

Odisha State Road Transport Corporation

Request for Proposal (RFP)

Selection of System Integrator (SI) on Fuel Utilization Monitoring System (FUMS) for OSRTC

[RFP No. 69 Date: 21/03/2023]

Issued By

Odisha State Road Transport Corporation (OSRTC)
Paribahan Bhavan, Sachivalaya Marg, Unit-II Bhubaneswar751001, Odisha

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 RoadTransport Corporation (OSRTC) or any of its employees or advisors, are provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

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

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

OSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever 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.

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1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidders for providing Fuel Utilization Monitoring System (FUMS) for OSRTC for a period of 24 months from Go-live date. Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on https://osrtc.in for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact +91-9438689207 or +91-8420167711, Email: cmdosrtc@gmail.com

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

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	22/03/2023
2	Uploading of RFP document in OSRTC website	22/03/2023
3	Last date & time for Submission of Queries / Clarification	10/04/2023
4	Response to Queries / Clarification	12/04/2023
5	Last date for Bid Submission	21/04/2023 (03:00 PM)
6	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
7	Date and time for opening of technical bids	21/04/2023 (04:00 PM)
8	Date and time for opening of financial bids	-To be intimated-

3. Introduction

3.1 Background:

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the "Tender Issuing Authority" or "TIA") is engaged in bus transportation operation in 314 routes and as part of this endeavour, the TIA has decided to engage System Integrators for providing Fuel Utilization Monitoring System for OSRTC for a period of 24 months from Go-Live date and has, therefore, decided to carry out the bidding process for selection of entities to whom the Project may be awarded.

- I. The Project requires providing services for the **TIA**. The service area shall be amended as per notifications pertaining the expansion of OSRTC operations as and when applicable.
- II. The TIA intends to **select** Bidder(s) for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

Fuel Utilization Monitoring System (FUMS) shall provide real time monitoring of the fuel consumption by vehicles which will help OSRTC to analyse the fuel usage, fuel theft cases which can then be accounted for. The implementation of such a fuel monitoring system is expected to increase the operational efficiency of the system, and hence enable stress free working environment about efficient fuel utilization on a fleet size of 638 buses operating across 23 depots under 3 divisions spread across 314 routes. Bifurcation of type of buses are as follows.

S. No	Type of bus	No. of buses
1	AC Deluxe	102
2	Hi-Comf	150
3	Hi-Tech.	199
4	LCV	131
5	Volvo	14

3.2 Brief Description of Bidding Process:

The TIA has adopted a three Stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves 3 envelope selection procedure, Pre-qualification of interested Bidders, Technical Qualification 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 Applicant 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 Conference:

- Bidder requiring any clarification on the RFP may send in their queries to cmm cmm or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably .doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website www.osrtc.in
- OSRTC shall endeavor to respond to the questions raised or clarifications sought by the Bidder.
 However, OSRTC reserves the right not to respond to any question or provide any clarification,
 in its sole discretion, and nothing shall 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 orrepresentatives shall not in any way or manner be binding on OSRTC.
- In case of any clarification/ queries, the person to be contacted is as under:

The General Manager (Admin.)

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

4. Instructions to Bidder

4.1 General Terms of Bidding:

- A Bidder is eligible to submit only one Bid for the Project as per the formats given in <u>Annexures</u>.
- Bid documents are being provided only as preliminary reference document by way of assistance
 to the Bidder who are expected to carry out their own surveys, investigations, and other detailed
 examination before submitting their Bids. Nothing contained in the Bid documents shall be binding
 on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in
 relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified
 in the Contract Agreement shall have overriding effect, provided, however, that any conditions
 or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its
 obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should submit a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this RFP and all attached documents are and shall remain the
 property of the TIA and are transmitted to the Bidder solely for the purpose of preparation and the
 submission of a Bid in accordance herewith. Bidders are to treat all information as strictly
 confidential and shall not use it for any purpose other than for preparation and submission of their
 Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of

disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.
- o For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.
- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
 or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation,

the power to direct the management and policies of such person by operation of law.

- The TIA, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

4.2 Acknowledgement by Bidder:

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

- Made a complete and careful examination of the Bidding Documents.
- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.
- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information
 provided in the Bidding Documents or ignorance of any of the Bidder referred to in this clause
 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for
 performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the
 Contract Agreement by the Agency.
- · Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3 Cost of Bidding:

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

4.4 Verification and Disqualification:

• The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask any clarification and decide to consider the same.

