



**ODISHA STATE ROAD TRANSPORT CORPORATION,
BHUBANESWAR**

No. 1679/OSRTC/IM(TR)-11/2023

Date: 11.09.2023

Request For Proposal (RFP)

The Chairman-Cum-Managing Director, Odisha State Road Transport Corporation (OSRTC), Bhubaneswar has invited a Request for Proposal (RFP) on the Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model for OSRTC through the e-tendering process.


The interested firms / agencies should upload their proposals online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in> from Dt. 12.09.2023 to Dt 05.10.2023 up to 3:00 PM and the same will be opened on Dt. 05.10.2023 at 5:00 PM at OSRTC conference hall.

For any doubt, agencies/ firms may contact Mr. Rashmi Pani on 9937567240 to address the issue during office hours.

The details of the terms & conditions are available on the web site www.osrtc.in, <https://enivida.odisha.gov.in>

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

By order of the Chairman-cum-Managing Director,


11.09.23
General Manager(A),
OSRTC, Bhubaneswar

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Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Volume-I: Project Information Memorandum

[RFP No. 1679 Date: 11/09/2023]

Issued By

**Odisha State Road Transport Corporation (OSRTC)
Paribahan Bhavan, Sachivalaya Marg, Unit-II Bhubaneswar-
751001, 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 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 comfort 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 Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model.

2. Schedule Bidding Process

Sl. No.	Particulars	Details
1	Publication of RFP Notice	12/09/2023
2	Uploading of RFP document in e-Nivida Portal & OSRTC website	12/09/2023
3	Last date & time for Submission of Queries / Clarification	18/09/2023
4	Date and Time for Pre-Bid Meeting	21/09/2023 at 11:30 AM Virtual mode
4	Response to Queries / Clarification	25/09/2023
5	Last date for Proposal e-submission	05/10/2023 (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	05/10/2023 (05:00 PM)
8	Date and time for opening of financial bids	- To be intimated -

2.1 RFP in Three Volumes

- i. The Request for Proposal (RFP) shall be in three Volumes as follows:
 - a. **Volume I:** Project Information Memorandum (PIM)
 - b. **Volume II:** Instruction to Bidders (ITB)
 - c. **Volume III:** Bus Operator Agreement
- ii. This Volume I: Project Information Memorandum (PIM) issued to bidders must be read in conjunction with the other two Volumes mentioned above.
- iii. Brief information in respect of the project details, eligibility criteria, bidding mechanism and duties & responsibilities of the bidders, etc. are detailed in subsequent sections of the Project Information Memorandum. The Selected Bidder(s)/ Operator(s) will be responsible to operate the bus service as per these parameters and provisions of Bus Operator Agreement.

3. Project Details

- i. OSRTC is planning to introduce New Buses in and around across the state. The Contracted Buses have been categorized into **Four Packages** of bus operation. Detailed specifications of the new buses are provided in Volume-II of the RFP.

3.1 Package 1: For Bus Operation in Cluster-II

Total Nos. of Districts	5
Name of Districts	Ganjam, Khordha, Kandhamal, Nayagarh, Puri
Total Nos. of Blocks	63
Total Nos. of Gram Panchayats	1326

Total Number of Buses under **Package 1** is **339**.

- Non-AC Buses (9m-10m) – 280
- AC Buses (9m-10m) – 14
- AC Buses (12m) – 45

Sl. No.	Bus Type	No of Buses	Floor Height(mm)	Transmission	Emission Norms	AC / Non-AC
1	Midi bus (9m-10m) as per Specifications in the RFP	280	900 to 1000 mm	Manual	BS VI	Non-AC
2		14	900 to 1000 mm	Manual	BS VI	AC
3	Standard bus (12m) as per Specifications in the RFP	45	1200 mm	Manual	BS VI	AC
Total		339				

3.2 Package 2: For Bus Operation in Cluster-III

Total Nos. of Districts	8
Name of Districts	Balasore, Bhadrak, Cuttack, Dhenkanal, Jajpur, Jagatsinghpur, Kendrapara, Mayurbhanj
Total Nos. of Blocks	94
Total Nos. of Gram Panchayats	2325

Total Number of Buses under **Package 2** is **494**.

- Non-AC Buses (9-10m) – 402
- AC Buses (9-10m) – 4
- AC Buses (12m) – 88

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Sl. No.	Bus Type	No of Buses	Floor Height(mm)	Transmission	Emission Norms	AC / Non-AC
1	Midi bus (9m-10m) as per Specifications in the RFP	402	900 to 1000 mm	Manual	BS VI	Non-AC
2		4	900 to 1000 mm	Manual	BS VI	AC
3	Standard bus (12m) as per Specifications in the RFP	88	1200 mm	Manual	BS VI	AC
Total		494				

3.3 Package 3: For Bus Operation in Cluster-IV

Total Nos. of Districts	4
Name of Districts	Angul, Deogarh, Keonjhar, Sundargarh
Total Nos. of Blocks	41
Total Nos. of Gram Panchayats	871

Total Number of Buses under **Package 3** is **229**.

- Non-AC Buses (9-10m) – 189
- AC Buses (9-10m) – 2
- AC Buses (12m) – 38

Sl. No.	Bus Type	No of Buses	Floor Height(mm)	Transmission	Emission Norms	AC / Non-AC
1	Midi bus (9m-10m) as per Specifications in the RFP	189	900 to 1000 mm	Manual	BS VI	Non-AC
2		2	900 to 1000 mm	Manual	BS VI	AC
3	Standard bus (12m) as per Specifications in the RFP	38	1200 mm	Manual	BS VI	AC
Total		229				

3.4 Package 4: For Bus Operation in Cluster-V

Total Nos. of Districts	7
Name of Districts	Boudh, Balangir, Bargarh, Jharsuguda, Nuapada, Sambalpur, Subarnapur
Total Nos. of Blocks	54
Total Nos. of Gram Panchayats	1095

Total Number of Buses under **Package 4** is **263**.

- Non-AC Buses (9-10m) – 212
- AC Buses (9-10m) – 2
- AC Buses (12m) – 49

Sl. No.	Bus Type	No of Buses	Floor Height(mm)	Transmission	Emission Norms	AC / Non-AC
1	Midi bus (9m-10m) as per Specifications in the RFP	212	900 to 1000 mm	Manual	BS VI	Non-AC
2		2	900 to 1000 mm	Manual	BS VI	AC
3	Standard bus (12m) as per Specifications in the RFP	49	1200 mm	Manual	BS VI	AC
Total		263				

4. Operator's Responsibility

4.1 New Buses

- i. The Authority shall enter into a separate Bus Operator Agreement for these Packages.
- ii. Agreement period for the New Buses shall be **Ten Years (10 Years)** from Commercial Operations Date (COD). The authority shall have the right to extend the Agreement period for additional **Two Years (2 Years)** at its sole discretion and based on performance and condition of the buses, subject to the Terms and conditions specified in the Bus Operator Agreement.
- iii. Bus Procurement and Ownership: The selected Bus Operator should procure the fully built buses from the established Bus Manufacturers as per Specifications provided in Volume-II of this RFP.
- iv. The ownership of the procured Buses shall remain with the Operator throughout the contract period. All the Contracted Buses shall be registered in the name of the Operator.

4.2 Bus Operation

- i. During the agreement period, the selected Bus Operator(s) shall operate and maintain the buses on the specified routes on the Gross Cost Contract (GCC) model.
- ii. Under these Packages, the Operator is expected to make available “Annual Assured Fleet” (a particular proportion of the fleet in good condition for operations) at all times. The balance of the fleet is to be used for regular maintenance. The no. of buses in such Annual Assured Fleet shall get reduced year to year due to enhanced maintenance needs of an aging fleet. The details of the Annual Assured Fleet are given in the RFP of this Volume-I (Bus Operation during the Agreement Period).
- iii. The Operator shall provide duly licensed drivers, trained staff and personnel to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law.
- iv. The Operator shall maintain the Contracted Buses in good operable condition in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the Operator agreement.
- v. The Operator shall develop Depot Infrastructure for Bus operation and maintenance. OSRTC shall provide adequate land for Maintenance, Washing area, Office and store, upstream electricity and water provision. The Operator shall construct necessary infrastructure at its own cost.
- vi. The Operator shall ensure that the safety and security of passengers and any third person on the Contracted Buses is maintained at all times.
- vii. The Operator shall ensure any equipment installed on the Contracted Buses or within the Bus Depot/ Parking Space including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorized personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Bus Depots/ Parking Space at any time without any notice in this regard.
- viii. The Operator shall submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time for Clearances, Approvals and Payment of Fees, Charges & Taxes.
- ix. The Operator shall be liable to procure all Operator Clearances in accordance with Annexure given to the Operator Agreement at his own cost and expenses for the purposes of providing Bus Services as per the terms of Operator Agreement.
- x. The Operator shall be liable to pay RTO registration charges, fitness and pollution Certificate charges, insurance charges and any other applicable charges/ permits/ licenses/ approvals at the time of Bus registration and thereafter shall bear all charges for remaining years of Agreement.
- xi. The Operator shall be liable to bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of Operator Agreement and Applicable Law.

5. Special Condition for New Bus Operator

5.1 New Bus Procurement

- i. The Buses will be purchased by the Operator on his own through negotiations with the Bus manufacturers.

- ii. The final selected Bus will be required to be approved by the Authority along with the specifications, price and payment terms.
- iii. At all stages the Operator will keep the Authority informed about the progress of Bus Purchase, bus building and delivery.
- iv. The Operator will satisfy the Authority regarding the terms of the purchase and particularly the price being the most competitive offer as also being comparable to the market price for same bus sold to other customers.
- v. The Authority or authorized representative of the Authority may carry out inspection of Prototype Bus and other buses to be supplied as part of Operator Agreement at any of stages before pre-dispatch stage at Bus operator's/ Bus Manufacturer's premises.
- vi. Operator shall deliver buses to the place/ places as shall be specified by the Authority within state of Odisha, not later than the dates/schedule specified in Bus Delivery Schedule.
- vii. In case of any delay in delivery of bus from dates/schedule specified in Bus Delivery Schedule, Operator(s) need to pay delay liquidated damages as specified in the Operator Agreement.
- viii. On receipt of fully built Contracted Buses at across the State, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/ components. Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from the Authority within a mutually agreed time period.
- ix. Authority shall issue Provisional Receipt Certificate within three working days of receipt of Contracted Bus(s) in good conditions along with valid required documents at across the State.
- x. On Receipt of Contracted Buses on Authority's Designated Premise(es), Authority or representatives of the Authority shall carry out final inspection of the Buses at Authority's premises jointly with the Bus Operator, within 7 working days of such receipt. If any further Damages, defects and deficiencies shall be found, the Operator shall initiate immediate action for making good the same within a period of 7 days or within mutually agreed time period.
- xi. A Final Acceptance Certificate shall be issued within 7 working days by Authority from the day of receipt of Contracted Bus(es) in good conditions.

5.2 Loan for New Bus Procurement:

- i. For purchase of Buses, OSRTC will facilitate loan for Bus procurement and Depot infrastructure development for the selected Bus operator from the empaneled banking partners / FIs. The Bus operator must mutually agree with the Banking partner on contract period, Rate of Interest and other terms & conditions with respect to the loan.

6. Project Timelines

6.1 New Buses

- i. The Bidder selected through the transparent Bid Process shall be issued an LOA by OSRTC.
- ii. Within 15 (fifteen) days from the issuance of the LoA, the Selected Bidder shall accept the LoA and deposit the Performance Security. On completion of these activities, the Operator shall execute the Bus Operator Agreement with OSRTC. This date of execution of the Bus

Operator Agreements will be referred to as the Appointed Date.

- iii. The Commercial Operations Date (COD) shall be the date of deployment of Contracted Buses as per the bus delivery schedule. The Deployment shall be considered achieved after the completion of the Training Period as defined in the Operator Agreement.
- iv. The operator needs to Procure the 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

- v. The “Operations Period” shall begin from COD and end in **Ten (10) years** from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by **additional Two (2) years** based on operator performance and condition of the Buses.

7. Payment Mechanism

- i. Operated Kilometer for a Bus: The Operated Kilometer for a contracted bus shall include:
 - a. Distance travelled by the Contracted Bus assigned on given Route(s) as per the Operating Plan.
 - b. Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
 - c. Distance travelled by the Contracted Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day’s service.
 - d. The fueling arrangement and infrastructure will be the operators’ responsibility. However, OSRTC will only support and facilitate statutory clearances and NOC required for obtaining the License.
- ii. But excluding: Any kilometers travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot provided for by Authority or for any travel not authorized by Authority.
- iii. The base year Applicable Per-Kilometer Charge for Contracted Bus shall be as per the financial proposal submitted by the Operator during the bidding process.
- iv. OSRTC will credit the due payment of the Bus Operator on demand to the Escrow Account opened by the Bus Operator with the designated Bank.
- v. The payment for Bus Kilometers up to Assured Bus Kilometer per each Contracted Bus deployed shall be calculated as

Payment = Applicable Per Kilometer Charge for Contracted Bus x [Operated Upto assured KM] (Where Operated KM is Bus Kilometers Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)

- vi. For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every **15 (Fifteen) days** in a month ("Payment Period") specifying registration number of each Contracted Bus and the type of bus, Bus Kilometers travelled by each Contracted Bus, Applicable Kilometer Charge for the period for the particular type of Contracted Bus, GST and any applicable surcharge or cess along with Copy of daily fuel price and purchase bills indicating source, quantity and rate per fuel purchased.
- vii. The Authority shall, within a period of 10 (ten) days of the receipt of the invoice, make part payment of 80% of the total invoiced amount for each payment cycle of 15 days. Balance 20% of the amount of each invoice shall be released by the Authority in the first 15 days of the next month of after the month of invoicing (starting from COD) after verifying the records.
- viii. Half Yearly Assured Bus Kilometers:
The Authority shall assure that the average number of Bus Kilometers travelled by each of the Contracted Buses, in a continuous period of 6 (Six) months, commencing from COD of Contracted Buses, and then onwards on Half Yearly basis, shall be not less than **38,000 kms** (Thirty-eight Thousand KMs) / Contracted new bus.
- ix. This above number of Bus Kilometers shall be known as "Half Yearly Assured Bus Kilometers". If the average number of Kilometers operated per Contracted Bus is less than the Half Yearly Assured Bus Kilometers, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Half Yearly Assured Payment Amount for Unutilised Kms = (Payment Proportion for Unutilised Kms) x (Tm – Ta) x Applicable Kilometer Charge

Where,

Payment Proportion for Unutilised Kms shall be 0.35 for new buses,

Tm = Half Yearly Assured Bus Kilometers X Available fleet

Ta = Actual Bus Kilometers Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

- x. If the average number of Kilometers operated per Contracted Buses exceed the Half Yearly Assured Bus Kilometers, then the Kilometer Charge payable applicable for such additional Kilometers in excess of the Half Yearly Assured Bus Kilometers shall be calculated as follows:

Half Yearly Assured Payment Amount for Excess Kms = (Payment Proportion for Excess Kms) x (Ta – Tm) x Applicable Kilometer Charge

Where,

Payment Proportion for Excess Kms shall be 0.65 for new buses,

Ta = Actual Bus Kilometers Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision

$T_m = \text{Half Yearly Assured Bus Kilometers} \times \text{Available fleet}$

The Applicable Kilometer Charge for the purpose of the Payment of Unutilised or Excess Km shall be the weighted average of the applicable Kilometer Charge used in payment periods during the relevant year.

xi. Basis of Revision of Per Kilometer Charge:

a. The Kilometer Charge shall be reviewed and (if applicable) revised for:

- Fuel cost shall be revised on a monthly basis and the Average of daily fuel price at the end of the month shall be used as an indicator.
- Cost of consumables shall be revised annually using Wholesale Price Index
- Manpower Cost shall be revised annually using change in Minimum Wages for relevant skill category for manpower deployed (drivers) as per periodic Gazette Notifications, Labour and Employment Dept., Govt. of Odisha.

b. The Kilometer charge shall be revised based on following formula:

$$RL = [RL\text{-base}] + [RL\text{-base} \times 0.40 \times (F - F\text{-base})/F\text{-base}] + [RL\text{-base} \times 0.15 \times [(W - W\text{-base})/W\text{-base}]] + [RL\text{-base} \times 0.20 \times [(L - L\text{-base})/L\text{-base}]]$$

Where,

RL is the Kilometer charge for each Lot.

