Bank Guarantee shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e., Comprehensive Maintenance for the buses of the make to be supplied by the bidders against RFP till their operation of 15,00,000 Kilometers / 10 Years. The Bank Guarantee shall be valid for at least six months beyond completion of contract period of 10 years from the date of delivery of last bus. On the satisfactorily performance and completion of the contract in all respects the Bank Guarantee will be returned to the OEM without any interest and upon submission of no claim certificate.

- 4.5 As and when, an amendment is issued to the contract, having an impact on amount and validity of Performance Security, the OEM shall, within fifteen days of the receipt of such an amendment furnish to the TIA an amendment to the Bank Guarantee rendering the same valid for the contract as amended.
- 4.6 The Bank Guarantee and/ or any amendment thereto shall be executed on a stamp paper of requisite money value in accordance with the laws applicable in India by the party competent to do so.
- 4.7 Fresh Performance Security in the event of the encashment of the Performance Security by TIA pursuant to an Encashment Notice issued, the OEM shall within 30 (thirty) days of the Encashment Notice furnish to TIA Fresh Performance Security. The provisions set forth in above shall apply mutatis mutandis to such fresh Performance Security.

5 ALLOTMENT SCHEDULE

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

6 OEM'S OBLIGATIONS

- 6.1 **MAINTENANCE TO BE EFFECTED WITHOUT TIME OVER-RUN:** The OEM shall be responsible for maintenance of the buses immediately under contract on delivery of the same in the allotted depots after registration.
- 6.2 The OEM shall allow reasonable facilities and free access to the maintenance works and records to the Depot Authority/the Depot Manager or such other Officer as may be nominated & deputed by the TIA for the purpose of ascertaining the maintenance works under the contract.
- 6.3 In case of a failure for non-compliance of the contractual conditions by the OEM in the performance of his obligations for maintenance/repair of buses, the TIA at his discretion may take the following actions:
- i. Imposition of pre-estimated damages towards failure to make available 98% for first 3 years / 95% rest of the contract period, buses for operation as per 7.1 of GCC.
 - ii. Forfeit the Performance Guarantee; and/ or
 - iii. Effect the maintenance/repair at the Bidder's risk and cost for entering into fresh contract as per clause 8.2 hereinafter; and/ or.
 - iv. Terminate the contract for non-compliance of the contract.

- 6.4 The OEM shall notify the TIA, in writing, of all sub-contracts, awarded under the contract, if not already mentioned in the bid. Such notification in the original bid or later shall not release the OEM from any liabilities or obligations under the contract.
- 6.5 The OEM is expected to maintain all the assemblies/subassemblies/items/parts etc. for proper functioning of the Bus in accordance with the technical specifications of the present model and recommendations of the VM/OEMs with respect to preventive maintenance services and dockings including for consumables.

7 PRE-ESTIMATED DAMAGES

- 7.1 The OEM shall be required to undertake bus-wise maintenance on regular basis to ensure at least 98% for first 3 years / 95% rest of the contract period Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 98% for first 3 years / 95% rest of the contract period Depot-wise availability, the OEM shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 500 Kms.
- 7.2 Besides, if the bus breaks down enroute after leaving the depot on shift duty and could not complete the scheduled Kilometers, a pre-estimated damage shall be recovered amount equal to miss kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the TIA. The OEM can also inspect the records, if so desires.
- 7.3 However, the OEM shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the OEM or from the performance security. The OEM agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner.
- 7.4 In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of OEM, this period shall be excluded while calculating the availability of the buses on six monthly basics. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody, this period shall be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the OEM.
- 7.5 Further, the OEM will not be liable for any pre-estimated damages in accordance with Clause 7.1 in such cases, inter alia, for non-availability of buses due to bus made available but not out-shredded as per requirement of the TIA or due to nonavailability of drivers/conductors/ late out shedding due to late reporting of drivers/ conductors of the TIA or for any other reason for which the OEM is not liable/ responsible.

- 7.6 The pre-estimated damages shall be capped to 10% maximum (inclusive of duties & taxes) on monthly basis in case the assured daily shift wise fleet availability is achieved during the month. However, there will be additional damages on the number of buses which are short during the month in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period.
- 7.7 The OEM agrees that pre-estimated damages mentioned in clause 7.1 & 7.2 above are fair and genuine pre-estimates and not by way of penalty. The OEM also agrees that he shall not dispute the same in any manner.