- The TIA reserves the right to reject any Bid and forefeet the EMD if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
 - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
 - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this RFP.
 - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding Process In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LoA) or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Agreement, or otherwise.

4.5 Amendment of RFP:

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

4.6 Proprietary data:

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

4.7 Language, Format and Signing of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this RFP. The TIA will evaluate only

those Bids that are received online in the required formats and complete in all respects. The Prequalification and Technical proposal shall be submitted as per the check list provided in Annexures.

- The Financial bid is to be submitted as per the format given in Annexure XII: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the RFP. Any deviations with respect to this may make their Bid liable for rejection.

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

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- ii. EMD* fee in the shape of Demand Draft from any Scheduled Commercial orNationalized Bank
- iii. Annexure I: Covering letter.
- iv. Annexure III: Pre-Qualification Checklist and Supporting documents.
- v. Annexure IV: Details of Bidder
- vi. Annexure V: Power of Attorney
- vii. Annexure VI: Self-Declaration for Non-Blacklisting
- viii. Annexure VII: Declaration for Non-Performance

*If the organization is a MSME then a valid NSIC certificate as on the date of opening of Technical Bid should be submitted as a part of Envelope I.

- o As part of Technical-Qualification, the following shall form part of the proposal (Envelope II):
- i. Annexure VIII: Technical Capacity of the Bidder
- ii. Annexure IX: Technical Evaluation Checklist
- iii. Annexure X: Financial Capacity of the Bidder
- iv. Annexure XI: Work plan, A&M
- The Financial Proposal shall be submitted in formats provided in the following annexures (Envelope III):
- Annexure XII: Format for Financial Proposal
- The Bidder shall submit Pre-Qualification, Technical Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. The Bidder shall submit the hard copy and soft copy in Pen drive.
- of Pre-Qualification, Technical Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with RFP by Speed Post/ Courier service or submit

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

The cover Envelope IV shall clearly bear the following identification: "Selection of System Integrator (SI) for Fuel Utilization Management System(FUMS)" and shall clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to -

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

- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility
 for the misplacement or premature opening of the contents of the Bid and consequent losses, if
 any, suffered by the Bidder.
- Further, Bidder are required to submit all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.
- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the RFP. The cover
 Envelope IV containing Tender processing fee as per RFP & EMD along with Pre-Qualification
 documents (Envelope I), signed copy of the RFP, Technical Qualification proposal (Envelope II)
 and Financial Proposal (Envelope III) shall be submitted at the address provided in the manner
 and form as detailed in this RFP within the due date and time as specified in the RFP.
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.
- Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- Modifications/ Substitution/ Withdrawal of Bids:
 - The Bidder shall modify, substitute, or withdraw the bid prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
 - Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non- responsive.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled or closed by OSRTC. Bidder may by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.

• OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

4.8 Validity of Bid:

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

4.9 Confidentiality:

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

4.10 Correspondence with Bidder:

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

4.11 Earnest Money Deposit (EMD):

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of INR 2,00,000/- (Rupees Two Lakhs) in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. Bidder may by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest,

upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.

- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually
 agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified
 in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged
 and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid
 or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on
 Earnest Money Deposit (EMD) shall be given to any Bidder.
- The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
 - o 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.
 - o 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 breachthereof prior to furnishing the Performance Bank Guarantee.

5. Evaluation of Bids

5.1 Bid Evaluation Committee

- OSRTC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the RFP (Pre-qualification and Technical) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.
- The Bid Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.

- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving anyreasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

5.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 3 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this RFP.
- Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Technical Proposal.
- To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- Any information contained in the Bid shall not in any way be construed as binding on OSRTC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

5.3 Pre-Qualification Proposal Criteria

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

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

S.No.	Basic Requirement	Specific Requirement	Documents required
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 (OR) Partnerships Firm registered under LLP Act, 2008 or Indian Partnership Act 1932. Registered with Goods and Services Tax Network (GSTN). Have been operating for at least fifteen (15) financial years as on 31st March 2022. (Consortium is not allowed)	 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 5 Crore from the last three (3) financial years (FY 19-20, FY 20-21, FY 21-22)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 19-20, FY 20-21, FY 21-22)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-X
PQ6	Certifications	The bidder must possess a valid ISO 9001 / ISO 27000 / CMMI Level 3 certificate as on date of submission of this RFP.	Copy of valid certificates
PQ7	Technical Capability	The bidder must have successfully completed at least one IOT devices-based e-Governance project for not less than 1 Cr for any Government Department / Government Agency / PSU in India during last 5 years as on 31st March 2022. The project should include supply & installation or operations and maintenance of IOT devices.	Work Order and Project completion/Go-live certificate