R-base is the Base Kilometer Charge

F is present Price of Fuel/unit

F-base is the Base Year Price of Fuel/unit.

W is the Present Year Wholesale Price Index

W-base is the Base Year Wholesale Price Index (Latest Financial year or Calendar Year WPI whichever is nearer to the Proposal Due Date)

L is the Present Applicable Minimum Wages for the relevant skill category for drivers

L-base is the applicable Base Year Minimum Wages for the relevant skill category for drivers.

8. Bus Operation During the Agreement Period

8.1 Operation Plan:

- i. The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Annual Assured Fleet Availability, Fleet Deployment Plan and any other relevant details required for Operation of Contracted Buses ("Operation Plan").
- ii. The Fleet Deployment Plan, to be prepared as part of Operation Plan, shall include Routes, Frequency, Stoppage plan, and table of Schedule providing bus headways based on peak and off-peak hour requirements ("Fleet Deployment Plan").
- iii. The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.
- iv. The operator needs to operate the Contracted Buses in accordance with this operation Plan.

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

a. Package 1: For Bus Operation in Cluster-II

Sl. No.	Dist. Name	T-I 9-10m Non-AC Buses	T-II 9-10m AC Buses	T-II 12m AC Buses
1	Ganjam	130	0	22
2	Kandhamal	53	9	5
3	Puri	44	0	10
4	Khurdha	22	0	6
5	Nayagarh	31	5	2
Total Buses		280	14	45
		339		

b. Package 2: For Bus Operation in Cluster-III

Sl. No.	Dist. Name	T-I 9-10m Non-AC Buses	T-II 9-10m AC Buses	T-II 12m AC Buses
1	Mayurbhanj	107	0	27
2	Cuttack	48	0	13
3	Jajpur	39	0	10
4	Kendrapada	37	0	9
5	Dhenkanal	55	0	7
6	Bhadrak	26	0	6
7	Balasore	48	0	11
8	Jagatsinghpur	42	4	5
Total Buses		402	4	88
		494		

c. Package 3: For Bus Operation in Cluster-IV

Sl. No.	Dist. Name	T-I 9-10m Non-AC Buses	T-II 9-10m AC Buses	T-II 12m AC Buses
1	Deogarh	17	2	2
2	Angul	26	0	6
3	Keonjhar	78	0	13
4	Sundergarh	68	0	17
Total Buses		189	2	38
		229		

d. Package 4: For Bus Operation in Cluster-V

Sl. No.	Dist. Name	T-I 9-10m Non-AC Buses	T-II 9-10m AC Buses	T-II 12m AC Buses
1	Bolangir	44	0	14
2	Bargarh	60	0	12
3	Subarnapur	22	0	5
4	Sambalpur	33	2	7
5	Jharsuguda	14	0	4
6	Nuapada	29	0	5
7	Boudh	10	0	2
Total Buses		212	2	49
		263		

Note: The Routes and fleet sizes in all the Four Packages may increase as per the requirement with desire of the Authority.

8.2 Routes and Schedules

- i. Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Contract Period.
- ii. The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.

8.3 Annual Assured Fleet Availability

- i. The Operator is expected to make available “Annual Assured Fleet” (a particular proportion of the fleet in good condition for operations) at all times during the Agreement Period.
- ii. This proportion (“Annual Assured Fleet Availability”) shall be as follows:

Type of Buses	Year 1	Year 2	Year 3	Rest of the Contract Period
New Buses	93%	92%	91%	90%

- iii. In case the Operator is unable to make available the “Annual Assured Fleet”, it shall attract Liquidated damages as defined in the Operator Agreement.

9. Fare and Fare Collection

- i. The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the Contracted Buses or persons who avail the Bus Service.
- ii. The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate.
- iii. The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof.

The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority.

9.1 Advertisement on the Buses

- i. The Authority shall reserve the right to display advertisements of all types of media on the Contracted Buses as well as to collect and retain revenue generated from the above activity.
- ii. The Operator shall be responsible for security and cleanliness of advertisement material and equipment.

9.2 Operation and Maintenance Standards

- i. The Operator shall maintain the minimum service standards for operations and maintenance of Contracted Buses as provided in the Operator Agreement.
- ii. The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.

10. Condition In Case of Default

10.1 Authority's Default

- i. Any of the following events shall constitute an Event of Default by the Authority (Authority's Event of Default) unless such event has occurred as a result of a Force Majeure Event:
- ii. The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.
- iii. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example: Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.)

10.2 Operator's Default

- i. Any of the following events shall constitute an Event of Default by the Operator ("Operator's Event of Default") unless such event has occurred as a result of a Force Majeure Event.
- ii. Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days.
- iii. Operator stands incapable of supply of single fully built bus as per the specifications and fails to adhere to the timelines set forth in the Agreement.
- iv. Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority.
- v. The Operator failed to make any payments/damages/damages due to Authority within the period specified in this Agreement or indicated by Authority without any valid reason.
- vi. Operator fails to maintain the Performance security as per the terms of this Agreement.
- vii. Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- viii. The operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.

- ix. The Operator fails to repay any debt / loan raised by the Operator for the purpose of financing the Bus Body Building from institutional Lenders such as Banks.
- x. The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- xi. Operator fails to comply with the Applicable laws, rules and regulations Any act of winding up of Operator by its Shareholder or Court of competent jurisdiction or any relevant Authority.

11. Termination Due to Default

- i. Pay any sum due and payable as the Operation Payment by the Authority till date of such termination.
- ii. Takeover peaceful possession without any Encumbrance of all Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
- iii. Refund/ release of performance security in full provided there are no outstanding dues of the Authority on the Operator.
- iv. Release bus(es) under operation from the duty in case of Packages provided there are no outstanding dues off the Authority on the Operator.
- v. In the event of termination for an Operator Event of Default, the Authority shall: In case such termination occurs due to non-supply of buses as per the agreement for these Packages.
- vi. In case such an event occurs after COD. Takeover peaceful possession without any Encumbrance of Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
- vii. Be entitled to invoke and retain the Performance Security amount in full Release bus(es) under operation from the duty in case of these Packages.
- viii. If termination occurs due to authority event of default of force majeure, the Authority shall give 3-month notice period to the Bus Operator to settle all dues and remove all assets as per the Contract or will pay 3 Months Kilometer Charges (average of last 4 invoice amounts) from the data of termination to the operator.

12. Eligibility Criteria

Sl. No.	Basic Requirement	Specific Requirement	Documents required
1	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
2	EMD	EMD in shape of Bank Guarantee to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.	Bank Guarantee (Annexure XI)

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Sl. No.	Basic Requirement	Specific Requirement	Documents required
3	Legal Entity	The Consortium Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate.
4	Annual Turnover	Minimum cumulative turnover of the organization must be INR 100 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23).	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
5	Net worth	The Bidder should have cumulative positive net worth at least INR 20 Crores for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-V
6	Relevant Experience	The Prime bidder should have Ownership and/or Operational Experience of 75 Buses under Central Government State Government/PSU/ ULB/ in India or foreign country.	Document Required - Work order/ LoA/ Work completion certificate.
7	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. (Annexure III)
8	Manufacture Authorization Form (MAF)	One (1) or more Manufacture Authorization Forms (MAFs) can be submitted by bidder who is participating individually other than OEM. <i>*The right to select make & model/ MAF is retained by the Authority.</i>	MoU annexed (Annexure VIII)
9	Statement of Deviation	Statement of Deviation from Technical Specifications	Bidders Undertaking on letter head (Annexure VII)

Sl. No.	Basic Requirement	Specific Requirement	Documents required
10	Blacklisting	The Bidder should not be debarred / blacklisted by any State Government / Central Government / PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder. (Annexure-IX)
11	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under (Annexure-X) in letterhead.
12	Presentation	Detailed Presentation on <ul style="list-style-type: none"> • Company Overview & Credibility • CAPEX & OPEX Model • Roll-out Plan • Project Approach & Methodology • Detailed Operational Plan • Funding Strategy • Proposed Team Structure & Implementation Timeline 	PowerPoint Presentation

13. Details of Bidding Process

- i. The bidding process shall be through e-Procurement Portal of Government of Odisha (i.e., Technical Proposal & Financial Proposal).
- ii. Proposal shall remain valid for a period of 180 days after the Proposal Due Date.
- iii. The bidding parameter shall be “Aggregate Bus Operation Cost for Year One” for these Package of bus operation. The bidder quoting the lowest “Aggregate Bus Operation Cost for Year one” for these Packages of bus operation and fulfilling the eligibility criteria and responsiveness check shall be the “Preferred Bidder” for these Packages.

14. Fees and Charges

14.1 Cost of Bid Document (Non-refundable)

- i. The bidders are required to submit a non-refundable sum of INR 10,000/- (Rupees Ten Thousand only) + GST (18%) per Bid in shape of Banker’s cheque / demand draft in favour of Accounts Officer OSRTC, Bhubaneswar.

14.2 Earnest Money Deposit (EMD)

- i. The Proposal needs to be accompanied by bid security. The Bid Security shall be kept valid

- throughout the Proposal Validity Period and would need to be extended, if so, required by OSRTC, for any extension in the Proposal Validity period.
- ii. The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 25,000/-** per Bus (Rupees Twenty-Five thousand per bus) in shape of Banker's cheque/ Demand draft/ Bank Guarantee to be made from any Nationalized or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar.
 - iii. The 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.
 - iv. 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*.
 - v. The Bid Security shall stand forfeited in the following cases:
 - a) If any bidder withdraws his bid before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the bid which are not acceptable to OSRTC.
 - b) If a bidder engages in corrupt, fraudulent, coercive, or undesirable practice or restrictive practice.
 - c) If bidder fails to comply the provisions of the LOA within the specified time and fails to sign the Agreement in the Terms and Conditions of this RFP
 - d) If the bidder fails to furnish the prescribed performance security within the prescribed period, the bid security is absolutely forfeited to the OSRTC automatically without any notice.
 - e) In case of forfeiture of bid security as prescribed in "a" to "d" above, the bidder shall not be allowed to participate in the re-bidding process of the work.

15. Performance Security

- i. Performance Security: OSRTC shall issue a letter of award (LOA) to the selected Bidder within 15 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm/agency is required to submit a Performance Security in the form of Bank Guarantee from Scheduled Commercial Bank for an amount equivalent to **3% of the Total Contract Value** in favour of OSRTC and enter into the contract agreement with OSRTC. The Performance Security shall be valid throughout the entire Contract period. The Bank guarantee for 2 years and then renewal for the same till Contract period and 60 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract.
- ii. The Bank guarantee for 2 years and then renewal for the same till Contract period and 60 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract.

16. Other Terms and Conditions

- i. Further, the Authority, at its sole discretion, during the course of the agreement, may ask the Operator to provide additional buses equivalent to 25% of the total quantity of buses required under the Agreement. The Agreement period of such additional buses shall be decided in consultation with the Operator at the time of issuing the request for Additional buses by

Authority. However, the Agreement Period for the additional buses shall not be higher than the agreement of period mentioned in this agreement.

- ii. In the event the Operator, within bus delivery period fails to deliver required number of buses and obtain Certificate of Acceptance from the Authority, then, the Authority shall have right to reduce the number of Contracted Buses which are to form part of the Contracted Buses by the number of buses remaining undelivered /unaccepted and it shall attract Liquidated damages as defined in the Operator Agreement.



Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Volume-II: Instruction to Bidders

Issued By

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

Definitions and Interpretation

In this Volume II of the RFP, unless the context otherwise requires, capitalized terms shall have the meaning given below. Capitalized terms not defined below shall have the meaning given to them in the Bus Operator Agreement.