8 TERMINATION FOR DEFAULT

- 8.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the OEM, terminate the contract in whole or in part:
- a) if the OEM fails to maintain any or all of the buses specified in the contract pursuant to clause 7 and/ or
 - b) if the OEM fails to perform any other obligation(s) under the contract.
- 8.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to subclause 8.1 above, the Purchaser may enter into fresh contract with any other OEM for completing the unfulfilled portion of the contract and the OEM (whose Contract is terminated) shall be liable to the Purchaser for any excess costs for maintenance of such buses Upto 15,00,000 KMS.

9 FORCE MAJEURE

- 9.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.
- 9.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative.
- 9.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc or any price escalation or change in any duty, tax, levy, charge etc shall not be an excuse for the OEM for not performing his obligations under this clause/ contract.

- 9.4 Any waiver/ extension of time in respect of the delivery of any instalment or commissioning of buses shall not be deemed to be a waiver/ extension of time in respect of the remaining deliveries or commissioning of buses or completing balance portion of work for setting indigenous production facilities for the buses.
- 9.5 If such inability on account of force majeure to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.
- 9.6 Notwithstanding the provision of clauses 6, 7 and 8 the OEM shall not be liable for forfeiture of his performance security, pre-estimated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

10 INDEMNITY

- 10.1 The OEM should indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the premises of Purchaser and any loss or damage to property of Purchaser sustained due to the acts or omissions of the OEM irrespective of whether such liability arises under the Workman's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time.

11 SAFETY MEASURES

- 11.1 The OEM should take all precautionary measures in order to ensure the protection of his own personnel/ any other personnel moving about or working on the premises of the Purchaser / TIA i.e., OSRTC. The OEM shall develop safety procedures for the Project and shall implement the safety procedures throughout the Contract Period.
- 11.2 The OEM should abide by and conform to all the rules and regulations of Purchaser in force from time to time and ensure that the same are followed by his representatives, agents, sub-OEM or workmen working in the premises of Purchaser. The OEM shall, after prior consultation with the Purchaser, implement all alterations to the Bus Maintenance Services which are required by any Applicable Laws which comes into force after the Effective Date relating to safety. The OEM shall comply, and his Sub OEMs shall comply with the requirements of all relevant Government Authorities.
- 11.3 The OEM shall be responsible for all safety matters related to the performance of the Project and shall manage on behalf of the Purchaser all safety requirements related to the Bus maintenance in accordance with all Applicable Laws.

- 11.4 The OEM should ensure that while working in the premises of Purchaser, unauthorized, careless or inadvertent operation of installed equipment/ buses which may result in accident to staff and/ or damage to equipment/ buses, does not occur.
- 11.5 Without prejudice to the OEM's obligation to ensure the safety of the Bus Service, the OEM shall:
- a) comply with Applicable Laws.
 - b) provide all appropriate measures in the providing Bus Maintenance Services and maintenance of the Project Facilities to ensure, so far as reasonably practicable, the safety of all passengers, OEMs, staff and the general public.
 - c) consult with Purchaser and adopt the requirements of the emergency services.
 - d) have due regard for the safety of third parties, in particular pedestrians and other road users, in maintenance of Project Facilities.
- 11.6 The OEM shall participate in any safety and emergency planning forum together with relevant third parties, which shall include, as a minimum, the Purchaser and the emergency services. This forum will consider and agree the safety matters and safety risks presented by the Project, consult relevant internal and external stakeholders and examine these risks in a thorough manner and plan the appropriate contingencies.
- 11.7 Response to Emergencies:**
- i. The OEM shall react safely and quickly to emergencies in all aspects of the Project.
 - ii. The OEM shall co-operate with relevant Fire Services, Police, and any other Government Instrumentalities wherever necessary.
 - iii. The OEM shall develop an Emergency Management Plan that sets out its predetermined actions to providing a response to a major crisis or emergency occurring at Maintenance Depots ("Emergency Management Plan").
 - iv. In developing the Emergency Management Plan, the OEM shall consult with all relevant Government Instrumentalities, emergency services and local authorities.
 - v. All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
 - vi. The OEM shall ensure that all staff are given clear instructions in line with the Emergency Management Plan, including training to deliver the required instructions to the staff.

- 11.8 The OEM shall comply with all Applicable Laws relating to the reporting of accidents, incidents, fatalities, injuries, and dangerous occurrences. The OEM shall liaise with the Purchaser in relation to the reporting of any incident and the future measures to be taken to prevent the recurrence thereof.