S.No.	Basic Requirement	Specific Requirement	Documents required
PQ8	Experience in Web based applications.	Bidder should have experience in Cloud-based application development, deployment, O&M (having fuel management and vehicle tracking modules) in Transport domain in Government / Private organization catering to Govt department /ULBs / State Road Transport in India, in last 5 year. Minimum value of project not less than 1 Crore.	Work Order and Completion Certificates from the client
PQ9	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.
PQ 10	Existence in Odisha	The bidder should have an office in Odisha or shall furnish an undertaking to open an office in Odisha within 15 days from award of the project.	Trade License/ Leased Agreement etc. / Declaration
PQ 11	Authorized Representative from Bidder	A power of attorney / board resolution in the name of the person signing the bid.	Original Power of attorney on legal paper/ Board resolution copy
PQ 12	GPS Device	Proposed GPS device must be approved by ICAT / ARAI.	Copies of certificates

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

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

5.4 Selection Procedure:

Only the bidders fulfilling the Pre-qualification Criteria are allowed to further evaluation of their technical bid in this tender. The Envelope II marked "Technical Bid" shall be opened first. The Envelope III marked "Financial Bid" shall be kept sealed for opening as per date mentioned in this RFP.

5.5 Evaluation of Technical Bid:

- Weighted Technical Mark (TM) will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP. The presentation will be held on as per date mentioned in Data Sheet.
- An actual **technical mark below 80** shall disqualify the bid as technically non-responsive. Financial bid of only technically responsive bidders shall be opened.

5.6 Technical Evaluation Criteria:

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

S.No.	Evaluation Criterion	Max Score	Documents Required
TQ1	Number of years of operations in outsourcing manpower. 1 year or lower – 3 marks 3 years to 5 years – 4 marks More than 5 years – 5 marks	5	A copy of work orders / agreement / client certificate copy previously issued
TQ2	If the bidder is an Original Equipment Manufacturer (OEM) of proposed hardware and software components under this RFP.	5	OEM Declaration
TQ3	The bidder should have minimum 30 IT resources engaged as on 31st March 2022: 3 Marks . (Additional 1 marks for additional 5 resources subject to maximum 5 marks)	5	HR declaration from Head of HR department with Name and qualification of the resources.

S.No.	Evaluation Criterion	Max Score	Documents Required
TQ4	The bidder should have implemented successfully IOT based e-Governance solution for any Government Department / Government Agency / PSU in India with minimum order value of Rs.1 Crore during last 5 years as on 31st March 2022. The project should include supply and installation or operations and maintenance of IOT devices. [Each project will be awarded 5 marks max up to 10 marks]	10	Work Order and completion certificate or Go-Live certificate
TQ5	Bidder should have experience in Cloud-based application development, deployment, O&M (having fuel management and vehicle tracking modules) in Transport domain in Government / Private sector catering to Govt department /ULBs / State Road Transport in India, in last 5 year. Minimum value of project not less than 1 Crore. [Each project will be awarded 5 marks]	15	Work Order and Completion certificate or Go-Live Certificate
TQ6	Bidder should have developed and implemented mobile application on Android or iOS platform. [Each project will be awarded 5 marks]	10	Work order & completion certificate
TQ7	Live demonstration of overall projects for proof of concept. (POC)	10	Live demonstration
TQ8	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder. (Proposed Solution and its components with Prototype design. Live demonstration of fuel monitoring solution)	20	Technical presentation, Live demo
TQ9	Work plan, approach & methodology for completing the work. - Technologies used, - Risks and Mitigation Plan - Training Methodology and plan time frame. - Operation and maintenance road map. - Clear and unambiguous narration of exit - Challenges likely to be encountered	20	Technical proposal and Presentation

5.7 Evaluation of Financial Bid:

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

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

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

5.8 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 scorei.
- 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 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 in the Contract Agreement.

5.9 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, 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.

5.10 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.

5.11 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.

5.12 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 3% 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.

5.13 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.

5.14 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.

5.15 Proprietary Data:

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

6. Scope of the Project

The overall scope for selected bidder will consist of design, development/customization, testing, installation, commissioning, training, operations and management of hardware, software & application including all facilities under this project for a period of 24 months from the Go-Live date. The project is planned to cover about 638 buses in fleet of OSRTC during the project tenure. The authority may increase number of buses to be covered under this project as per requirement. The price for additional buses, if any, will remain the same as per rates quoted under this RFP during the Contract period.