Term	Definition
“Addendum or Addenda”	Means an addendum or addenda to the RFP.
“Annexure”	Means an annexure to this Volume II 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 Bus provision, operation, and maintenance of Buses on gross cost contract 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 Bus Operation 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 operator and that meets the Technical Specification. In relation to this, “Contracted Buses” shall mean all the Buses for the Provision and operation and maintenance of which the Operator has been contracted
“Bus Kilometer”	Means a Kilometer travelled by a Contracted Bus as part of its operations as per the terms and Conditions of Bidding Documents

“Bus Service”	Means the service of provision, operating and maintaining the Buses as part of the Semi urban Bus Service inside and between semi-urban areas across the State on Gross Cost Contract (GCC) model, in accordance with this RFP and Bus Operator Agreement, including providing public carriage in accordance with the performance standards stipulated by Authority.
“Bid / RFP Documents”	Means document comprising Volume- I, II & III (PIM, RFP, Bus Operator Agreement), 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 Bus Operator Agreement 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.
“Bus Operator Agreement”	Means the Agreement including, without limitation, any and all Annexure/Schedule thereto which will be entered into between Authority and the Successful Bidder through which Authority shall grant the rights to the Successful Bidder for provision, operate and maintain the Buses during the Contract Period against payment of consideration.
“Clause”	Means a clause of this Volume II of the RFP.
“Commercial Operations Date”/ “COD”	Shall be the Commercial Operation Date as defined in the Clause 3 of Volume III of this 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 Operator for Bus provision, operation and maintenance in accordance with the provisions of Bidding Documents.
“Kilometer Charge”	Refers collectively to the Base Kilometer Charge for Buses.

**“Letter of Acceptance” or
“LOA”**

Means the letter issued by Authority to the Successful Bidder to provide its services as per Bus Operator Agreement in conformity with the terms and conditions set forth in the Bidding Documents.

“Operator”

Means the successful Bidder(s) selected under pursuant to competitive Bidding Process with whom Authority has entered into a Bus Operator Agreement

“Package”

Means the New Buses into a particular size of fleet.

“Proposal” or “Bid”

Means the Pre bid qualification, Technical, Financial Bid, EMD and any other document submitted by the Bidder(s) in response to RFP issued.

“Proposer” or “Bidder”

Means any firm, including a partnership firm or a company, who submits 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.

“Routes”

Means the routes within the Bus service area determined exclusively and notified by the Authority from time to time, and the Contracted Buses under Bus Operator Agreement shall operate only on such Routes.

“RTO/RTA”

Means the Regional Transport Authority of concerned region / area.

“Scope of Project/Work”

Shall have a meaning specified in volume-III, Bus Operator Agreement

“Website”

means the web portal of e-Nivida Portal available at the url: <https://enivida.odisha.gov.in>

17. Interpretation

- i. In case of any discrepancy between the main body of the Information to Bidders and the formats set out in the Annexures of the ITB, the formats will prevail.

18. General Information & Instructions

- i. The "**Instructions to Bidders (ITB)**" and the bidding formats are being issued to Bidders as Volume II of the RFP.
- ii. This volume of the RFP sets out the bidding and evaluation process and provides necessary formats for Bidders to prepare their Technical Proposals and Financial Proposals for implementation of the Project – "**Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model**" in Four Packages.
- iii. The prescribed formats for the submission of Proposals are annexed to this Volume II.
- iv. The Bidders are advised to submit their Proposals complying with the requirements stipulated in this Volume II. Proposals may be disqualified in case the Proposals received are incomplete or are non-responsive or if the information is not submitted as per the suggested formats.

18.1 Conflict of interest

- i. 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. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- ii. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company and Partnership Firm is defined as follows.
 - a. If **Bidder is a Company**: In such case, the Bidder (including its member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds.
 - More than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its member or Associates is Company; and/or
 - More than 25% of profit sharing in other Bidder, its member or associates such other Bidder, its member or Associates is a Partnership firm. and/or Other Bidder, its member or Associates which is a Proprietorship Firm.
 - b. If **Bidder is a Partnership Firm**: In such case, the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds:
 - More than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its member or Associates is

Company; and/or

- More than 25% of profit sharing in other Bidder, its member or associates such other Bidder, its member or Associates is a Partnership firm, and/or Other Bidder, its member or Associates which is a Proprietorship Firm.
- c. It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.
- d. A constituent of such Bidder is also a constituent of another Bidder; or
- e. Such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- f. Such Bidders has the same legal representative for purposes of this Proposal as any other Bidders; or
- g. Such Bidders have a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidders.

18.2 Fraud and Corrupt Practices

- i. Bidders and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in the RFP, Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable, or restrictive practice in or affecting the Bid Process.
- ii. Without prejudice to the rights of Authority under Clause 2.3(i) above, in the event that a Bidder is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Bidder is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- iii. For the purposes of this RFP, the following terms will have the meaning given to them below:
 - a. **Corrupt practice means:**

offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Bus Operator Agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Bid Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Bid Process or after the execution of the Bus Operator

Agreement, as the case may be, any person in respect of any matter relating to the Project, the Bid Process or the Bus Operator Agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Associates in the past, but his assignment expired or was terminated at least 18(eighteen) months prior to the date of issue of the RFP, nor will this restriction apply where such adviser is engaged after the expiry of the term of the Bus Operator Agreement.

- b. Fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation.
- c. Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
- d. Undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (B) having a Conflict of Interest (as set out in RFP); and
- e. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

18.3 Other Eligibility Criteria

- i. If any company/partnership/ proprietary firm has or its Associates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such company/partnership/ proprietary firm will not be eligible to submit a Proposal. If the Authority subsequently finds that abider is so barred, then Authority may disqualify the Bidder and reject its Proposal.
- ii. If any company/partnership/ proprietary firm has or its Associates have, in the 3 (three) years immediately preceding the Proposal Due Date:
 - Been expelled from any project or contract by any government or government instrumentality; or
 - Had any contract terminated by any government or government instrumentality for breach by such Bidder or its Associates, as the case maybe,then such company/partnership/ proprietary firm will not be eligible to submit their Proposal.
- iii. If any company/partnership/ proprietary firm is affected by and has been affected by any of the following events, conditions or circumstances in the 3 (three) financial years immediately preceding the Proposal Due Date:
 - a. The Bidder being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver.
 - b. The Bidder having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with

creditors or having had the repayment of its debts suspended; or

- c. The Bidder being convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - Related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation, or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
 - Resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

Then such company/partnership/ proprietary firm will not be eligible to submit their Proposal.

- iv. The authority shall review the details of the litigation disclosed by a Bidder as per **Annexure-IV** to determine if such litigation, in the Authority's opinion, presently affects or which could have a material adverse effect on the eligibility of such Bidder. If the Bidder is party to any litigation (required to be disclosed as per Annexure IV), which, in Authority's opinion, presently affects or which could have a material adverse effect on the financial condition or prospects or business of such Bidder or Member in the fulfilment of its obligations under the Bus Operator Agreement, then the Proposal of such Bidder shall not be considered for further evaluation.

18.4 Associate(s)

- i. In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses herein above, aggregating the Financial Capability and Technical Capability of any Associates of the Bidder for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall **NOT** permitted.
- ii. For the purpose hereof, the word "**Associate**" shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e., Parent) or is controlled by the Bidder (i.e., subsidiary), or is under the common control with the Bidder (i.e., sister concern).
- iii. As used here, the expression "control" means, with respect to bidding firm, which is a company, the ownership of common shareholders, directly or indirectly, of at least 50% of the voting shares / shareholding of the firm in question.
- iv. As used here, the expression "control" means, with respect to bidding firm, which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question.
- v. Any claims of credit from Associate firm must be accompanied by a certificate from a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

19. Clarifications and Pre-Bid Meeting

- i. Any Bidder seeking clarification regarding the RFP may address the request in writing to the Authority, at pmc@osrtc.org or raise its queries during the Pre-Bid Meeting. All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the Bid Schedule.
- ii. The authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. Authority's responses

(including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on Authority's Website. It shall be the responsibility of the Bidders to check Authority's Website for the responses to the queries or requests for clarifications. The authority may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.

- iii. The authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on Authority's Website. It shall be the responsibility of the Bidders to check Authority's Website for the responses to the queries or requests for clarifications. The authority may, but shall not be obliged to, communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- iv. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. The authority may, of its own initiative, if deemed necessary, issue clarifications to all the Bidders. Verbal clarifications and information given by the Authority or any other person for or on its behalf shall not in any way or manner be binding on the Authority.
- v. A Pre-Bid Meeting shall be held on 21/09/2023 at 04:30 hours to clarify any queries that the Bidders may have. Queries in writing should be sent to the Authority by 18/09/2023 at the address given below. The queries shall also be mailed to pmc@osrtc.org. The Prebid Meeting will be conducted virtually and the link for the meeting will be shared with the email addresses of the respondents.
- vi. The reply to pre-bid queries shall be uploaded to the OSRTC Website on 25/09/2023.

20. Amendment of RFP

- i. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, may choose to modify the RFP and the draft Bus Operator Agreement by issuing an addendum before the Proposal Due Date.
- ii. Any modification to the RFP or the draft Bus Operator Agreement following the Pre-Bid Meeting will be made by the Authority only by issuing an Addendum.
- iii. Any Addendum issued before the Proposal Due Date shall form part of the RFP and shall be published on <https://enivida.odisha.gov.in>
- iv. Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Bidder.
- v. To give prospective Bidders reasonable time in which to take any Addendum into account in preparing their Proposals, Authority may, at its sole discretion, extend the Proposal Due Date.
- vi. Any oral statements made by Authority or its advisors regarding the Bid Process, the RFP, the draft Operator Agreement or on any other matter, including oral clarifications or information provided by or on behalf of Authority at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the RFP or the draft Bus Operator Agreement.

- vii. Authority may, but shall not be obliged to, issue the revised RFP (including the revised draft Bus Operator Agreement) reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Bid Schedule. If issued by the Authority, the revised RFP shall be definitive, and binding and Authority shall not entertain any deviations from the revised RFP at the time of submission of the Proposal or thereafter.
- viii. Authorities will assume that the information contained in provisions of the revised RFP, if issued, will have been taken into account by the Bidder in its Proposal. The authority assumes no responsibility for the failure of a Bidder to submit the Proposal in accordance with the terms of the revised RFP or for any consequent losses suffered by the Bidder.

21. Form of Bid and Details of Proposal

- i. The authorities have adopted a **Single Stage e-tendering process** for award of the Project. The Bidders are required to upload a Single Proposal for one Package in e-Procurement Portal of Government of Odisha (eNivida) which will consist of two parts:
 - a. The Technical Proposal
 - b. The Financial Proposal
- ii. The Bidder may upload Proposals for multiple Packages. In such cases, the Bidder must submit one single Proposal for each of the Packages.

21.1 Technical Proposals

- i. The Technical Proposal uploaded by a Bidder shall comprise the following:

Annexures (A)	Description
Annexure I	Covering letter
Annexure II	Description of the Bidding entity
Annexure III	Power of attorney for appointing the signatory
Annexure IV	Information on Litigation
Annexure V	Format of Average Turnover and Average Net worth Certificate
Annexure VI	Vehicle Ownership or Operational Experience
Annexure VII	Statement of Deviation from Technical Specifications
Annexure VIII	Manufacture Authorization Form (MAF)
Annexure IX	Non-Blacklisting declaration
Annexure X	Self-declaration for Non-Performance
Annexure XI	Format of Bank Guarantee for EMD

- ii. It is clarified that all certificates to be issued by the statutory auditor of the Bidder/ Member/

Associate shall be issued on the letterhead of such statutory auditor.

- iii. The Technical Proposals are un-priced proposals to establish the eligibility and qualifications of Bidders and will contain no references to the Financial Proposals of Bidders or method for developing the Project. Technical Proposals containing such financial or other technical or commercial information will be rejected as non-responsive.

21.2 Financial Proposals

- i. The Bidder shall upload its Financial Proposals in the format set out at Annexure XII. The format must be completed as instructed in the RFP. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB.
- ii. The Financial Proposal sheet will be in Excel format and to be placed in a separate packet.

22. Validity Of the Proposal:

- i. Each Proposal shall indicate that it is a firm and irrevocable offer and shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date. Nonadherence to this requirement may be a ground for declaring a Proposal as non-responsive.
- ii. In exceptional circumstances, prior to the expiry of the Proposal validity period, Authority may request the Bidders in writing to extend the Proposal validity period. Bidders who agree to extend the Proposal validity period shall also extend the validity of the Bid Security for an equivalent period. A Bidder may refuse to extend the Proposal validity period without forfeiture of its Bid Security. An extension of the Proposal validity period will not entitle a Bidder to modify its Proposal.

23. Preparation of Proposal / Bid

- i. Proposal / BID must be typed and should be digitally signed by the **Authorized Signatory**.
- ii. All pages of Technical Proposal and Financial Proposal must be physically initialed by an authorized signatory of the Bidder. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.
- iii. The Proposals shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.
- iv. While submitting the Proposals, if the space provided in the prescribed forms in the Annexures is insufficient, the Bidders may format the prescribed forms for making due provision for incorporation of the requested information.
- v. The Bidder shall be responsible for all the data provided in the Technical Proposal and Financial Proposal. The Proposals should be prepared in reasonable detail to enable the Authority or its nominated agencies/advisors to evaluate the Proposals for selection of the Bidder.
- vi. Each Bidder is advised to carry out necessary technical surveys, site visits, field investigations, market and demand assessment, etc. at its own cost and risk, before submitting its Proposal.

24. Submission of Proposal

- i. Proposals, in its complete form in all respects as specified in the RFP, must be submitted in electronic mode through e-Nivida Portal <https://enivida.odisha.gov.in> by 05-10-2023, 04:00 PM. Physical submission of bids (by hand delivery/Speed post/registered post etc.) shall never be accepted and all such bids will be summarily rejected. Financial bids for each Package should be in separate packets.
- ii. The e-Nivida portal does not allow submission of bids after the due date & time. Hence, the bidders are advised to submit their bids much before the prescribed date and time.
- iii. The bids submitted by any other means like physical submission/telex/telegram/ fax/email etc. other than online in e-Nivida Portal shall not be considered. No correspondence will be entertained on this matter.
- iv. OSRTC reserves the right to modify and amend any of the above-stipulated conditions/ criterion depending upon project priorities and need.
- v. **The Bidder shall be permitted to submit proposals for more than one package with applicable document fee and EMD pertaining to concerned Packages.**
- vi. A copy of the technical proposal shall be received at the above address by **1500 hours on 06/10/2023.**
- vii. The authority or any of its agencies/consultants/advisors shall not be responsible for any delay in uploading the Proposals. Any Proposal uploaded after the Proposal Due Date and time shall not be opened or evaluated and shall be deemed to be rejected for all purposes.
- viii. Bidders may be required to periodically update, at any time as may be notified by Authority, the information submitted in their proposals as regards the following:
 - a. Evidence of access to project funding and its sources; and
 - b. Complete balance sheet of the Bidders.
- ix. The Bidder shall bear all costs associated with the preparation and submission of its Technical Proposal and Financial Proposal, including data collection, analysis, design, etc. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Bid Process.