12 OPTION CLAUSE

- 12.1 The Purchaser reserves the right to increase the number of Buses for maintenance by him by 25% (twenty-five percent) of the initially contracted numbers of Buses, (i.e., the number of buses for maintenance in the LoA) at any time till the completion of delivery of the entire number of Buses without any change in the Price or other Terms & Conditions.
- 12.2 The increase of quantity shall be incorporated through an amendment. The OEM will have to deposit performance security of additional amount separately within 21 days from the date of amendment of increased quantity in the same manner & method prescribed in clause 4 of GCC.

13 CORRUPT PRACTICES

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

14 INSOLVENCY AND BREACH OF CONTRACT

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

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

15 LAWS GOVERNING THE CONTRACT

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

16 SETTLEMENT OF DISPUTE AND ARBITRATION

16.1 Amicable Resolution

- a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.

- b) Either Party may require the Dispute to be referred to General Manager, OSRTC for amicable settlement. Upon such reference, both the Parties and the General Manager, OSRTC or his nominee (who can be an employee of OSRTC dealing with the Contract or otherwise) shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given in clause-16.2 below.

16.2 ARBITRATION

a) Arbitrators

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

b) Place of Arbitration

The place of arbitration shall be Bhubaneswar, Odisha.

c) Language

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

d) Procedure

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

e) Enforcement of Award

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

f) Fees and Expenses

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

g) Performance during Arbitration

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

17 SECRECY

- 17.1 Any information obtained in the course of the execution of the contract by the OEM, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 17.2 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to get them maintained or authorize for the maintenance of the buses at the risk and cost of the OEM in accordance with Clause- 6 and 8 thereof as applicable.

18 OEM'S RESPONSIBILITY

- 18.1 The OEM shall be entirely responsible for the execution of the contract strictly in accordance with the Technical Specification, General Terms & Conditions of Contract, Instruction to the Bidders and other conditions of contract.
- 18.2 Any approval that may be given by the Purchaser or Depot Manager or any agency on behalf of the Purchaser (OSRTC) shall only be deemed to be the approval in principle. Notwithstanding such approval, the OEM shall be fully and totally responsible for the satisfactory performance and compliance with the contract specifications and Terms & conditions.
- 18.3 The OEM shall be responsible for taking all the necessary approvals and permissions from the OSRTC as the case may be.
- 18.4 The OEM shall ensure for 'No deviation in specification' in the Bus while offering of buses for roadworthiness in addition to meeting other requirements as specified in the contract.

19 WARRANTY PERIOD

19.1 The OEM, if being authorized network of Vehicle Manufacturers (VM) cum OEM, will be responsible for getting any claim under warranty period directly from the VM and to get any design modification required to be made in any assemblies/ sub-assemblies such as engine, Automatic transmission, high pressure regulator, catalytic converter, self-starter & alternator, air suspension, front axle, rear axle, steering, electronic destination boards of the buses, pneumatically operated doors, ITS enabled bus with inbuilt GPS System, Heating Ventilation and Air Conditioning (HVAC) System etc. the period of 2,00,000 Kms. or three years of operation whichever is earlier. For any such design modification, the warranty period would commence from the date when the design modification in the aforesaid assemblies/ sub-assemblies/ equipment etc. is re-commissioned in service.

20 PAYMENT TERMS

20.1 **PAYMENT OF THE BUSES:** Payment for AMC will be made on monthly basis. After every month, the OEM will submit the bills and the Purchaser will arrange the payment within 30 days of receipt of bills complete in all respect with the required supporting documents subject to recoveries, if any, on account of pre-estimated damages towards failure to make available 98% for first 3 years / 95% rest of the contract period buses for operation/ water & electricity charges etc on monthly basis and any other charges recoverable as per Terms and Conditions of the Contract. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the OEM as per applicable law. The following documents are to be submitted along with the Bills:

- a) Staff strength with detail of name, designation, ESIC no., Provident Fund no. etc.
- b) Detail for the ESIC contribution deposited of the Staff.
- c) Detail for the Provident Fund deposited of the Staff.
- d) Other document as required by the Purchaser.