Scope of work includes:

- Supply, Installation, Testing, Commissioning & Integration of AIS 140 GPS devices in the buses where required and their maintenance for the entire contract period of (24 months from the Go-Live date). Currently, a total number of 557 Nos. of buses out of 638 Nos. buses are already equipped with GPS devices.
- Supply, Installation, Testing, Commissioning & Integration of fuel sensors in the buses and their maintenance for the entire contract period.
- Design, develop and deployment of web-based solution for real time monitoring of the fuel consumption and location for entire fleet.
- Integration of fuel sensors and GPS devices with web portal to provide live location-based fuel consumption to the OSRTC users.

- Geo-fencing/Geo-coding of all the required Bus Depots, Bus Stations, routes, fare stoppages, prominent landmark places and all establishments including all the important en-route points identified by OSRTC and its updation during the project period.
- Mobile app for OSRTC users for monitoring fleet operations.
- Maintenance support for entire solution for 24 months. Bidder is required to provide adequate onsite manpower for the duration of maintenance period.

Note: Contract period = 24 months from the Go-Live date

Web Portal for Fuel Monitoring:

- The web portal should be secured through provision of authentication using the username and password.
- It should be able to show the live location and fuel consumption by all vehicles registered in the portal.
- It should allow geo-fencing of various routes and depots to map vehicle movement as per route defined.
- Vehicle status like online, offline, battery removed, tampering etc with date and time should be shown dynamically state / region / Depot wise.
- The portal should be able to capture geo-fencing crossed / route deviation / missed stoppage details of vehicles registered in the system.
- The system should also be able to generate fuel consumption-based alerts and present the same on dashboard.
- Live location details should be available with map view also in the web portal.
- The system should be able to generate alerts based on route deviation / geo-fencing crossing / missed stoppages on the dashboard.
- The application should allow role-based access to the portal.
- The portal will be hosted on cloud proposed by the bidder.

Mobile App- OSRTC Staff

Mobile app for OSRTC users is to be provided for monitoring the fuel monitoring status through mobile app. The app is to be provided in android / iOS versions. Main functionalities to be provided by mobile app are as below:

- The OSRTC users should be able to access the mobile app using native authentication using usernames and passwords.
- The app access should be allowed through OTPs for the authentication upon enabling the option and a log should be maintained.
- The designated staff should be able to track a bus live on Google map.
- The app should allow other functionalities as per web portal.

MIS Reporting:

The following types of reports, but not limited to, are required to be generated from the dashboard. The report should be generated in standard formats like PDF, XLS, DOC, DOCX, PPTX, XLSX etc.

- a. <u>Fixed Format Reports:</u> Application should provide robust reporting capabilities. Application should publish reports using standard tools and the publishing engine can generate output in multiple formats including PDF, HTML, DOCX, PPTX, XLSX and similar type of formats. The output can also be delivered through email or can be printed.
- b. <u>Ad-hoc Reports:</u> Application should provide business users with ad hoc query & analysis capability. Application should create new analyses from scratch or modify existing analyses in dashboard pages. Business users do not need to understand physical data storage to combine data from multiple information sources intuitively, quickly, & easily. Tools and utilities should be provided to facilitate design layout using Open office/MSOffice/Adobe Acrobat etc.
- c. All reports shall be required in English language.
- d. <u>Provision for Digital Signature Services</u>: The FUMS shall have a provision to integrate with Digital Signature Certificates for generation signed documents/reports by concerned authority for enabling authenticity of the approving authority.
- e. FUMS dashboard should view and aid user to extract reports on fuel consumption, uses report, average KMPL based on user requirements.

6.1 Work and Payment Schedule

Payment Milestone:

Sr. No.	Payment terms	Payment proportions	Timeline		
	Delivery and Insta	allation of Hardware			
1	Delivery & Installation of Fuel Sensors				
	Testing and confirmation of functioning of Fuel Sensors	20%	T+6 month		
	Development of FUMS S	olution			
	1) Completion of FRS	5%	T+ 1 month		
2	2) Completion of SRS & SDD	5%	T+ 3 month		
	Development and Deployment of ITS Application	10%	T+ 5 month		
	Project Completion and Successfully Running of FUMS:				
	Testing				
3	Training	000/	T+ 6 month		
	User Acceptance	20%			
	Go-Live				
4	O & M for 24 months (Quarterly Payment on Pro Rata basis)	40%	@5% every Quarter		