25. Acknowledgement by the Bidder

- i. It shall be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination of the information provided in the RFP.
 - b. Received all relevant information requested from the Authority.
 - c. Accept the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority.
 - d. Satisfied with all things, matters and information, necessary and required for submitting an informed Proposal, development of the Project in accordance with the RFP and performance of its obligations thereunder.
 - e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority, or a ground

for termination of the Bus Operator Agreement; and

- f. Agreed to be bound by the undertakings provided by it under and in terms of the RFP and the Bus Operator Agreement.
- ii. Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the RFP or the Bid Process, including any error or mistake therein or in any information or data given by Authority.
- iii. It will be deemed that by submitting the Proposal, a Bidder agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the RFP and/or in connection with the Bid Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

26. Modifications or Withdrawals of Proposals

- i. No Bidder shall be allowed to modify its Proposal after the Proposal Due Date.
- ii. Any additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- iii. The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the RFP with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- iv. If the Authority receives a withdrawal notice before the specified time on the Proposal Due Date, then Authority shall return the Proposal to such Bidder unopened, and the Bid Security, if any, submitted by the Bidder.
- v. If the Authority receives a substitution notice from a Bidder before the specified time on the Proposal Due Date, then the Bidder will be allowed to substitute its original Proposal, which shall be returned unopened.

27. Miscellaneous Instructions to Bidders

All Bidders should note the following:

- i. Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring a Proposal non-responsive.
- ii. All communication and information should be provided in writing and in English language.
- iii. All financial data shall be in Indian Rupees.
- iv. The metric system, except for description of land, shall be followed for units. All land-related information will be provided in Acres.
- v. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- vi. No change in or supplementary information to a Proposal shall be accepted once submitted. However, the Authority or any of its agencies/consultants/advisors reserve the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its

agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Proposal. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

- vii. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Authority will not be considered. No change in the quoted Aggregate Bus Operator Cost will be sought, offered, or permitted.
- viii. If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection. Mere clerical errors or Bonafede mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/ consultants/ advisors, is adequately satisfied.

28. Document fee and Bid Security

- i. The bidders are required to submit document fee and Earnest Money Deposit (**EMD**) / **Bid Security** separately for each Package as per the amount given below along with its Technical Proposal:

Sl. No.	Package	EMD / Bid Security (In INR)	Bid Document Fee (INR)
1	Package 1	84,75,000	11,800
2	Package 2	1,23,50,000	11,800
3	Package 3	57,25,000	11,800
4	Package 4	65,75,000	11,800

- ii. Any Proposal not accompanied by an acceptable Bid Security, in the manner stated above, shall be summarily rejected by Authority as non-responsive.
- iii. Unless forfeited in accordance with the RFP, the Bid Security of the unsuccessful Bidders will be returned by the Authority no later than 30 (Thirty) days from the date of execution of the Bus Operator Agreement with the Selected Bidder.
- iv. The Bid Security of the Selected Bidder shall be returned upon the Selected Bidder or the Operator, as the case may be, furnishing the Performance Security (in the form of an unconditional and irrevocable bank guarantee) prior to signing the Bus Operator Agreement.
- v. The Bidder, by submitting its Proposal pursuant to the RFP, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Proposal or for any default by the Bidder during the Proposal validity period as set out in the Bid Schedule.
- vi. The Bid Security shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and liquids payable to Authority for, inter alia, time, cost and

effort of Authority without prejudice to any other right or remedy that maybe available to Authority hereunder or otherwise, under the following conditions:

- a. Proposal is withdrawn during the Proposal validity period.
- b. If a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in the RFP.
- c. If a Bidder is disqualified in accordance with Clause 7.1 (Number of Proposals), Clause 2.2 (Conflict of interest), Clause 2.4 (Other Eligibility Criteria) and Clause 21 (Rights of OSRTC).
- d. If a Bidder is selected as the Selected Bidder and it fails, within the specified time limit, to:
 - Sign and return, as acknowledgement, the duplicate copy of the LOA.
 - Furnish the Performance Security in accordance with Clause 20.
 - Fulfil any other condition precedent to the execution of the Bus Operator Agreement; or
 - Execute the Bus Operator Agreement.

29. Opening and Evaluation of Proposals

29.1 Opening of Proposals

- i. The Authority shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- ii. Authority shall open the Proposals at the time and on the date specified in Bid Schedule at the following address:

The General Manager (Admin.)

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

- iii. The Proposals shall be opened in the presence of the Bidders whose designated representatives choose to be present.
- iv. The names of all Bidders who have submitted Proposals will be read out, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Proposals.
- v. The Technical Proposals will be opened on the date mentioned in the Bid Schedule and at the time and place specified above. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- vi. Once all the Technical Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified to undertake the Project. The procedure for evaluation of the Technical Proposals is set out in the RFP.
- vii. The eligible Bidders (which meet the Qualification Criteria and the eligibility criteria) for the Project will be informed of a date, time and place for opening of their Financial Proposals.
- viii. The Financial Proposals of only the eligible Bidders for the Project will be considered for

evaluation on the date intimated by Authority. The Financial Proposals will be opened in the presence of the representatives of the eligible Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out in the RFP.

- ix. Bidders are advised that the qualification of Bidders and evaluation of the Financial Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.
- x. Any information contained in a Proposal will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Bus Operator Agreement is subsequently awarded to it on the basis of such information.

29.2 General Conditions of Evaluation

- i. To assist in the examination and evaluation of Proposals, Authority or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of Proposals.
- ii. The Authority or any of its agencies/ consultants/ advisors reserves the right to verify any information submitted by the Bidders. Authority's decision regarding any Bidder's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Bidder of the grounds of such decision/rejection.
- iii. Bidders shall provide evidence of their continued eligibility, in accordance with their Proposals in a manner that is satisfactory to Authority and as Authority may reasonably request till signing of the Bus Operator Agreement. Specifically, Bidders may be required to update, at Authority's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. A Bidder may be disqualified if it is determined by the Authority at any stage of the Bid Process that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the qualification criteria.
- iv. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of the Project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Selected Bidder has been announced. Any effort by a Bidder to influence the Authority or any of its agencies/ consultants/ advisors in the processing of the Proposals for award shall result in the rejection of the Proposal of such Bidder.

29.3 Evaluation Stages

- i. The evaluation of the Proposals will be carried out in two sub-stages:
 - a. The first sub-stage will involve qualification of Bidders based on the evaluation of their Technical Proposals to determine compliance with the Qualification Criteria and the eligibility criteria in accordance with the RFP.
 - b. The Bidders will be asked to give a detailed presentation featuring following aspects:
 - Company Overview & Credibility
 - CAPEX & OPEX Model
 - Roll-out Plan

- Project Approach & Methodology
 - Detailed Operational Plan
 - Funding Strategy
 - Proposed Team Structure & Implementation Timeline
- c. Only those Bidders who are found to meet the eligibility criteria and the Qualification Criteria will be qualified for the next sub-stage.
- d. In the second and final sub-stage, the Financial Proposals of the eligible Bidders (as determined in accordance with (a) above) will be evaluated for identifying the Selected Bidder for the Project.
- ii. The Bidders meeting the Qualification criteria specified in the RFP and quoting the Lowest Aggregate Bus Operation Cost (for 1st year) as per the Financial Proposal format shall be considered Preferred Bidder for respective Package.
- iii. In case of the Proposal of the preferred Bidder (i.e., Lowest Bidder) is found seriously unbalanced by Authority in relation to the Market Rate or its Internal Estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Financial Proposal, from the Preferred Bidder and/or all Bidder to demonstrate the internal consistency of those prices.
- iv. "Market Rate" shall mean prevailing Per Km rate for the Semi Urban buses with similar quality and specifications anywhere in India.
- v. "Internal Estimate" shall mean per km rate prepared by Authority through its internal estimates.
- vi. "Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from a skilled and experienced bus operator engaged in city bus operations anywhere in India.
- vii. In case of the Financial Proposal of the Preferred Bidder, which is unrealistically lower or unrealistically higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive. In the RFP, the term **Preferred Bidder** shall mean the Bidder who (a) meets the Qualification Criteria and the eligibility criteria; and (b) quotes the Lowest Aggregate Bus Operation Cost in line with the provision of this RFP.

29.4 Evaluation of Proposals

- i. Determination of Responsiveness and Evaluation of Technical Proposals
- a. The Technical Proposals will first be evaluated to determine responsiveness to the RFP. A Technical Proposal shall be considered responsive only if:
- b. The Technical Proposal and all documents specified in the RFP are received in the prescribed format.
- c. The Proposal is received by the Proposal Due Date, including any extension thereof.
- d. It is signed, sealed and marked in accordance with the provisions of the RFP, including specifically, as per RFP.
- e. It contains all the information and documents (complete in all respects) as requested in the RFP; and

- f. It does not contain any condition or qualification.
- ii. The authorities shall evaluate and determine whether the Bidders who have submitted responsive Technical Proposals satisfy the eligibility criteria and the Qualification Criteria.
- iii. If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Technical Proposal is found to be non-responsive or the Bidder does not meet the Qualification Criteria and the eligibility criteria, then the Proposal submitted by such Bidder will be rejected.
- iv. The authority or any of its agencies/consultants/advisors may ask for additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Proposal. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Authority will not be considered.
- v. In order to determine whether the Bidder satisfies the eligibility criteria and the Qualification Criteria, Authority will examine the documentary evidence of the Bidder's eligibility and qualification submitted by the Bidder and any additional information which Authority receives from the Bidder upon request by Authority.
- vi. Where any information provided by a Bidder is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Proposal.
- vii. Upon completion of evaluation of the Technical Proposals, the Authority will notify all Bidders as to whether they are qualified and eligible for evaluation of their Financial Proposals. The Financial Proposals of those Bidders who do not qualify will not be opened.
- viii. The eligible Bidders (which meet the Qualification Criteria and the eligibility criteria) for the Project will be informed of a date, time and place for opening of their Financial Proposals.

29.5 Evaluation of Financial Proposals

- i. The bidding parameter for selection of the Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the Lowest Aggregate Bus Operation Cost to be quoted by the Bidder in INR, that the Selected Bidder requires from Authority to undertake the Project.
- ii. At the Financial Proposal Opening meeting, in the presence of representatives of the qualified Bidders that choose to be present, Authority shall open each Financial Proposal and announce Aggregate Bus Operation Cost quoted by each Bidder:
- iii. Following the opening of the Financial Proposal, The Authority shall determine the responsiveness of each Financial Proposal. If any Financial Proposal is found
 - a. Not to be complete in all respects; or
 - b. Not duly signed by the authorized signatory of the Bidder; or
 - c. Not to be in the prescribed format; or

- d. To contain alterations, conditions, deviations or omissions in the quoted Aggregate Bus Operation Cost; or
- e. Not signed by the Bidder or its authorized signatory in case of any Alterations, omissions or additions in any part of Financial Proposal other than the quoted Aggregate Bus Operating Cost.

then such Financial Proposal shall be deemed to be substantially nonresponsive.

- iv. The authority shall announce the names of those qualified Bidder whose Financial Proposal is found to be substantially non-responsive and, therefore, such qualified Bidder's Financial Proposal shall not be considered for award of the Project.
- v. In the course of evaluation, if the Authority finds a discrepancy between words and figures quoted, then the amount written in words shall prevail.
- vi. The Bidders meeting the Qualification criteria specified in RFP and quoting the Lowest Aggregate Bus Operation Cost as per the Financial Proposal format shall be considered Preferred Bidder.
- vii. If 2 (two) or more qualified Bidders quoted same amount (Aggregate Bus Operation Cost) in Financial Proposal, then Authority, in its sole discretion, may take any measures as it deems fit, including inviting fresh Financial Proposals or selecting the Bidder with the higher Net Worth.
- viii. If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in the RFP shall follow.

30. Award of Project and Other Miscellaneous Details

30.1 Award of Project

- i. After completing the evaluation of the Financial Proposals and identifying the Selected Bidder, Authority shall issue the Letter of Award (LOA) to Selected Bidder for each Package, indicating its intention for signing the Bus Operator Agreement.
- ii. The Selected Bidder shall execute the Bus Operator Agreement in the revised draft form issues by Authority, with minimal changes or amendments being made to reflect facts or to correct minor errors. The authority shall, within 7 (seven) days of the acceptance of the LOA by the Selected Bidder, provide the Selected Bidder with the final execution draft of the Bus Operator Agreement.
- iii. Unless specified otherwise, within 15 (fifteen) days upon issuance of such LOA to the Selected Bidder, the Selected Bidder shall be required to:
 - a. Submit the Performance Security in accordance with the RFP; and
 - b. Sign and stamp the LOA and send it to the Authority as acknowledgement of the LOA.
- iv. In the acknowledged copy of the LOA, the Selected Bidder shall indicate the date on which it proposes to execute the Bus Operator Agreement, which shall not be later than 15 (fifteen) days of the date of acknowledgement of the LOA. Authority and the Selected Bidder, as the case may be, shall execute the Bus Operator Agreement on the date specified by the Selected Bidder in the acknowledged copy of the LOA.
- v. The authority shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Bus Operator Agreement provided by Authority under RFP.

- vi. If the Selected Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Bus Operator Agreement, Authority may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in RFP shall follow.
- vii. If the Selected Bidder fails to satisfy the conditions specified in the RFP above or fails to execute the Bus Operator Agreement on or before the date stipulated in the LOA, Authority may, unless it consents to an extension, without prejudice to any of its rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If the Authority elects to disqualify such Bidder and revoke the LOA, then the procedure set out in RFP shall follow.