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

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

21 AMENDMENTS

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

22 SAILIENT TERMS & CONDITIONS OF COMPREHENSIVE AMC

- 22.1 The Vehicle Manufacturers (VM) cum OEM directly and also through their authorized network meeting eligibility requirement shall be required to submit their comprehensive AMC offer for maintenance of buses up to 15,00,000 Kilometers tentatively in 10 years operation for complete bus system taking into account preventive/ docking/ routine maintenance including on account of normal wear & tear, minor/ major repairs/ over-hauling of assemblies/ sub-assemblies and break downs, fire as well as accidental repairs (mechanical & body), tyre cut/ damage, broken lights and routine mechanical/ body repairs etc. inclusive of labour cost to ensure 98% for first 3 years / 95% rest of the contract period. The comprehensive AMC offer shall also be inclusive of consumables, spare parts, replacement of assemblies/ subassemblies, systems/sub-systems, and all value added services as per AIS:140/ BIS: 16833 such as Vehicle Tracking System (GPS Device), Security Camera Network (CCTV) with Panic Button, Led Destination Board System (LDBS) as per IS: 16490, Feeding of Routes & Bus stops, scrolling messages as per the requirement of the Depots in Odia & English for manually as well as through GPS with Voice Announcement System, Heating Ventilation and Air Conditioning (HVAC) System etc. The OEM shall be responsible for carrying out repairs/ maintenance/ servicing etc. for complete buses (including supply of consumables, replacement & fitment of spare parts/ body parts/ aggregates/ assemblies/ sub-assemblies etc.) Upto 15,00,000 Kilometers. The OEM shall be required to carry out all accidental repairs of buses under comprehensive AMC whether attributable to the OEM or to the Purchaser or due to natural calamities.
- 22.2 The OEM shall also undertake the replacement of worn out or damaged bus parts like Marine Boards, Door Rubbers, Handholds, Window Catchers, Fire Extinguisher Boxes, Roof Hatch, Hammers, Amplifiers etc. of the buses during AMC Period.
- 22.3 The OEM shall be required to maintain/ replace all graphics/ Registration Numbers both interior & exterior of the buses including additional graphics as required/ on account of any Government Notifications during AMC Period.

22.4 The OEM shall be required to engage adequate skilled and trained technical & other manpower for proper maintenance & presentability of buses during the AMC Period. The buses are expected to be operated daily in one or more shifts. Depot-wise 98% for first 3 years / 95% rest of the contract period availability of the buses shall be calculated using shift wise availability of each Bus on six monthly bases. A bus made available for morning out shedding as per Depot out-shedding schedule latest by 9 AM shall be considered available for the morning shift. Similarly, a bus made available for evening out shedding as per Depot out-shedding schedule latest by 6 PM shall be considered available for the evening shift. However, the buses have to be made available by the OEM for use by the Purchaser for morning & evening shifts shall be as per Depot Schedules for the buses and the Purchaser reserves his right to alter the schedule time of the buses. It implies that the OEM shall make available each Bus should be available for 98% for first 3 years / 95% rest of the contract period of shifts taken on six monthly basis. If the bus fails to go on scheduled duty because of some maintenance/mechanical defects/ breakdown but leaves the depot after 9 AM/ 6 PM i.e., late, it will not be considered available for that shift. Besides, if the bus breaks down enroute after leaving the depot on shift duty and could not complete the scheduled Kilometers, a pre-estimated damage shall be recovered amount equal to missed kms. multiply by prevailing Basic AMC rate of that bus at that time. For every Bus, record will be maintained by the Purchaser. The OEM can also inspect the records if he desires. The Fleet Status Report after every Final Morning and Evening Out shedding shall be provided by the OEM.

22.5 In case buses do not operate in any particular shift(s) because of natural disaster, riots or such other reasons beyond the control of OEM, this period shall be excluded while calculating the availability of the buses on six monthly basis. Similarly, where the bus cannot operate because of being impounded in police/ judicial custody, this period shall be excluded for calculating the availability of the bus provided the non-availability of the bus is not due to an event caused by improper maintenance or negligence on the part of the OEM.

Further, the OEM will not be liable for any pre-estimated damages in accordance with Clause 22.10 in such cases, inter alia, for non-availability of buses due to bus made available but not out-shedded as per requirement of the Purchaser or due to nonavailability of drivers/conductors/ late out shedding due to late reporting of drivers/ conductors of the Purchaser or for any other reason for which the OEM is not liable/ responsible.

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

22.7 These buses shall be attended at Purchaser Depots as well as for minor repairs online to minimize down time. The OEM shall be required to remove the breakdown bus from the spot immediately to save traffic jam/ inconvenience to other road users. The maximum attending time/ removal of breakdown bus online shall be 4 hours within District HQs or in immediate vicinity of District HQs (i.e., time required for OEM's maintenance engineers to report to the site and attending the breakdown after a request call/email is made). Any delay beyond 4 Hrs online will attract additional Pre-estimated damage of 50 % of the missed kilometre multiplied by AMC rates. The OEM shall be required to maintain a minimum of adequate number of Recovery Vans/ Cranes so that the breakdown bus is immediately removed from the roads to clear the traffic jam. During AMC Period, the OEM shall be required to deploy well-trained Engineers/ Technicians/ trained staff/ manpower etc. to attend to the maintenance/ repairs and servicing of bus(es) and for quality assurance/ control/ checking/ preventive maintenance/ record-keeping etc. prior to the scheduled departure of each bus.