6.2 Penalty Terms:

- In consideration of the Services and subject to the provisions of the Master Service Agreement (MSA) (to be signed later) and SLA, the Service Provider shall be eligible to receive payments from OSRTC in accordance with Payment Schedule of the MSA (to be signed later).
- OSRTC will pay for the Services as stated in accordance with the Terms of Payment Schedule. In the event of failure of the Service Provider to meet the service level defined in the Service Level Agreement, OSRTC would calculate a financial sum and debit the same against the Terms of Payment as defined in the Payment Schedule. Such sum deducted will be determined in accordance with the terms of the Service Level Agreement. Except as otherwise provided for herein or as agreed between the parties in writing, OSRTC shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.
- Service Provider will have to submit proof of having completed all payment milestones to OSRTC for its sign-off. OSRTC shall make payments based on due diligence of submitted reports.

6.3 Currency

Payment shall be made in Indian Rupees only.

6.4 Liquidated Damages

- In addition to the penalty as mentioned in the SLA, liquidated Damages will be levied on the Service Provider, in the event of the Service Provide:
 - o Failing to meet the milestones provided for in the Master Service Agreement,
 - Failing to perform the responsibilities and obligations as set out in MSA to the complete satisfaction of OSRTC or any of its nominated agencies.
- OSRTC shall be entitled without prejudice to its other rights and remedies, to deduct from the
 price payable to the Service Provider and to en-cash the Performance Bank Guarantee, provided
 the total amount recovered does not exceed the Total Contract Value, whichever is higher.
- In the event the bidder is unable to complete the assignment in defined time, penalty of 1% of contract value will be charged for each week delay, with maximum limit being 10% of total contract amount. If the delay continues beyond 6 weeks, OSRTC may terminate the Agreement and may act as appropriate as per law.

7. Service Level Agreement

1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by SI ('System Integrator') to Purchaser (Odisha State Road Transport Corporation) for the duration of this contract or until this SLA has been amended.

2. Description of Services Provided

Service Integrator shall provide service as defined in Detailed Scope of Work section.

3. Duration of SLA

This Service level agreement would be valid for entire period of contract.

4. Service Level Agreements & Targets during Operations, Support and Maintenance

This section is agreed to by OSRTC and Service Integrator as the key SI performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contract or its revision whichever is later.

SI No	Service	Minimum SLA/ Uptime required	Penalty
1	Entire FUMS system implementation	Within the prescribed timeline.	Penalty of 1% of contract value for each week delay, with maximum limit being 10% of total contract amount
		>=99%	No deduction
		97% to 99%	2% penalty on the monthly charges
		95% to 97%	5% penalty on the monthly charges
2	Application availability	93% to 95%	8% penalty on the monthly charges
		91% to 93%	10% penalty on the monthly charges
		<91%	Not acceptable. OSRTC may terminate the contract.
	Hardware repair & replacement	Should be repaired or replaced within 24-48 hrs. from the time of logging the complaint	No deduction
		48 hrs. to 72 hrs	0.5% penalty on the monthly charges
3		72 hrs. to 96 hrs	2% penalty on the monthly charges
		96 hrs. to 120 hrs	4% penalty on the monthly charges
		120 hrs. to 144 hrs.	6% penalty on the monthly charges
		144 hrs. to 168 hrs.	8% penalty on the monthly charges

SI No	Service	Minimum SLA/ Uptime required	Penalty
		168 hrs. to 192 hrs.	10% penalty on the monthly charges
		192 hrs. to 216 hrs.	20% PBG deduction
		216 hrs. to 240 hrs.	50% PBG deduction
		>240 hrs.	Not acceptable. OSRTC may terminate the contract.
4	Training	100%	Training to be provided to OSRTC as per finalized schedules. Noncompletion of training within specified time frame will leads to a penalty of Rs.500/- per person/Week

Note: Monthly Charges = (Quarterly payment amount/3)

5. Breach of SLA

In case the SI does not meet the service levels mentioned in RFP - Service Level Agreements & Targets during Operations, Support and Maintenance' of this section, for periodically as required by OSRTC, OSRTC will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- OSRTC issues a show cause notice to the SI.
- II. SI should reply to the notice within three working days.
- III. If OSRTC authorities are not satisfied with the reply OSRTC will initiate termination process.

6. Exclusions

The SI will be exempted from any delays or slippages on SLA parameters arising out of following reason: -

 Delay in execution due to delay (in approval, review etc.) from OSRTC's side. Any such delays will be notified in written.