30.2 RFP Document Fee and Performance Security

i. **Cost of Bid Document:**

- a. The bidders are required to submit **INR 11,800/-** (non-refundable) including GST @18% per Bid, to be payable in the form of Account payee Demand Draft / Pay Order / Banker's Cheque in favour of "Accounts Officer OSRTC, Bhubaneswar" along with the Proposal as non-refundable cost of RFP document.
- b. It is further clarified that a bidder needs to submit the Cost of RFP document.
- c. The cost of RFP Document shall be submitted as Part of Technical Bid in a separate sealed cover. Any Proposal not accompanied by RFP Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Proposals of such Bidder shall not be evaluated further.

ii. **Performance Security:**

- a. Performance Security: OSRTC shall issue a letter of award (LOA) to the selected Bidder within 15 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm/agency is required to submit a Performance Security in the form of Bank Guarantee from Scheduled Commercial Bank for an amount equivalent to **3% of the Total Contract Value** in favour of OSRTC and enter into the contract agreement with OSRTC. The Performance Security shall be valid throughout the entire Contract period. The Bank guarantee for 2 years and then renewal for the same till Contract period and 60 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract.
- b. The Successful Bidder shall be required to furnish additional performance security, in proportion to the additional quantity of buses ordered by the Authority pursuant to the provisions of the RFP.
- c. If the Bidder, fails to furnish the Performance Security in the stipulated time limit, it shall be lawful for Authority to forfeit the EMD and cancel the Agreement or any part thereof.
- d. The Authority shall be entitled 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 Operator in the fulfilment or performance and obligation in all respects of the Operator as per the provision set forth in the Bus Operator Agreement.
- e. If the contract is terminated for reasons other than which can be attributable to the Operator, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Operator under this contract, be duly discharged and

released to the Operator.

- f. The Performance Security shall remain in full force and effect during the Contract period and 60 days thereof that would be taken for satisfactory performance and fulfilment in all respects of the contract. If required, the Performance Security may be extended to a mutually agreed period. On the performance and completion of the contract in all respects, the Performance Security will be returned to the Operator without any interest.

30.3 Rights of Authority / OSRTC

- i. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. Suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the LOA to the Selected Bidder.
 - b. Consult with any Bidder in order to receive clarification or further information.
 - c. Retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Bidder.
 - d. Independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of Authority.
 - e. Reject a Proposal, if:
 - At any time, a material misrepresentation is made or uncovered; or
 - The Bidder in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Proposal.
- ii. Accept or reject a Proposal, annul the Bid Process and reject all Proposals, at any time prior to the issuance of the LOA to the Selected Bidder, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Bidders and without any obligation to inform the affected Bidders.
- iii. In the event that the Authority annuls the Bid Process and rejects all Proposals, it may, in its sole discretion, invite fresh Proposals from all Bidders.
- iv. If Authority exercises its right under the RFP to reject a Proposal and consequently, the Preferred Bidder for the Project gets disqualified or rejected, then Authority reserves the right to:
 - a. Select the second Preferred Bidder as the Selected Bidder for the Project; or
 - b. Take any such measure as may be deemed to fit in with the sole discretion of the Authority, including inviting fresh Financial Proposals from the qualified Bidders or annulling the entire Bid Process.
- v. If it is found during the Bid Process, at any time before signing the Bus Operator Agreement or after its execution and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by a Bidder, or a Bidder has made material misrepresentations or has given any materially incorrect or false information to Authority, then:

- a. The Bidder will be disqualified if not declared as the Selected Bidder by the issuance of the LOA; and
 - b. The LOA shall be cancelled if the Bidder has been declared as the Selected Bidder and if the Bus Operator Agreement has been executed with the Selected Bidder, then the Bus Operator Agreement shall be liable to be terminated forthwith.
- vi. Upon any disqualification, cancellation, or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Bidder. Additionally, Authority will have the right to forfeit and appropriate the Bid Security or, as the case may be, the Performance Security if the Operator Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by Authority for, amongst others, Authority 's time, cost and efforts in conducting the Bid Process. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the RFP or Applicable Law.
- vii. The Authority can select multiple operators for a single Package as per requirement.

30.4 Miscellaneous

- i. The Bid Process, the RFP and the Proposals shall be governed by, and construed in accordance with, the laws of India.
- ii. The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFP.
- iii. All documents and other information provided by the Authority or submitted by a Bidder to Authority will remain or become the property of the Authority, as the case may be. Bidders are required to treat all information provided by Authority in the RFP as strictly confidential and will not use them for any purpose other than for preparation and submission of their Proposals.
- iv. Authority will treat all information, submitted as part of a Proposal in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Proposals or the Bid Process unless:
 - a. Such publication is contemplated under these RFP; or
 - b. Such publication or disclosure is made to any person who is officially involved or concerned with the Bid Process or is a retained professional advisor advising Authority or the Bidders on matters arising out of or concerning the Bid Process; or
 - c. It is directed to do so by any statutory authority that has the power under law to require its disclosure; or
 - d. Such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005); or
 - e. In connection with any legal process.
- v. Authority shall not be required to return any Proposal or part thereof or any information provided along with the Proposal to the bidders, other than in accordance with provisions of the RFP.

31. Bus Specifications for OSRTC

i. Specifications of three types of Buses are given in the table below.

Sl. No.	Parameter	Bus Specification (9m-10m Non-AC)	Bus Specification (9m-10m AC)	Bus Specification (12m AC)
1	Certification			
1.01	Bus type	TYPE II, NDX	TYPE II, NDX	TYPE II (Homologation to be obtained).
1.02	Category Of Bus	Midi	Midi	NDX
1.03	Type of Fuel	Diesel	Diesel	Diesel
1.04	Vehicle Emission Compliance	BS-VI with OBD II	BS-VI with OBD II	BS-VI with OBD II
1.05	Compliance to Latest revision of CMVR Rules in all respects	Yes	Yes	AIS052 & AIS 153 Certification for Type 2. Roll over. Electronic stability control.
1.06	Tracking Device (VLT/ATD) compliance of AIS 140	Yes	Yes	Yes
1.07	Security Camera Network (CCTV) as per IS 16833/2018	3 nos. internal camera and rear parking camera	3 nos. internal camera and rear parking camera	3 nos. internal camera and rear parking camera
1.08	Passenger Information System (PIS) LED Board	4 nos. (One at Front, one at rear, one at external door side and one at passenger area)	4 nos. (One at Front, one at rear, one at external door side and one at passenger area)	4 nos. (One at Front, one at rear, one at external door side and one at passenger area)
1.08	Bus Body	Meeting CMVR, AIS 052 and AIS 153	Meeting CMVR, AIS 052 and AIS 153	Meeting CMVR, AIS 052 and AIS 153
2	Engine and powertrain			
2.01	Minimum Engine Power (BHP)	140	145	145
2.02	Rated RPM at Min power (minimum)	2400	2400	2000 to 4000
2.03	Engine Torque Minimum (N-m)	400	450	700 Nm to 925 Nm
2.04	Engine Exhaust system	Both EGR & SCR	Both EGR & SCR	Both EGR & SCR
2.05	Engine Aspiration	Turbocharged	Turbocharged	Turbocharged
2.06	No of Cylinder in Engine Minimum	4	4	4
2.07	Acceleration (0-30 kmph)	As per AIS 153	As per AIS 153	As per AIS 153
2.10	Gradeability of Vehicle minimum	As per CMVR	As per CMVR	As per CMVR

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Sl. No.	Parameter	Bus Specification (9m-10m Non-AC)	Bus Specification (9m-10m AC)	Bus Specification (12m AC)
2.11	Vehicle Transmission System	Manual	Manual	Manual
2.12	No of Speed/ Forward Gears	As per OEM Standards	As per OEM Standards	As per OEM Standards
2.13	Front Suspension System	Parabolic / Weveller	Parabolic / Weveller	Parabolic / Weveller
2.14	Rear Suspension System	Air / Parabolic	Air / Parabolic	Air / Parabolic / Weveller
2.15	Vehicle Brake ABS Fitted	Yes	Yes	Yes
2.16	Vehicle Brake	Air assisted drum brakes with electronic stability control as per AIS 150 and AIS 153 as per GSR 246€ and CMVR Rule 125-C	Air assisted drum brakes with electronic stability control as per AIS 150 and AIS 153 as per GSR 246€ and CMVR Rule 125-C	Air brakes (Front and rear Drum) with electronic stability control as per AIS 150 and AIS 153 as per GSR 246€ and CMVR Rule 125-C
2.17	Type of Clutch	Single plate dry friction type diaphragm clutch	Single plate dry friction type diaphragm clutch	Single plate dry friction type diaphragm clutch
2.18	Fuel Tank Capacity (Ltr.) minimum	100	100	370
3	Axles, Tyres and Steering			
3.01	No of Axle	2	2	2
3.02	Type of Front Axle	I beam type, made of alloy steel, with reverse Elliot	I beam type, made of alloy steel, with reverse Elliot	I beam type, made of alloy steel, with reverse elliot
3.03	Type of Rear Axle	Fully floating type with spiral/ Hypoid gears	Fully floating type with spiral/ Hypoid gears	Fully floating type with Hypoid gears
3.04	Tyre type	Tubeless Radial	Tubeless Radial	Tubeless Radial
3.05	Tyre Dimension (minimum)	225/75 R 17.5	225/75 R 17.5	295/80 x R22.5
3.06	Type of Steering	Hydraulically Power assisted	Hydraulically Power assisted	Hydraulically Power assisted
3.07	Towing Hook Front	Yes	Yes	Yes
3.08	Towing Hook Rear	No	No	No
4	Electricals			
4.01	Electrical System Minimum	12 volts with battery isolating switch	24-volt AC with battery isolating switch	AIS 153 Compliant
4.02	Capacity/Rating Battery (Ah) (Minimum)	130 / As per OEM	150 / As per OEM	Min. 150Ah 24 V / As per OEM
4.03	Starter rating, volts (Minimum)	12	24	24

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Sl. No.	Parameter	Bus Specification (9m-10m Non-AC)	Bus Specification (9m-10m AC)	Bus Specification (12m AC)
4.04	Starter make and Model	Lucas/Bosch/SEG	Lucas/Bosch/SEG	Lucas/Bosch/SEG
4.05	Alternator Rating, amps minimum	As per OEM Standards	As per OEM Standards	As per OEM Standards
4.06	Alternators make and model	Lucas/Bosch/SEG	Lucas/Bosch/SEG	Lucas/Bosch/SEG
5	Body Specification			
5.01	Body design	As per AIS 052 and AIS 153	As per AIS 052 and AIS 153	As per AIS 052 and AIS 153, with AC
5.02	Front show	FRP	FRP	FRP
5.03	Rear show	FRP	FRP	FRP
5.04	Side Luggage box & Rear luggage box	LH side 1 nos., Flap door with luggage lock with gas spring and lights. Rear luggage box 1 nos, Flap door with luggage lock with Stay rod and lights	LH side 1 nos., Flap door with luggage lock with gas spring and lights Rear luggage box 1 nos, Flap door with luggage lock with Stay rod and lights	LH side 2 nos., Flap door with luggage lock with Stay rod and lights Rear luggage box 1 nos, Flap door with luggage lock with Stay rod and lights
5.05	Exterior Panel – Skirt	GI Sheet	GI Sheet	Aluminium
5.06	Exterior Panel – Stretch	GP Coil	GP Coil	GI Sheet
5.07	Exterior Panel – Roof	GI Sheet	GI Sheet	GI Sheet
5.08	Interior Panel – Roof	Pre painted GI sheet	Pre painted GI sheet	Pre painted GI sheet
5.09	Interior Panel – Side	Pre painted GI sheet	Pre painted GI sheet	ABS
5.10	Interior Panel – window pillar finishers	Pre painted GI sheet/ABS	Pre painted GI sheet/ABS	ABS
5.11	Floor	12mm FR grade plywood with 1.5mm thick vinyl mat as per AIS 052	12mm FR grade plywood with 1.5mm thick vinyl mat as per AIS 052	12mm FR grade plywood with 3.0mm thick vinyl mat as per AIS 052
5.12	No of passenger Doors	1	1	2
5.13	Position of passenger door	as per OEM Standard	as per OEM Standard	One at front and one at rear
5.14	Vehicle Seating Capacity Excluding Driver	Minimum Seating capacity excluding Driver	Minimum Seating capacity excluding Driver	Minimum Seating capacity excluding Driver
5.15	Seating Plan	2X2 fixed type	2X2 fixed type	3x2 on all areas and 2x2 for rear wheel arch area.
5.16	Type of seats	HHR	HHR	HHR
5.17	Widows Glasses (toughened type glass as per ARAI approved)	Side windows with top portion fixed and	Top portion fixed glass & bottom portion in two halves	Fixed glass

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Sl. No.	Parameter	Bus Specification (9m-10m Non-AC)	Bus Specification (9m-10m AC)	Bus Specification (12m AC)
		bottom portion sliding will be provided.	in horizontal sliding either fixed glass.	
5.18	Swivelling Fan	For Driver	For Driver	Manual Swivelling Fan for Driver
5.19	Rear Number Plate position	Bottom Bumper Centre	Bottom Bumper Centre	Bottom Bumper Centre
6	Dimensions			
6.01	Wheelbase, mm (minimum)	4200	4200	5900
6.02	Length of Vehicle Body, mm (minimum)	9000 - 10000	9000 - 10000	12000
6.03	Width of Vehicle Body, mm	As per CMVR	As per CMVR	2590 – 2600
6.04	Height of Vehicle Body, mm	As per CMVR	As per CMVR	Minimum 3350 mm including AC
6.05	Front Overhang (Max 40% of wheelbase), mm (Minimum)	2020 (Max 40% of wheelbase), mm	2020 (Max 40% of wheelbase), mm	2400 (Max 40% of wheelbase), mm
6.06	Rear Overhang (Max 60% of wheelbase), mm (Minimum)	2520 (Max 60% of wheelbase), mm	2520 (Max 60% of wheelbase), mm	3600 (Max 60% of wheelbase), mm
6.07	Floor Height, mm (Minimum)	900	900	900 +/- 20mm
6.08	Ground Clearance, mm (minimum)	180	180	230
6.09	Turning Radius, mm (Minimum)	As per OEM Standard	As per OEM Standard	As per OEM Standard
7	Weights			
7.01	Kerb Weight, kgs	As per OEM Standards	As per OEM Standards	As per OEM Standards
7.02	Gross Vehicle Weight, kgs	As per OEM Standards	As per OEM Standards	As per OEM Standards

Note : **Fully build buses and Design Should be factory printed prior to delivery.**

ii. Bus Specification/ Technical Specification are as follows.