22.8 The OEM shall be required to undertake bus-wise maintenance on regular basis to ensure at least 98% for first 3 years / 95% rest of the contract period Depot-wise availability during AMC period. In case of failure to arrange for an immediate repair/ maintenance to keep 98% for first 3 years / 95% rest of the contract period Depot-wise availability, the OEM shall be liable for imposition of pre-estimated damages @ Basic AMC rate multiplied by 500 Kms. However, the OEM shall ensure that no bus shall be held up beyond 15 days continuously. The amount of pre-estimated damages will be recovered from AMC Bills/ outstanding payments of the OEM or from the performance security. The OEM agrees that the aforesaid pre-estimated damage are fair and genuine pre-estimates and shall not dispute the same in any manner. The pre-estimated damages shall be capped to 10% max on six monthly basis in case the assured daily shift wise fleet availability is achieved during the six months. However, there will be additional damages on the number of buses which are short during the six months in case of non-achievement of assured daily shift wise fleet availability for the reasons attributed on the part of the service provider of AMC services during the contract period. Drivers are instructed to lodge a complaint, if any, at the end of each shift to enable OEM to rectify the defects. If a complaint is made by the driver just before the out shedding of the bus in the respective shifts the OEM shall be given sufficient reasonable time as required for rectification thereof starting from the time the complaint is received.

Such bus will not be considered as not available or late out shedded if the OEM rectifies the complaint within that reasonable time period and makes it available for out shedding, be it beyond the 9 AM/ 6PM.

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

RFP for Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.

SI No	Year of Operation	Period (Kms.)	Total Kms
1.	1 st year (excluding items covered in Warranty)		
2.	2 nd year (excluding items covered in Warranty)		
3.	3 rd year (excluding items covered in Warranty)		
4.	4 th Year		
5.	5 th Year		
6.	6 th Year		
7.	7 th Year		
8.	8 th Year		
9.	9 th Year		
10.	10 th Year		
11.	11 th Year		
12.	12 th Year		
13.	13 th Year		
14.	14 th Year		
15.	15 th Year		

- 22.10 All supplies of spares for above AMC will be arranged by OEM by using his own resources including imports. All spares supplied will be of manufacturer's brands or brands as indicated by the OEM in the bid and/ or in the Contract. The alternate brand meeting the contract specifications may be allowed with prior intimation to the Purchaser subject to meeting the required specification. The consumables & lubricants shall be of brands as recommended by the manufacturer.
- 22.11 The Purchaser shall provide existing maintenance facilities available in the Depot on 'as is where is bases to the OEM.
- 22.12 The OEM will be responsible to make his own arrangement for Plant & Machinery, Tools, Jigs & Fixtures, Washing Plant required for proper maintenance of buses.
- 22.13 The OEM is required to create maintenance facilities at OSRTC's Depots within three months from the date of issue of Letter of Acceptance (LOA). No pre-estimated damages towards non-availability of 98% for first 3 years / 95% rest of the contract period of buses shall be levied on the OEM in case where Low Floor Bus maintenance facilities are not there, for next four months due to any delay in creation of facilities of Service Pits & Rooms to the OEM besides Effluent Treatment Plant, Tower Lights, Water Softening Plant i.e., no pre-estimated damages for 7 (3 + 4) months from the date of issue of LOA.
- 22.14 OEM shall be required to bear the expenditure towards cost of Electricity, Water as made available on chargeable basis and such other charges which he has to incur to provide the AMC services. OEM shall settle all the expenditure towards Electricity, Water and such other charges/ bills, which he has to incur to provide the AMC services, on regular basis and submit documentary proof in support of that along with bill for AMC payment. In case OEM fails to pay the outstanding bills of Electricity, Water etc. as mentioned above, the Purchaser will make the payment of AMC charges after recovering necessary deduction on account of outstanding bills. The formula for recovery of electricity and water charges from service provider.
- 22.15 The Purchaser will allow the OEM to use available workshop facilities of the concerned depots only for the purpose of maintenance/ repair work of the Purchaser's buses. The OEM shall ensure the use of these workshop facilities properly and maintenance/ repair of the same will be the responsibility of the OEM.
- 22.16 Necessary construction work for all the workshop activities like installation of Plants & Machinery, washing platform, storage of material and lubes, Hand tools, other special tools, tools etc. required for repair & maintenance work will be arranged by the OEM at his cost.
- 22.17 The OEM will be responsible for overall housekeeping of the workshop area which includes cleaning, drainage, clearing garbage disposal etc. to keep the workshop area in tidy and hygienic condition.