7. Reporting Procedures

The SI's representative will prepare and submit SLA performance reports in an agreed upon format by the **5th working day of subsequent month** of the reporting period. The reports ill include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.

8. SLA Change Control

a) General

It is acknowledged that this SLA may change as OSRTC's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- i. A process for negotiating changes to the SLA.
- ii. An issue management process for documenting and resolving particularly difficult issues.
- iii. OSRTC and SI management escalation process to be used in the event that an issue is not being resolved in a timely manner.
- iv. Any changes to the levels of service provided during the term of this agreement will be requested, documented, and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

b) SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be OSRTC's monthly review meetings.

c) Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g., every quarter) or for release when a critical threshold of change has occurred.

9. Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that OSRTC and SI management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- a) All issues would be raised to the project management team, which is completely responsible for the day-to-day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- b) If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented.

In case one or both the parties are unsatisfied with the decision of the top management of the Purchaser, the dispute will be resolved as specified in this RFP.

8. Exit Management

8.1 Exit Management Plan

An Exit Management plan shall be furnished by System Integrator in writing to the Purchaser within 120 days from the Effective Date of this Agreement, which shall deal with at least the following

aspects of exit management in relation to the Agreement as a whole and in relation to the Project Implementation, and the Service Levels.

- A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- Plans for communication with the System Integrator's, staff, suppliers, customers and any related third party as necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer.
- Plans for provision of contingent support to Replacement System Integrator for a reasonable period after transfer.
- The System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by the System Integrator and approved by OSRTC.
- In the event of termination or completion of the contract period, each Party shall comply with the exit Management Plan.
- During the exit management period, the System Integrator shall continue to deliver the Services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment.
- Appropriate spares to carry out the operations shall be handed over by the SI to OSRTC.

8.2 Transfer of Assets

- OSRTC shall be entitled to serve notice in writing to the Bidder at any time during the exit
 management period, requiring the Bidder and/ or its Consortium partners to provide OSRTC
 with a complete and up to date list of the Project Assets within 30 (Thirty) days of such notice
 which are to be transferred/ handed over to OSRTC.
- In the event, if the Project Assets to be transferred are mortgaged to any financial institutions by the Bidder, the Bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to OSRTC.
- Bidder shall transfer the application/software, software code, databases, hardware, business data, architecture schematics, designs, storage media and other information/documents which will be developed, procured, or customized during the project to OSRTC within 30 (Thirty) days of notice period.
- SI shall have to transfer the whole setup in optimum performance conditions as per the
 contract. The System Integrator shall provide all such information as necessary to have a
 seamless handover to OSRTC or its Replacement System Integrator and which the System
 Integrator has in its possession or control at any time during the transfer period.
- The System Integrator shall commit adequate resources to comply with its obligations under this Exit Management Procedures. The System Integrator shall get the exit management plan approved by OSRTC.

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: Selection of System Integrator (SI) for Fuel Utilization Monitoring system (FUMS) for OSRTC Being duly authorized to represent and act on behalf of......(hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of(Name Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal. We also hereby agree and undertake as under Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Request for Proposal. We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. Yours faithfully

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

For and on behalf of (Name of Applicant)

Annexure II: Request for Clarification

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

Bidde	Bidder's Request for Clarification					
< <na< td=""><td>ame of Organization sub</td><td>mitting query/ request fo</td><td>or clarification>></td><td></td></na<>	ame of Organization sub	mitting query/ request fo	or clarification>>			
< <fu< td=""><td>II address of the Organi</td><td>zation including e-mail,</td><td>phone and fax for all po</td><td>ints of contact>></td></fu<>	II address of the Organi	zation including e-mail,	phone and fax for all po	ints of contact>>		
SI. 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: Checklist Document

S.N.	Basic Requirement	Specific Requirement	Documents required	Page number
PQ1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 (OR) Partnerships Firm registered under LLP Act, 2008 or Indian Partnership Act 1932. Registered with Goods and Services Tax Network (GSTN). Have been operating for at least fifteen (15) financial years as on 31st March 2022. (Consortium is not allowed)	 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 5 Crore from the last three (3) financial years (FY 19-20, FY 20-21, FY 21-22)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory	