1. Architecture:

- The architecture defines the overall interconnectivity of the different sub-system inside the vehicle, communication within the sub systems and integration with the ITMS/backend solution for the transmission of the real time vehicle information. It shall consist of the following subsystems.
- Passenger information system (PIS)
- Automatic vehicle location system (AVL)
- Security camera network system (SCN)
- Vehicle health monitoring and diagnostics (VHMD)
- On-board pole mounted ticketing machines

2. Camera:

- 2 nos. CCTV inside the bus and 1 no. for reverse parking camera and 1 no. for dashboard Camera with NVR, AVLS device (AIS-140) along with Panic buttons, Provision of Sim Card/ Dongle and to transmit live feed to Command Control Center along with 7" TFT Monitor.
 - Further it should have the capability to store footage for up to 15 days and memory should be extendable.
 - Further the switch for the camera should be controlled by the Ignition switch keys of the driver.
3. Dashboards tell-tale lighting/control lighting- As per AIS 052 & bulbs tested for photometry as per IS 1606:1996
 4. Cabin lighting and Passenger Area Lighting- LED Lights as per AIS 052
 5. Fire extinguisher- Dry chemical powder type GSR– 853 (E) dated 19.11.2000 (or latest) and as per AIS 052, 1 nos. 6 kg each and 2 nos. 2 Kg each, ISI Marked
 6. First aid box-1 Number, as per provision of CMVR complete with first Aid items like Bandage, betadine tube, cotton etc.
 7. Emergency exit doors, warning devices etc.: As per AIS 052/CMVR
 8. Front/Rear door, step well lights, door open sign- LED Bulbs as per AIS 008
 9. Warning triangle- As per AIS 052/CMVR
 10. Fire Suppression System (for engine)- FDAS or FDSS as per AIS 153
 11. Water Bottle holder- Required.
 12. Public address system- Yes, and Mic at dashboard, LED TV display inside the bus for 12m AC
 13. Music System- Audio player having USB port with amplifier. 4 Nos of speakers at hat rack zig zag arrangement

14. PIS System:

Sl. No.	Particulars- Dimensions	Description
1.	Cabinet size	912 x 180 x 53 mm
2.	Display Area	842 x 120 mm
3.	Character Height	120 mm
4.	LED Parameters	
5.	Type of LED	Dot Matrix
6.	Color	Amber Colored
7.	Wavelength	591 to 595 nm Dominant Wavelength as per AIS-012 standard
8.	Intensity	40 mCd
9.	Viewing Angle	45 Degree all around
10.	UV resistant	Yes
11.	Electrical Parameters	
12.	Operating Voltage	Nominal + 24V DC or + 12 V Optional: Extended Supply Range 9 V to 36 V DC
13.	Power Consumption	0.4 A @ 24V DC

Sl. No.	Particulars-Dimensions	Description
14.	Protection	Power supply input is protected against Reverse Polarity, over voltage, Cranking voltage, Load Dump Resettable fuse inside the cabinet for over current Communication lines are protected against high voltage application and ESD
Quality		
15.	EMI/EMC	Test complied as per – AIS 004 Part 3
16.	Ambient Environment	Operating temperature: -15°C to 80°C
17.	Humidity	95% RH for +25°C/+55°C ,24 Hrs. for 6 cycles in off condition
18.	Vibrations	10g as per AIS 012
Display Characteristics		
19.	No. of Sides	Single sided
20.	Line Matrix	16 x 112
21.	Pitch	7.62 (H) x 7.62 (V)mm
22.	Intensity of display	In-built light sensor with continuously variable brightness control to enable the display intensity to change based on ambient light conditions.
23.	Viewing distance	15 meters minimum, for single line text in both Day and Night
24.	Data interface	Via RS 485
25.	Memory	Ability to retain the last message displayed in event of power failure without the message being reloaded from Controller
Structure		
26.	Aluminum Cabinet, Powder Coated finish with Polycarbonate at front	
27.	Weight - 5 kg	
28.	Mounting arrangement by roof hanging, wall mounting	
29.	Automotive grade components used, with conformal coated PCB boards	
30.	Technical Specification	
31.	To display Bus number and Destination in Fixed, Scrolling, and flashing mode formats with the help of SCU / Bus Controller with fixed route number up to 6 characters with capability to show customized graphics	
32.	Display in English (2 lines) / Hindi (1 line) / Odia (1 line)	
33.	Total display height is capable to accommodate two lines in English language and the Individual heights of each line are adjustable to enable one line to be larger/smaller than the second line.	
34.	Possible to display, concurrently, different messages	
35.	Able to display special signs like signs for 'PWD enable bus', 'ladies special'.	
36.	Display in English and Odia using Microsoft fonts via window-based software package	
37.	Possible to change/choose/select a 'route' remotely over the air from back office and provide current route information to back office through SCU	
38.	Back office can check, via SCU, the version of firmware loaded on the display.	

Sl. No.	Particulars-Dimensions	Description
39.		Able to store Diagnostic trouble codes (DTC), Parameters identifiers (PID) as per Annex-3 and data retrievable through SCU

32. Formats for Technical Proposal

(Enclosed in Envelope A)

Contents:

Annexures (A)	Description
Annexure I	Covering letter
Annexure II	Description of the Bidding entity
Annexure III	Power of attorney for appointing the signatory
Annexure IV	Information on Litigation
Annexure V	Format of Average Turnover and Average Net worth Certificate
Annexure VI	Vehicle Ownership or Operational Experience
Annexure VII	Statement of Deviation from Technical Specifications
Annexure VIII	Manufacture Authorization Form (MAF)
Annexure IX	Non-Blacklisting declaration
Annexure X	Self-declaration for Non-Performance
Annexure XI	Format for Bank Guarantee for EMD

Annexure I: Covering Letter

(On Bidder's Letterhead)

Date: _____

To

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

Ref: **Package 1/2/3/4 of RFP for "Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model".**

Sir,

1. The Proposal is being submitted by M/s. (name of the Bidding company/ partnership/ proprietary firm), who is the bidding company/partnership/ proprietary firm, in accordance with the terms and conditions stipulated in the RFP.
2. Having examined the 'Instructions to Bidder', Scope of Services, terms and conditions, Annexure and Content of the RFP, we undersigned, hereby submit our unconditional Proposal with regard to the captioned RFP.
3. We understand that our Financial Proposal would be opened only if we are able to demonstrate that we meet the qualifications for the Package/s we have applied for.
4. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for pre-qualification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid/Eligibility and Qualification Submission is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
5. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
6. We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the bidders to bid for the Project, without incurring any liability to the Bidders.
8. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
9. We hereby irrevocably waive any right or remedy 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 the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
10. We acknowledge the right of OSRTC not to award the Project without assigning any reason

or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

11. We certify that in the last 3 (three) years, we or our Associates have neither been expelled from any project or contract by any government or government instrumentality or have had any contract terminated by any government or government instrumentality for breach on our part.
12. We certify that we or our Associates have not been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any project or being awarded any contract and no such bar subsists on the Proposal Due Date.
13. We understand that OSRTC may cancel the Bid Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders, in accordance with the RFP.
14. In the event of us being declared as the Selected Bidder for the Project, will enter into a Bus Operator Agreement in the draft form set out at Volume III of the RFP, as may be revised in accordance with the RFP. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
15. We have studied all the RFP and all the information carefully. We understand that except to the extent expressly set forth in the Bus Operator Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by OSRTC or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of the Project.
16. A Power of Attorney from the Bidder authorizing the undersigned as the authorized representative, signatory and contact person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc., in respect of the Project is included as a part of the Proposal.
17. We have enclosed a Demand Draft/ Pay Order of INR 10,000/- plus GST @18% (non-refundable) in favour of "OSRTC" payable at Bhubaneswar (DD No. drawn on __, Bank) as cost of the RFP document.
18. We agree and understand that the Proposal is subject to the provisions of the RFP. In no case we shall have any claim or right against OSRTC if the Project is not awarded to us or our Proposal is not opened.
19. We agree and undertake to abide by all the terms and conditions of the RFP document. Our Proposal shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date.

For and on behalf of:

Signature

(Authorized Representative and Signatory)

Name of the person:

Designation:

Enclosures: EMD, Power of Attorneys, RFP Document cost & other information as per RFP requirements

Annexure II: Description of the Bidder

SI No	Subject	Details
1	Name and address of the Bidding Entity	
2	Address of the Bidding entity, contact person, Phone/Fax Nos., E-Mail Address	
3	Main lines of business of the Bidding entity	
4	Details of the Authorized Signatory/Point of Contact Name – Designation – Email Address – Address for Communication – Mobile No. -	

Signature:

(Authorized Representative and Signatory)

Name of the person:

Designation:

Annexure III: Format of Power of Attorney for Appointing Signatory

(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 **RFP for “Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model”** (“Project”), the company/partnership/ proprietary firm is submitting its Proposal for the Project issued by the OSRTC and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint

Ms./Mr. ----- Daughter/son of -----
-----resident of -----, holding the post of
-----as the Attorney of the Company.

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

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

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

- To execute all necessary agreements or documents for implementation of the Project, including the Bus Operator 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 -----,23.</p> <p>in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>-----</p> <p>[name & designation of the person]</p> <p>-----</p> <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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- 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 Bidders 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 IV: Format of Information on Litigation

(To be provided by the Bidder)

Sl. No.	Name	Forum and Counterparty	Brief Description of the matter	Estimated financial liability	Current Status of Litigation	Orders passed against the Bidder

Signature:

(Authorized Representative and Signatory)

Name of the person:

Designation:

Annexure V: Format of Average Turnover Certificate and Average Net worth Certificate

Date:

(The average Net worth Certificate and Average Annual Turnover Certificate should be certified by Statutory Auditor)

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		

Instructions:

- The Bidder should provide details of its own Financial Capacity specified in the Tender.
- The Bidder shall attach copies of the financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - Reflect the financial position and turnover of the Bidder.
 - Be audited by a statutory auditor.
 - Be complete, including all notes to the financial statements; and
 - Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Dated thisday of 2023.

Name of the CA:

Signature of Certifying CA:

Membership No.

UDIN-

Annexure VI: Vehicle Ownership or Operational Experience

(On Bidder's letterhead)

We hereby declare that our company/firm has experience of operation of following no of Buses through ownership or contractual right.

FOR OWNERSHIP EXPERIENCE FOR REQUIRED NO OF BUSES/. FOR LAST THREE YEARS:

Period of Ownership (Year to Year)	No. of Passenger Buses/. owned by the Bidder	No. of Passenger Buses/. owned by the Associate	Total	Relationship with the Associate as per the definition provided in the RFP

- ❖ Copy of RC books for owned vehicles are to be attached here with.
- ❖ RTO ownership certificate.
- ❖ Document showing relationship of Bidder with the Associate.

FOR OPERATION EXPERIENCE FOR REQUIRED NO OF BUSES/. FOR LAST THREE YEARS:

No. of Bus/. operated through contract by the Bidder	No. of Bus/. operated through contract by the Associate	Total	Relationship with the Associate as per the definition provided in the RFP
<i>Details to be submitted in the table.</i> 1. No. of buses/. contracted. 2. Contract period 3. Contract Date and number 4. Name of the client	<i>Details to be submitted in the table.</i> 1. No. of buses/. contracted. 2. Contract period 3. Contract Date and number 4. Name of the client		

- ❖ The copy of contract document/Letter of Award / Letter of Intent
- ❖ Completion certificate / Interim Satisfaction Certificate from the client for respective contract if available
- ❖ Document showing relationship with the Associate as per the definition given in the Technical Qualification criteria.
- ❖ In case operation contract is held in partnership, the partnership agreement copy specifying the share of each partner must be submitted.

FOR AGGREGATION EXPERIENCE FOR REQUIRED NO OF BUSES/. FOR LAST THREE YEARS:

No. of Bus/. operated through aggregation by the Bidder	No. of Bus/. aggregated through by the Associate	Total	Relationship with the Associate as per the definition provided in the RFP
Details to be submitted in the table. 1. No. of buses/. aggregated. 2. Contract period 3. Location vehicle rides details 4. App details	Details to be submitted in the table. 1. No. of buses/. aggregated. 2. Contract period 3. Location vehicle rides details 4. App details		

- a) Copies of contract documents /Letter of Association with vehicle owners / operators for aggregation
- b) Vehicle Ride/ridership data in verifiable MIS formats
- c) Document showing relationship with the Associate as per the definition given in the Technical Qualification criteria.
- d) In case operations are in partnership firm, the partnership agreement copy specifying the share of each partner must be submitted.

(Signature and name of Authorized Representative)

Designation: -

Date:

Annexure VII: Statement of Deviation from Technical Specifications

We hereby state the deviations from the Technical Specifications in our offer. We understand that the OSRTC has the right to discuss these deviations with us before finalization of Technical Bid and before final bid aware. We understand and accept that in the event of material deviation, our bid is likely to be rejected.

SI No	Technical Specification Clause Reference and Provision	Deviation proposed	Rationale thereof

Signature and Seal of the Bidder

Annexure VIII: Manufacture Authorization Form (MAF)

(To be submitted by bidder who is participating individually other than OEM)

{This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer.}

To

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

Ref: Package 1/2/3/4 of RFP for “Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model”.

Dear Sir,

We, who are established and reputable _____ having factories / development facilities at (address of factory / facility) do hereby authorize M/s (Name and address of OEM) to submit a Bid and accept the Purchase Order against the above Bid Invitation. We hereby extend our full guarantee and warranty for the Bus along with its associated services offered by the Bus Operator as per the terms of this Bid Invitation. Additionally, we pledge to provide unwavering support to the supplier in terms of necessary spare parts and maintenance throughout the entire duration of the contract.

We hereby grant full authorization to the mentioned firm to represent us in fulfilling all the necessary responsibilities related to the Bus, including technical support and maintenance obligations required for the Project.

- A. The OEM shall be responsible for the entire contract period, as per the Concession Agreement to be entered in between OSRTC & the party of First part and shall abide by the following:
1. Shall be responsible for manufacture and Supply of 9m Ac/Non-Ac & 12m (AC) Buses [its related equipment and compact sub-stations] as per the specifications offered in the Bid against the RFP.
 2. Shall be responsible for all Type Approvals related to the Bus [compact sub-stations]
 3. Shall be responsible for fulfilling the guidelines of Government.
 4. Shall be responsible for technical support, supply of materials/ spare parts/ units/ aggregates related to the buses supplied.
 5. Shall be responsible for providing maintenance throughout the Contract.

[In case of suspension/termination of Bus Operator, the OEM shall continue its obligations the aforementioned service.]

Yours faithfully,

(Name)

Seal

Annexure IX: Non-Blacklisting Declaration

(On Bidder's Letterhead)

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 **Package 1/2/3/4 of RFP for "Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) 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 X: Self-declaration for Non-Performance

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

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 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 Operator) here by deposits with the (Name of the purchaser).