- 22.18 The OEM will maintain the buses online for minor repairs. The repairs of routine nature/ inspection of the buses shall be undertaken at Purchaser's depot(s). The OEM shall be solely responsible for major repairs such as overhauling of assemblies/ sub-assemblies, systems/ sub-systems, retreading & repairing of tyres, accidental bus repairs etc. No extra cost shall be paid by the Purchaser for towing of breakdown/ accidental buses from breakdown/ accident place to the workshops for repairs.
- 22.19 Payment for AMC will be made on monthly basis. After every month, the OEM will submit the bills and the Purchaser will arrange the payment within 30 days of receipt of bills complete in all respect with the required supporting documents including proof of deposit of PF & ESI etc. with the authorities subject to recoveries i.e., water & electricity charges etc. on monthly basis and any other charges recoverable. Tax Deduction at Source (TDS)/ CGST/SGST will be deducted at source from the payment of the OEM as per applicable law. The pre-estimated damages towards failure to make available 98% for first 3 years / 95% rest of the contract period buses for operation shall be recoverable on six monthly basis as per Terms and Conditions of the Contract. The pre-estimated damages will be calculated. The six-month period could be from January to June and July to December or April to September and October to March depending on the starting date of operation of the Depot. Initially first period for calculation of pre-estimated damages shall not be less than three months or more than nine months.
- 22.20 The OEM shall attend to accidental repairs of buses attributable to the driver of the Purchaser in the shortest possible time at the purchaser's cost (excluding the cost of new parts/items claimed in the repair estimate against serviceable parts/items) in order to make available these buses fit/ roadworthy for operation for convenience of the commuters. The Shift loss for accidental repairs of repeated nature on the part of the Purchaser (time allowed for attending to repeated nature of accidental repairs) for repairs of accidental buses to make them roadworthy has been enclosed. The OEM shall be required to maintain a time register.
- 22.21 In case of Accidental Bus Repairs, the Purchaser and the OEM shall be required to jointly prepare and sign Accident Intimation Report (AIR) as per Proformas 1, 2 & 3 enclosed as Annexure 13, 14 & 15 based on the cost of repairs i.e. Proforma-1 upto 75,000/-, Proforma-2 upto 5,00,000/- & Proforma-3 above 5,00,000/- respectively.
- 22.22 The repair shall be undertaken by OEM only after receiving the signed AIR and approval on cost estimate from OSRTC. After completion of accident repairs, the satisfactory certificate/note as per Annexure 16 will be issued by OSRTC. The cost of spare parts chargeable shall be as per the approved price list and for labour charges based on the Government's notified minimum wages rates for skilled staff applicable in Bhubaneswar and will be revised as per the Government notifications on minimum wages.

The cost of repairs on account of minor scratches, dents & paint touching shall also not be charged to the Purchaser and the bus will be repaired at the cost of the OEM. In case of replacement of metallic parts/ components/ spares/ items/ material/ tyres, a rebate @ 5% of the approved price list shall be given by the OEM to the Purchaser towards retaining the aforesaid unserviceable/ defective parts/ items by the OEM in lieu of salvage value of metallic/ such other parts. The payment towards the accident repair shall be made by OSRTC within 30 days of receipt of the bill. Whenever any deduction will be made by OSRTC from the final invoice of the accidental repair bill, a proper show cause notice clearly reflecting the deductions will be issued to OEM before making final deductions. However, in case of tyre damage due to negligence on the part of OSRTC driver the payment of damage tyre will be made as per RFP.

22.23 OSRTC shall give the approval to cost estimate within the period as mentioned below:

SI No	Cost Estimate	Time for submitting Cost Estimate by OEM	Approval for Accident Intimation Report (AIR) BY OSRTC
1	Repairs upto 75,000/-	01 day from the date of AIR	02 days from the cost of estimate
2	Repairs Upto 75,000/- to 5,00,000/-	03 day from the date of AIR	7 days from the cost of estimate
3	Repairs above 5,00,000/-	05 day from the date of AIR	15 days from the cost of estimate

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

22.24 In case OEM does not perform the AMC Contract satisfactorily, Purchaser may terminate the Contract and forfeit the performance guarantee.

22.25 The OEM shall be responsible for taking Motor Vehicle Inspection (MVI)/ Fitness Certificate, Pollution Under Control Certificate and such other statutory certificates as required from time to time at his own cost during the entire AMC period. No extra time shall be given for maintenance services and other jobs viz. getting pollution certificate, MVI/ fitness certificate etc.