S.N.	Basic Requirement	Specific Requirement	Documents required	Page number
			Auditor of the Bidder for total turnover.	
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 19-20, FY 20-21, FY 21-22)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-X	
PQ6	Certifications	The bidder must possess a valid ISO 9001 / ISO 27000 / CMMI Level 3 certificate as on date of submission of this RFP.	Copy of valid certificates	
PQ7	Technical Capability	The bidder must have successfully completed at least one IOT devices-based e-Governance project for not less than 1 Cr for any Government Department / Government Agency / PSU in India during last 5 years as on 31st March 2022. The project should include supply & installation or operations and maintenance of IOT devices.	Work Order and Project completion/Go-live certificate	
PQ8	Experience in Web based applications.	Bidder should have experience in Cloud-based application development, deployment, O&M (having fuel management and vehicle tracking modules) in Transport domain in Government / Private organization catering to Govt department /ULBs / State Road Transport in India, in last 5 year. Minimum value of project not less than 1 Crore.	Work Order and Completion Certificates from the client	

S.N.	Basic Requirement	Specific Requirement	Documents required	Page number
PQ9	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.	
PQ 10	Existence in Odisha	The bidder should have an office in Odisha or shall furnish an undertaking to open an office in Odisha within 15 days from award of the project.	Leased	
PQ 11	Authorized Representative from Bidder	A power of attorney / board resolution in the name of the person signing the bid.	Original Power of attorney on legal paper/ Board resolution copy	
PQ 12	GPS Device	Proposed GPS device must be approved by ICAT / ARAI.	Copies of certificates	

Annexure IV: Details of Bidder

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

Annexure V: Power of Attorney (On stamp Paper)

Know all men by these presents, we(name of the firm and
address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize
Mr./ Ms. (name), son/daughter/wife of and presently
residing at, who is presently employed with us and holding the position of ,
as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on
our behalf, all such acts, deeds and things as are necessary or required in connection with or
incidental to submission of our Bid for pre- qualification and submission of our Tender for Selection
of System Integrator(SI) for Fuel Utilization Monitoring System (FUMS) for Odisha State Road
Transport Corporation (OSRTC) for a tenure of 24 months from the Go-Live date including but
not limited to signing and submission of all Bids, and other documents and writings, participate in
Pre- bid and other conferences and providing information/ responses to OSRTC, representing us in
all matters before OSRTC, signing and execution of all contracts including the Contract Agreement
and undertakings consequent to acceptance of our Tender, and generally dealing with OSRTC in all
matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with OSRTC.
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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 powershereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, [], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS [] DAY OF [], 2023.
For
(Signature, name, designation, and address)
Witnesses:
1.
2.
(Notarized)
Accepted
Accepted
(Signature)
Name, Title and Address of the Attorney

Notes:

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

Annexure VI: Non-Blacklisting declaration

{Notarization on INR 500 is required}

•	Entity/Promoter/s / Director/s of Entity are not blacklistedBlacklisting Certificate
hereby certify and confirm that we or a Government / any other Government government / department / Local Government	bidder), (the names and addresses of the registered office) my of our promoter(s)/ director(s) are not barred by State entity or blacklisted by any state government or central nment / agency in India or from abroad from participating in er of a Consortium/JV as on the(Last date of
for Fuel Utilization Monitoring System (OSRTC)' would be liable for rejection in	at our application for the 'Selection of system integrator (FUMS) for Odisha State Road Transport Corporation case any material misrepresentation is made or discovered RFP at any stage of the bidding process or thereafter is Day of 2023.
Name of the bidder	
Signature of the Authorized person	
Name of the Authorized Person	

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Annexure VII: Self-declaration fo	or Non-Performance
successfully executed the work order entity or any state government or cen India. There is no remark of non- perfo	clare that my / our firm M/Shave r assigned by the State Government / any other Government ntral government / department / Local Government / agency in ormance or non-compliance in any of our past projects, or any ation in the recent past. Dated this
Name of the bidder	
Signature of the Authorized person	
Name of the Authorized Person	

Annexure VIII: Technical capacity of the Bidder

SI.No.	Client Name	Year	Total No. of Equipment provided to the client	Work Order / Client Certificate

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Annexure IX: Technical Evaluation Checklist