We the (Bank or Financial Institution) agree that the Operator 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 Operator. 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 Operator 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 Bus Operator 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 Operator.

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 Operator of its obligations under the Contract and/or as demanded by the Authority.

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

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) 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:

33. Format for Financial Proposal

(Enclosed in Envelope B)

(On the letter head of Bidder)

Contents:

Annexures (B)	Description
Annexure XII	Format for Financial Proposal

Annexure XII: Format for Financial Proposal

(Enclosed in Envelope B)

Date:

(On the letter head of Bidder)

Place:

To

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

Ref: Submission of Financial proposal for **Package 1/2/3/4 of RFP for “Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V routes under LAccMI Scheme on Gross Cost Contract (GCC) Model”**.

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 **Package 1/2/3/4 of RFP for “Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model”**, we hereby provide our Financial Proposal.

1. We understand that the services shall be provided as per the terms and conditions specified in the Bus Operator Agreement 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 Bus Operator Agreement, 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 operator 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 LAccMI Scheme 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 Aggregate Bus Operating Cost for 1st year after through reading of this RFP document, Draft Bus Operator Agreement 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 **Package 1/2/3/4** of RFP for “**Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model**”, as part of the Bidding Option that we have selected, is as follows:

A. Aggregate Bus Operating Cost

Sl. No.	Item	Rate (Rs per KM) (9m-10m Non-AC Buses)	Rate (Rs per KM) (9m-10m AC Buses)	Rate (Rs per KM) (12m AC Buses)
1.	Capital Cost (Bus Provision /Depot equipment's and other upfront investments)			
2.	Labour			
3.	Driver Salary			
4.	Other Admin staff			
5.	Maintenance Staff			
6.	Fuel and Lubricants			
7.	Tyre Tubes			
8.	Battery			
9.	Repair and Maintenance except AC			
10.	Repair and Maintenance of AC			
11.	Insurance			
12.	Cleaning			
13.	Vehicle registration charges			
14.	Motor Vehicle Tax of Odisha			
15.	Additional MV Tax			
16.	Financing/Interest Cost			
17.	Other Cost (Water, Electricity and other overhead cost etc pl specify)			
18.	Profit			
19.	Depot Infrastructure (civil) development			
20.	Any other Maintenance			
21.	Fuelling Cost			
22.	Any other (mentioned here)			
23.	Base Rate (Total of Rows 1 to 22)			

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Sl. No.	Item	Rate (Rs per KM) (9m-10m Non-AC Buses)	Rate (Rs per KM) (9m-10m AC Buses)	Rate (Rs per KM) (12m AC Buses)
24.	GST, if any (It will not be considered for price comparison between different bids)			
25.	No. of Bus (Quantity)			
26.	Assured Km Per annum per bus	76,000	76,000	76,000
27.	Total Value of Payment for First year of Operation (before GST, if any) (Row 23 x 25 x 26)	A	B	C
28.	Total Value of Payment per Annum (Total values in Row 27) (In figures) (Aggregate Bus Operating Cost)	A+B+C		

Note:

i. For the purposes of evaluation, only the Aggregate Bus Operating Cost in Year 1 as per Row 28 above based on Base Rate shall be considered. GST, if applicable will be payable at applicable rate over the above price per km but will not be part of financial Evaluation for comparison of Proposal purposes.

A. Cost of Bus Provision:

Bidder must submit estimated cost of Bus in the following manner for information purposes. This will not be used in Price comparison of different bids.

Bus Provision Cost		
Rs. Per Bus (Inclusive of all taxes) 9m / 10m Non-A/C Buses (In Words)	Rs. Per Bus (Inclusive of all taxes) 9m / 10m A/C buses (In Words)	Rs. Per Bus (Inclusive of all taxes) 12m A/C buses (In Words)
Rs. Per Bus (Inclusive of all taxes) 9m / 10m Non-A/C Buses (In Figures)	Rs. Per Bus (Inclusive of all taxes) 9m / 10m A/C buses (In Figures)	Rs. Per Bus (Inclusive of all taxes) 12m A/C buses (In Figures)

(Signature and name of Authorized Representative)

Designation:

Date:



Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

Volume-III: Draft Bus Operator Agreement

Issued By

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

BUS OPERATOR AGREEMENT (Cluster-X under LAccMI Scheme)

This Bus Operator Agreement (**Agreement**) is executed on this day of 2023 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 XXXXXXXXXXXX (hereinafter referred to as the “**Operator**”, which expression shall include its successors and permitted assigns).

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

WHEREAS

- A. The authority is legally empowered and mandated to plan, schedule, own, manage, operate and maintain the Bus Service in Odisha under LAccMI Scheme Cluster-X-I. The Authority is planning to upgrade and expand the Semi Urban Transport Bus System. As part of this plan, the Authority is deploying **XXX numbers of 9m to 10m (Ac & Non-AC) Midi buses and XXX (AC) buses** (Bharat Stage VI Diesel buses) under **LAccMI Scheme Cluster-X-X** comprising one package through the Gross Cost Contract with private operators selected through open competitive bidding.
- B. This Agreement is for Package 1 comprising **XX number of 9m to 10m Non-AC, XX number of 9m to 10m AC and XX number of 12m AC** Bharat Stage-VI Diesel buses with the Operator for Procurement, Operation and Maintenance of these buses with responsibilities better defined in the accompanying clauses in this Agreement and other volumes of the RFP, Corrigendum & Addendum documents.
- C. The Authority had issued an RFP on for selection of Private Bus Operator for aforementioned work. **M/s XXXXXXXXXXXXX** had submitted its proposal which was duly evaluated and accepted by the Authority vide Letter of Acceptance dated (**XX/XX/XXXX**) (hereinafter called the "LoA") for **XXXXXXXXXX** Bharat Stage-VI Diesel buses (Contracted Buses). The LoA requires, inter alia, the execution of this Agreement.

- D. By Letter of Award (LoA) dated, **M/s XXXXXXXXXXXXX** (Operator) has accordingly agreed to enter into this Agreement with the Authority for execution of his rights and responsibilities, subject to and on the terms and conditions set forth hereinafter.
- E. The Operator has submitted Performance Security of Rupees Four Crores twenty-eight lakh forty thousand eight hundred eighty-one Only in the form of Bank Guarantee, with Number **INR XXXXXX** /- Dt. from Bank in favour of the Authority encashable in Bhubaneswar as prerequisite for signing of this Agreement.
- F. The Authority and the Operator are hereby entering into this Operator Agreement to implement the Project of Procurement, Operation and Maintenance of the LAccMI Bus Service System in the semi urban area of Odisha under Cluster-X.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In the Agreement, unless the context otherwise requires, the following terms and expressions, whenever used, shall have the following meanings hereinafter respectively ascribed to them:

1.1.1. "Agreement" means this agreement executed between the Authority and the Operator together with its annexure and any further correspondence, notices, and conditions, in the RFP, Corrigendum & Addendum documents or otherwise, that the Parties signatory to this Agreement have expressly agreed to include as part of this Agreement.

1.1.2. "Applicable Clearances" means all clearances, permits, no-objection certifications, exemptions, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project, during the subsistence of this Agreement.

1.1.3. "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 Agreement, and applicable to the Project.

1.1.4. "Appointed Date" shall mean and refer to the date of signing and acknowledgement of Letter of Intent (LoI) dated

1.1.5. "Assured Fleet Availability" shall have the meaning as ascribed thereto in Clause 4.2(i) of the Agreement.

- 1.1.6. “Available Fleet”** means the Buses made available by the Operator to Authority for operations to meet the Assured Fleet Availability Clause 4.2(i) of the Agreement.
- 1.1.7. “Authority”** means OSRTC or its authorized representatives.
- 1.1.8. “Authority Clearances”** means the clearances, which are required to be procured by the Authority in accordance with Applicable Law, and which have been provided in detail in Annexure PA5 to this Agreement.
- 1.1.9. “Authority’s Event of Default”** shall have the meaning as ascribed thereto in Clause 32.2 of the Agreement.
- 1.1.10. “Bus Deployment Schedule”** shall have the meaning as ascribed thereto in Clause 10.1 of the Agreement.
- 1.1.11. “Bus Kilometer”** means a Kilometer travelled by a Contracted Bus as per this Agreement or as directed by the Authority.
- 1.1.12. “Base Kilometer Charge” or “Kilometer Charge”** means the rate of the Kilometer Charge payable by the Authority to the Operator for travel by a Bus up to the Annual Assured Bus Kilometers.
- 1.1.13. “Bus Permit”** means the permit for operating the Contracted Buses as required under the Motor Vehicles Act, 1988 or any other Applicable Law from time to time.
- 1.1.14. “Bus Specification/Technical Specifications”** shall mean the specifications of the Contracted Buses including but not limited to design, power, GPRS, GPS and PIS and other IT equipment and other details stipulated by the Authority during the purchase of such buses.
- 1.1.15. “Bus Stop”** means designated points as determined by the Authority, from time to time and notified to the Operator in writing, and such Bus Stops are where the Buses may stop for a short duration for passengers to embark onto the Bus or disembark from the Bus.
- 1.1.16. “Commercial Operations Date”/ “COD”** for each Lot of Contracted Buses, be the date of deployment on the roads for operations of Last Lot of Contracted Buses by the Operator after submission of the requisite Performance Security and shall have the meaning specified in Clause 15.1 of this Agreement.
- 1.1.17. “Contracted Bus(es)”** means one or more of the passenger bus units procured by the Operator for the purposes of operation and maintenance in the Bus Service Area in accordance with the terms of this Agreement, and which shall include but not be limited to including GPRS, GPS and PIS and other IT equipment, and the details of such Buses such as the type, category registration number shall be

provided in detail in Annexure PA2 to this Agreement at later stage.

- 1.1.18. “Dispute”** shall have the meaning ascribed to it in Clause 36 of this Agreement.
- 1.1.19. “Encumbrances”** means any encumbrance such as mortgage, charge, pledge, line, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments.
- 1.1.20. “Appointed Date”** shall mean and refer to the date of signing of this Agreement.
- 1.1.21. “Fines”** shall have the meaning as ascribed thereto in the Agreement.
- 1.1.22. “Fleet”** shall refer to the total number of Contracted Buses having achieved COD pursuant to this Agreement.
- 1.1.23. “Operation Plan”** means the detailed plan as developed and finalized by the Authority from time to time in accordance with Clause 18.
- 1.1.24. “Global Positioning System (GPS)”** means the equipment installed on the bus to monitor its movement on the specified route during the Agreement Period.
- 1.1.25. “Government”** means the “Government of Odisha” or “Government of India (GoI)” as is relevant in the context.
- 1.1.26. “Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.
- 1.1.27. “Invoice Amount”** shall have the meaning specified in Clause 22.5 (22.5.1) of this Agreement.
- 1.1.28. “Half Yearly Assured Bus Km”** shall have the meaning as ascribed thereto in Clause 22.5 of the Agreement.
- 1.1.29. “LED Display”** shall mean the light emitting diode display installed on the bus which would show the name and number of the designated Route of the respective Contracted Buses, and which shall be used for the public information system.
- 1.1.30. “Letter of Award”** means the letter of award (LoA) Dated issued by the Authority to the Selected Bidder.
- 1.1.31. “Lot of Contracted Buses”** or “Lot” means Lot of Contracted Buses and details of which have been/shall be provided in the Clause 10.1 to this Agreement.
- 1.1.32. “Manufacturer”** means the bus manufacturer supplier of the Contracted Buses to

the Authority.

- 1.1.33. “Material Breach”** means a breach of the terms and conditions of this Agreement, which has a material adverse effect on any act or event, or on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement, which include but are not limited to an act or event which causes a material financial burden or loss to either Party.
- 1.1.34. “Operation and Maintenance Standards”** means the operation and maintenance requirements which are required to be undertaken by the Operator throughout the Agreement Period and have been provided at different places in the agreement.
- 1.1.35. “Operations Manager”** shall have the meaning ascribed to it in Clause 24.1.11.
- 1.1.36. “Operating Plan” or “Operation Plan”** means the detailed Route plan and trip schedule for the Bus Service, which is developed and finalized by the Authority.
- 1.1.37. “Operator”** shall have the meaning as ascribed thereto in the array of Parties in the Recitals above.
- 1.1.38. “Operator Clearances”** means the clearances which are required to be procured by the Operator in accordance with Applicable Law and which have been provided in detail in Annexure to this Agreement.
- 1.1.39. “Operator’s Event of Default”** shall have the meaning as ascribed thereto in Clause 31.1 of the Agreement.
- 1.1.40. “Operator’s Payment”** means payment given to the Operator for providing operating and maintenance services in accordance with Clause 22 of this Agreement.
- 1.1.41. “Passenger Fare”** shall have the meaning ascribed to it in Clause 20.2 of this Agreement.
- 1.1.42. “Payment Period”** shall have the meaning as ascribed thereto in Clause 22.5 of this Agreement.
- 1.1.43. “Performance Security”** shall have the meaning as ascribed thereto in Clause 6.1 of this Agreement.
- 1.1.44. “Project”** means maintenance service of the Contracted Buses being provided by the Operator for Bus Services in and around the State of Odisha in accordance with the terms of this Agreement.
- 1.1.45. “RTO”** means the Regional Transport Office of Odisha.
- 1.1.46. “Remedial Period”** shall have the meaning specified in Clause 32.1 of this Agreement.

- 1.1.47. "Routes"** means the routes within the Bus Service Area determined exclusively and notified by the Authority from time to time, and the Contracted Buses under this Agreement shall operate only on such Routes.
- 1.1.48. "Selected Bidder"** means the Bidder to whom the Authority issues the Letter of Award for undertaking the Project.
- 1.1.49. "Third Party"** means any person other than the Authority and the Operator.
- 1.1.50. "Contract Period/ Agreement Period"** shall mean the term as defined in Clause 3.1.
- 1.1.51. "Training Period"** shall have the meaning as ascribed thereto in Clause 15.4 of this Agreement.
- 1.1.52. "Semi Urban Bus Service" or "Bus Service"** means Bus Services Provided by OSRTC for which it possesses stage carriage license for approved routes in the semi urban area of the State of Odisha under Cluster-X I of LAccMI Scheme.
- 1.1.53. "Validity Period"** means the period for which the Performance Security has to be maintained in accordance with Clause 6 of this Agreement.
- 1.1.54. "Vandalism"** shall have meaning specified in Clause 28 of this Agreement.
- 1.1.55. "Vehicle Tracking System"** is the satellite and or other communication system or any other procedure or device which allows locate/track the position of the vehicles at all/any times.