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

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

22.27 The calculation of kilometrage for the purpose of AMC charges and otherwise shall not be as shown by the milometer/ speedometer of the bus. Instead, the Kilometers covered by the buses shall be decided on the basis of actual Kilometers operated by the bus as recorded on the driver's memo and Purchaser's control room for the purpose of AMC charges and otherwise. The kilometrage recorded by the bus in the duty memos shall be regularly transferred to the logbook of the bus for record and for calculating payment of AMC charges. In event of any doubt in respect of kilometres of a route and road conditions, the representatives of the OEM & the Purchaser may carry out joint survey of the route for verification of route Kms as per Driver's memo vis-a-vis actual route Kms. and for the conditions of the road. The verified route Kms as per the joint survey report shall be made applicable by Purchaser from the date of survey without any retrospective claim.

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

22.29 The OEM shall be responsible for all upkeep and maintenance both exterior and interior cleanliness and presentability of each bus at the time of out shedding. The OEM shall ensure that all the buses made available for out-shedding shall be aesthetically maintained in tidy and presentable conditions. In case, a bus is found in untidy and poor presentability condition, a token fine of Rs. 2000/- per bus shall be recoverable from the OEM.

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

- 22.31 The OEM shall take adequate insurance cover for the buses during AMC period, in custody of the OEM for maintenance which shall include 'buses under repair' parked in depots, to indemnify the Purchaser from any loss/ damages caused to the bus including on account of fire. The loss of whatsoever nature/ kind while the bus is in transit from the Depot to the repair/ maintenance workshop, shall be borne by the OEM except and to the extent, it is indemnified or realized from the Insurance Policy of the Purchaser, if any
- 22.32 The Purchaser reserves the right to cancel the Annual Maintenance Contract at any time during the currency of the Contract after giving **three months prior notice** to the OEM. In such case, the OEM shall have no claim on the Purchaser and remove his manpower and all machines/ equipment from the site and vacate the site within three months of receipt of such notice of cancellation of the AMC.
- 22.33 While the AMC requirement in the above clauses has been stated for the morning and evening shift of the buses, the requirement will also be mutatis mutandis be applicable for night shift with the provision that only up to 20% availability of buses will be asked for by the Purchaser for the night shift. In addition, the OEM shall ensure the availability of 100% of the buses on best efforts basis, in the morning shift on certain days, as may be specified by OSRTC, which may include festivals, weekly/ monthly productivity days, non-availability of other public transport modes in city, etc. However, the pre-estimated damages will not be applicable for any shortfall in 100% availability of buses except in cases where the availability is less than 98% for first 3 years / 95% rest of the contract period as applicable in accordance with Clause 22.10.
- 22.34 The OEM will be responsible for meeting the cost and consequences, whether civil or/ and criminal, of any Challan/ fine/ prosecution etc. owing to any act or negligence on the part of the OEM under the Contract.
- 22.35 Adverse operating conditions shall not affect the Contractual obligations and parameters of performance of the OEM under the Contract. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. will not be a defence on the part of the OEM for not fulfilling his Contractual obligations as per the Contract.
- 22.36 The Purchaser reserves his right to install value added services such as phone/ entertainment and information equipment etc. and other gadgets/ equipment such as Automatic Ticketing Machine etc. for any reason including to enhance safety, for commuter convenience, for better quality of service, to meet statutory requirements, etc. The OEM will not claim any share in the revenue, which may accrue to the OSRTC due to the aforementioned services/ equipment/ gadgets. The OEM will also not increase or hike the AMC charges under the contract because of the above. Nor should the quality/parameters of the AMC services provided by the OEM get impaired due to such installations/ equipment.

- 22.37 The Purchaser will carry out inspection & maintain bus-wise record of maintenance & repair work done by the OEM, as per the standard/ norms of Vehicle and the OEM shall be required to co-operate in providing all the details pertaining to spare parts consumed in repairs & preventive maintenance and any maintenance activities carried out etc. The OEM shall also be required to provide details about the technical manpower and miscellaneous manpower deployed for maintenance of buses to the Purchaser.
- 22.38 The depot authorities may inspect the buses of the depot at any time along with the representative of the OEM jointly for condition of bus body, assemblies/ subassemblies, systems/ sub-systems, spares and other accessories. If any of these are found damaged/ tampered/ lost/ missing/ theft, the concerned staff of the Purchaser's Depot/ OEM shall be responsible for the said loss and the amount of loss will be recovered from the defaulter.
- 22.39 The OEM shall be responsible for damages due to manoeuvring of buses inside the Depot by the employees of OEM i.e., Driver/ Staff for repairs/ maintenance/ washing and the cost of damages shall be borne by the OEM.
- 22.40 The Purchaser reserves the right to increase/ decrease the number of schedules sanctioned as well as inter-unit transfer buses as and when required. However, the OEM shall be required to make 98% for first 3 years / 95% rest of the contract period availability of buses to the purchaser. However, the purchaser may utilize these buses as per the requirements.