S.N.	Evaluation Criterion	Max Score	Documents Required	Page number
TQ1	Number of years of operations in outsourcing manpower. • years or lower – 3 marks • years – 4 marks • 5 years or more – 5 marks	5	A copy of work orders / agreement / client certificate copy previously issued	
TQ2	If the bidder is an Original Equipment Manufacturer (OEM) of proposed hardware and software components under this RFP.	5	OEM Declaration	
TQ3	The bidder should have minimum 30 IT resources engaged as on 31st March 2022: 3 Marks . (Additional 1 marks for additional 5 resources subject to maximum 5 marks)	5	HR declaration from Head of HR department with Name and qualification of the resources.	
TQ4	The bidder should have implemented successfully IOT based e-Governance solution for any Government Department / Government Agency / PSU in India with minimum order value of Rs.1 Crore during last 5 years as on 31st March 2022. The project should include supply and installation or operations and maintenance of IOT devices. [Each project will be awarded 5 marks max up to 10 marks]	10	Work Order and completion certificate or Go-Live certificate	
TQ5	Bidder should have experience in Cloud-based application development, deployment, O&M (having fuel management and vehicle tracking modules) in Transport domain in Government / Private sector catering to Govt department /ULBs / State Road Transport in India, in last 5 year. Minimum value of project not less than 1 Crore.	15	Work Order and Completion certificate or Go-Live Certificate	

S.N.	Evaluation Criterion	Max Score	Documents Required	Page number
	[Each project will be awarded 5 marks]			
TQ6	Bidder should have developed and implemented mobile application on Android or iOS platform. [Each project will be awarded 5 marks]	10	Work order & completion certificate	
TQ7	Live demonstration of overall projects for proof of concept. (POC)	10	Live demonstration	
TQ8	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder. (Proposed Solution and its components with Prototype design. Live demonstration of fuel monitoring solution)	20	Technical presentation, Live demo	
TQ9	Work plan, approach & methodology for completing the work. - Technologies used, - Risks and Mitigation Plan - Training Methodology and plan time frame. - Operation and maintenance road map. - Clear and unambiguous narration of exit - Challenges likely to be encountered	20	Technical proposal and Presentation	

Annexure X: Financial capacity of the bidder

Format for CA Certificate

(The format should be certified by Charted Accountant)

SI. No.	Financial Year	Average Annual Turnover (INR Crores)	Net worth (in INR Crores)
1	2019-20		
2	2020-21		
3	2021-22		
4	Average		

Name of	f Bidder	's Banl	kers:
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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	r shall	also	provide	an A	Audito	's c	ertific	cate	spe	cifyir	ng the	e an	nual	turn	over	of t	theB	idder
Da	ated	this		day c	of 2023.															

Name of the CA:

Signature of certifying CA

Annexure XI: Format for Proposed Plan

Technical approach, methodology and work plan are key components of the Technical Proposal. At a minimum you are suggested to provide the sections:

1	Approach and Methodology to perform the work in this assignment which highlights Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work
	Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference
2	Solution Proposed : Qualitative assessment based on Demonstration of understanding of the OSRTC's requirements through providing:
	- Technologies used,
	- Risks and Mitigation Plan
	- Training Methodology and plan time frame
	- Operation and Maintenance Road map.
	- Clear and unambiguous narration of exit.
	- Challenges likely to be encountered
3	Work plan and manpower deployment plan

Any other pertinent section which helps strengthen technical responsiveness can be added.

Proposed work-plan.

No	Activity	Calendar Weeks							
		1	2	3	4	5	6	7	n
1									
2									
3									
4									
5									
n									

Annexure XII: Format for Financial Proposal

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

Ref: Selection of System Integrator (SI) for Fuel Utilization Monitoring system for OSRTC

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

		Detailed Break	up of indiv	idual co	mponents		
S.N.	Category	Component	Quantity	Unit Price	Total Cost (exclusive of taxes)	O&M Support Cost (24 months)	Total Cost excluding taxes. (INR)
1	Software (Development, Testing, Deployment, Maintenance)	Fuel management Software and dashboard	1				
2	Hardware (Procurement, Installation, Commissioning Maintenance)	Fuel Sensor and accessories	638*				
Total	Project Cost (IN	R)					

^{*}The hardware quantity may increase or decrease as per the availability of buses and procurement of new buses.

- Price and Validity: All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP documents.
- All the prices and other terms and conditions of this bid are valid for a period of 90 days from the date of submission of our proposal.
- We hereby declare that all terms and conditions mentioned in RFP are acceptable to us without any deviation and services shall be performed strictly in accordance with the RFP.
- Unit Rates: We have provided in the relevant formats enclosed, the unit rates for the purpose of on account of payment to be made as well as for price adjustment in case of any increase / decrease from the scope of work. We shall abide by the unit rates provided by us.

- In case you require any other further information/documentary proof in this regard before evaluation of our proposal, we agree to furnish the same in time to your satisfaction.
- We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

 We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. We confirm that as a bidder, we are responsible for this commercial offer and 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