Annexure – PA I: Integrity Pact

(To be Signed at the time of Agreement)

INTEGRITY PACT (High-End Ultra Luxury Fully built buses under AMC model)

This OEM Integrity Pact (**Integrity Pact**) is executed on this day of 20.... at Bhubaneswar.

BETWEEN

Odisha State Road Transport Corporation (OSRTC), enacted under the R.T.C act (Act No.64 of 1950) in 1950 having its Headquarter office at **Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar - 751001 Odisha, India** (hereinafter referred to as the “**Authority/OSRTC**”, which expression shall include its successors and permitted assigns).

AND

M/s XXXXXXXXXXXXX, a company incorporated under the Companies Act, 1956 having its registered office at **XXXXXXXXXXXXXXXXXXXX** (hereinafter referred to as the “**OEM**”, which expression shall include its successors and permitted assigns).

The Authority and the OEM are hereinafter individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS,

The Authority intends to award, under laid down contract(s) for implement the project of Design, Manufacture and Supply of High-End Ultra Luxury Fully built AC Buses for Managing Public Transport across Tier-III Routes under Annual Maintenance Contract (AMC) model.(hereinafter referred to as the “**Agreement**”).

The Authority necessarily requires full compliance with all relevant laws of the land, rules, and regulations, economic use of resources, and fairness/transparency in relations with the OEM.

In order to achieve these goals, the Authority has appointed Independent External Monitor (hereinafter referred to as the “**IEM**”), to monitor the entire tender process till the final completion of the Agreement for compliance with the Integrity Pact by all the parties concerned for all works covered in the Agreement.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be

entered into,

To enable the Authority to obtain the desired works/ stores/ equipment at the quoted price in conformity with defined specifications in the RFP, Corrigendum and Addendum by avoiding high cost and distortionary impact of corruption on public procurement and,

To enable the OEM to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT (IP) TO IMPLEMENT THE PROJECT OF DESIGN, MANUFACTURE AND SUPPLY OF HIGH-END ULTRA LUXURY FULLY BUILT AC BUSES FOR MANAGING PUBLIC TRANSPORT ACROSS TIER-III ROUTES UNDER ANNUAL MAINTENANCE CONTRACT (AMC) MODEL AND AGREE AS FOLLOWS:

1. Scope

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

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

2 Independent External Monitor (IEM)

2.1 OSRTC has appointed Independent External Monitor (IEM) for this Integrity Pact in consultation with the 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 had 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 (Purchaser/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 of Authority

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

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

5 Commitment of OEM

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

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

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

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

- 5.5** The OEM will disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ Agreement.
- 5.6** The OEM further confirms and declares that it has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to OSRTC or any of its functionaries, whether officially or unofficially, award of the Agreement to the OEM, not has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 5.7** The OEM will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the Agreement.
- 5.8** The OEM will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 5.9** The OEM will not use for purposes of competition or personal gain, or pass on to others, any information provided by OSRTC as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 5.10** The OEM commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the OEM submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 7 of this Pact.
- 5.11** The OEM will not instigate or cause to instigate 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 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 this 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 honoured and implemented by the Parties in its intent and spirit.

12 Review System

12.1 All organizations implementing 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.

IN WITNESS WHEREOF the Parties hereto have placed their respective hands and seals hereto on the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED

For and on behalf of **OSRTC**

Mr. _____

Designation: _____

Odisha State Road Transport Corporation (OSRTC)

Paribahan Bhavan, Sachivalaya Marg,

Unit-II, Bhubaneswar – 751001,

Odisha, India.

Email: _____

Witness:

1.

2.

SIGNED, SEALED AND DELIVERED

For and on behalf of **M/s XXXXXXXXXXXXXXX**

Mr. _____

Designation: _____

M/s XXXXXXXXXXXXXXXXXXXXXXX

Email: _____

Witness:

1.

Annexure – PA II: OSRTC Satisfaction Report For Accident Repair Job

.....Depot

Date.....

The accident repair job for the following bus has been completing to OSRTC's satisfaction. All 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**