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires:

- a) Words denoting the singular shall include the plural and vice versa.
- b) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity.
- c) Heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation.
- d) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- e) References to the word "include" or "including" shall be construed without limitation.
- f) References to this Agreement or to any other agreement or deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied,

supplemented or innovated; and

- g) The Annexure to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- h) 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.

1.2.2. The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- a) This Agreement along with all Annexure hereto.
- b) Request for Proposal (RFP) in its entirety including all its Volumes, Sections, Annexures, Corrigendum and Addendums thereto.
- c) Letter of Award (LOA) no. 1531, IMTR-11/2023 issued to the Operator on
- d) Performance Security in the form of Bank Guarantee no.
- e) Any relevant correspondence between the two Parties that the signatories have agreed to include as a part of the Agreement for validating and clarifying any points in the Agreement or by way of revised or improved understanding of any terms of the Agreement as appended herein. In the event of any conflict of difference between the above documents, the position reflected in the document signed last shall prevail.

In the event of any conflict of difference between the above documents, the position reflected in the document signed last shall prevail.

2. APPOINTMENT OF THE OPERATOR

2.1 Appointment of the Operator

Subject to and in accordance with the provisions of this Agreement, the Authority hereby appoints, on a non-exclusive and non-transferable basis, the Operator, and the Operator hereby accepts its appointment to procure, operate and maintain Package-1 comprising. Total Number of Buses Under **Cluster-X-I is XX.**

AC Buses (12m)-

AC Buses (9m to 10m)-

Non-AC Buses (9m to 10m) -

BS VI Diesel buses as per the specifications provided in the RFP, Corrigendum & Addendum for Bus Service in accordance with the terms of this Agreement and subject to the Applicable Laws and Applicable Clearances.

2.2 Variation in Number of Buses to be Contracted.

The Authority, at its sole discretion, during the course of the Agreement, may ask the Operator to provide additional buses equivalent to 25% of the total quantity of buses required under the Agreement. The Agreement period of such additional buses shall be decided in consultation with the Operator at the time of issuing the request for such additional buses by Authority. However, the Agreement Period for the additional buses shall not be higher than the agreement period mentioned in this Agreement. The buses shall be procured, operated and maintained by the Operator in accordance with the provisions of this Agreement.

2.3 Undertaking

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts this Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof, and bear and pay all costs, expenses and charges in connection with, or incidental to the performance of its obligations in accordance with the terms contained herein.

3. TERM OF THE AGREEMENT

3.1 The term of this Agreement shall be a contiguous period comprising the (a) The “Bus Procurement Period” beginning on the Appointed Date and ending on the Commercial Operations Date (COD) and (b) the “Operations Period” beginning from COD and ending Ten (10) years from the COD (“Contract Period/ Agreement Period”), provided that the Authority, at its sole discretion, may extend the Operations Period by two (2) additional year based on operator performance and condition of the Buses.

3.2 The Commercial Operations Date (COD) shall be the date of deployment of Contracted Buses as per the bus delivery schedule. The Deployment shall be considered achieved after the completion of the Training Period as defined in the Operator Agreement.

3.3 In the event of termination, the Agreement Period shall be limited to the period commencing from the Appointed Date and ending on the date on which this Agreement is terminated in accordance with the provisions contained herein.

4. SCOPE OF WORK

4.1 Responsibilities during “Bus Procurement”

The Operator shall, before the deployment of buses, undertake and complete the following tasks.

- a) Procuring the Contracted Buses as per technical specification included in RFP, Corrigendum & Addendum. The Operator is required to procure fully built buses meeting the bus specifications provided in the RFP from reputed bus manufacturers.
- b) Procure Buses as per “Good Industry Practices” and as per the specifications provided as part of the RFP. The Operator shall not be permitted to make any changes to the Specifications unless specifically authorized by the Authority in writing.
- c) Showcase prototype and adhere to the Bus Delivery Schedule specified in Clause 10.1 of this Agreement and obtain approval of prototype from the Authority.
- d) Facilitate the Authority or representatives of the Authority, for inspections and testing with regards to the structure and bus body building quality as prescribed in Clause 9 of the agreement.
- e) Incorporate changes/modifications/alternations suggested in the bus body by the Authority or representatives of the Authority during and after Inspection and testing and before obtaining the final acceptance certificate from the Authority as per Clause 11 of this agreement.
- f) Deploy buses pursuant to Clause 15 and provide training to the manpower as per Clause 15.4 of the agreement.
- g) Provide duly licensed drivers to ensure the continued and uninterrupted Bus Service in accordance with the terms contained herein and as per Applicable Law.
- h) Ensure that all drivers, staff and personnel are provided the required training on driving, maintenance, safety, behaviour and hygiene aspects.
- i) At his own cost and expenses procure all Operator Clearances in accordance with Annexure PA5 for the purposes of providing Bus Services as per the terms of this Agreement.
- j) Establish maintenance facility and equipment at Bus Depot Area for preventive and routine maintenance of buses and for periodic overhaul at its own cost and expense, and staff it with trained professionals for the purposes of maintenance of Contracted Buses.
- k) Shall set up an office in the Cluster-X. The Bus Operator may setup Branch office at each District/Blocks. The Branch office of each Cluster-X shall be sufficiently empowered by the Operator to take all decisions related to day-to-day operations.

4.2 Responsibilities during ‘Operations Period’

The Operator, on and after COD, and during the Operations Period shall undertake the following responsibilities:

- a) Operate the Contracted Buses in compliance with terms contained herein including but not limited to the routes, frequency and schedules as may be specified by the Authority

from time to time on the Bus Service corridor.

- b) Ensure availability of duly licensed drivers, maintenance staff and other personnel through pro-active human resource management for continued and uninterrupted Bus Service in accordance with the terms of this agreement.
- c) Develop a training program driving, maintenance, safety, behaviour and hygiene aspects, which ensures training to newly recruited drivers, staff and personnel and refresher training to the existing staff already deployed in the operations.
- d) At his own cost and expenses maintain all Operator Clearances in accordance with Annexure PA5 for the purposes of providing Bus Services as per the terms of this Agreement.
- e) Maintain the Contracted Buses in good operable condition in accordance with Good Industry Practices and Operation and Maintenance Requirements set forth in the agreement.
- f) Ensure that safety and security of passengers and any third person on the Contracted Buses is maintained at all times.
- g) Bear all taxes as may be levied under Applicable Law in relation to the Bus Services, save and except those taxes which are the responsibility of the Authority as per the terms of this Agreement and Applicable Law.
- h) Ensure any equipment installed on the Contracted Buses or within the Bus Depot Area including any monitoring device or equipment that is installed by the Authority is not tampered with in any manner; and that the Authority and its authorized personnel, are allowed to inspect the equipment installed on the Contracted Buses and the Bus Depot Area at any time without any notice in this regard.
- i) Make available to the Authority a fixed proportion of the Contracted Buses throughout the Agreement Period, for maintaining continued and uninterrupted operations of BUS SERVICE as per the terms of this Agreement. This proportion shall be as per the proportion given in the Clause 18.6 throughout the Agreement Period for each Lot of Contracted Buses (“**Assured Fleet Availability**”).
- j) Provided that the Authority in its sole discretion may allow the Operator to change the requirement of the Assured Fleet Availability for a particular Lot of Contracted Buses required for the first three months following COD for that Lot of Contracted Buses in writing.

Provided however, in determining compliance with the Assured Fleet Availability:

- i. Services during Sundays shall not be considered.
- ii. Seizure of the Contracted Buses by police authorities shall not be considered.

- k) Adverse operating conditions shall not affect Contractual obligations and parameters of performance under the Agreement. Wear and tear of the bus due to bad road conditions, rains, flooding of roads, heavy traffic etc. shall not be considered an adequate defence on the part of the Operator for not fulfilling his Contractual obligations as per the Agreement.
- l) Ensure that all Applicable Laws including but not limited to the Minimum Wages Act, 1948 are complied with in relation to appointment, hire, recruitment, of any personnel (whether on temporary, contractual or permanent basis by the operator) required in relation to the operation and maintenance of Bus Service.
- m) Submit regular monthly reports to the Authority as per the format that may be instructed by the Authority from time to time; and
- n) Carry out all activities necessary for the effective implementation of the provisions of the agreement.

5. AGREEMENT

5.1 The whole Agreement is to be executed in the approved, substantial and workmanlike manner, to the entire satisfaction of the Authority, who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the buses at such times as he may deem fit which he may disapprove. The Authority will depute a team of monitoring personnel who shall have full powers to check, monitor and demand any records from any of the Operator personnel.

5.2 The Operator shall not be allowed to subcontract any part of the awarded Buses.

Few activities such as bus maintenance and tyre maintenance can be sub-contracted to OEMs. Other activities such as cleaning of buses, depot yard cleaning, can be sub-contracted to local vendors.

5.3 Any Modification, alternation, addition and detection of the provisions/clauses of this Agreement shall be made with the mutual consent of both parties.

6. PERFORMANCE SECURITY

6.1 For securing the due and faithful performance of the obligations of the Operator under this Agreement, the Operator, has handed over to the Authority, Performance Security of **INR xxxxxx** /- (in words) in form of Bank Guarantee with the number, Dt. from the Bank for a Validity Period of two years which is going to be renewed in every two years towards the end of the contract in favour of through scheduled bank, payable/encashable, admissible and extendable at Bhubaneswar only. (**“Performance Security”**).

6.2 The Operator shall maintain a valid and binding Performance Security for a period of 60

days after the expiry of the Total Agreement Period (“Validity Period”).

6.3 The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

- a) In the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and
- b) In relation to Operator’s Event of Default in accordance with the terms contained herein.

6.4 At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement, the Operator shall within [15 (fifteen) days] of such encashment either replenish, or provide a fresh performance security, as the case may be, failing which shall be considered as Operators Event of Default as per Clause 31.1.

6.5 On the performance and completion of the Agreement by expiry of its term in all respects the Performance Security shall be returned to the Operator without any interest, provided the Operator is not in default of the terms hereof and there are no outstanding dues of the Authority with the Operator.

7. BUS PROCUREMENT

7.1 Upon submission of requisite Performance Security and Signing of this Agreement, the operator shall procure specified number of Buses as per the Bus specifications attached as part of the RFP, Corrigendum & Addendum. The Operator shall obtain adequate insurance as mentioned in the clause pertaining to Insurance in this Agreement.

7.2 The Buses will be purchased by the Operator on his own through negotiations with the Bus manufacturers. Since these buses are to be operated and registered in Odisha, these buses should be purchased from any of the authorized dealers in Odisha, so that the portion of State GST on purchase shall accrued to Govt. of Odisha.

7.3 The final selected Bus will be required to be approved by the Authority along with the specifications, price and payment terms.

7.4 At all stages of Bus Procurement, the Operator will keep the Authority informed about the progress of Bus Purchase, bus building and delivery.

7.5 The Operator will satisfy the Authority regarding the terms of the purchase and particularly the price being the most competitive offer as also being comparable to market price for same bus sold to other customers.

8. QUALITY ASSURANCE

8.1 Quality of Materials

- 8.1.1** The Bus Manufacturer appointed by the operator shall procure material which is as per Standards set in India. Wherever, Indian Standards are not available, internationally acceptable Standards may be referred / indicated such as ECE, JIS, DIN, ASTM, ISO etc. for quality assurance of material.
- 8.1.2** The Bus Manufacturer can use any material out of the lots, which have been approved by an Authorized laboratory. A certificate to that effect along with copies of the latest Laboratory Test Report (as per specification of this Agreement from CIRT, Pune/ ARAI, Pune/ BIS approved Labs) shall be submitted to Authority at the time of inspection.
- 8.1.3** The Bus Manufacturer shall obtain type approval of all safety critical items/ materials from the authorized testing agencies before use. Bus Body builder would provide a list of such items along with their Certificates to the Authority.
- 8.1.4** Cost of all tests, analysis, and patent rights would be borne by the Bus Manufacturer.

8.2 Purchase of Material:

- 8.2.1** Material purchase orders of The Bus Manufacturer must be specifying quality, Standards, grade etc. of supplied material. Inspecting official(s) of Authority would carry out random checks and satisfy itself of these details vis-à-vis those specified in the Agreement.
- 8.2.2** In addition, copies of invoices of respective Manufacturers from whom this material had been purchased, be enclosed and these should also have details of quality & grade etc. Authority shall also satisfy itself of these details as above before permitting usage on the Bus.
- 8.2.3** For items/ materials to be used as per BIS/ AIS/ASRTU Standards, The Bus Manufacturer shall show & furnish a copy of Laboratory Test Certificate from BIS approved Laboratories near the location of Bus Bodybuilder in respect of material proposed to be used in the body building of the Bus. 'ISI' or 'E' marked items of concerned country used in manufacturing of bus need no testing.
- 8.2.4** The Operator shall conform in all respect to provisions in this behalf as contained in the Central Motor Vehicle Act, 1988 (or latest) as amended up to date and Central Motor Vehicle Rules, 1989 (or latest) / Odisha Motor Vehicle Rules currently in force Cluster-X-I districts or to any other

statutory modifications or enactment thereof in such Act & Rules from time to time.

9. INSPECTION AND TESTING OF PROTOTYPE BUS AND OTHER BUSES BEFORE DELIVERY:

9.1 Authority or representative authorized by the Authority may carry out inspection of Prototype Bus and other buses to be supplied as part of this Agreement at any of the following stages before redispach stage at Bus operator’s/ Bus Manufacturer’s premises. This inspection shall include,

- Structural Inspection: Structural assembly stage before panelling in prototype and all buses.
- Final Inspection: After completion after panelling and equipping of prototype and all buses (Fully built buses).

9.2 For any Deficiency noted by the Authority during any stage of the inspection, the Operator shall initiate immediate remedial actions for the same as advised by the Authority.

9.3 The Operator shall provide free of charge all facilities at the Bus Manufacturer’s premises viz. Working space, equipment, tools, labour, gauges, drawings and specifications required for this purpose without extra charge to the inspecting officer for proper performance of his work on inspecting and testing of work under this Agreement.

9.4 The Authority shall not conduct any laboratory tests if the material procurement certificates are submitted by the Operator at the time of inspection of buses. Notwithstanding with above, if found necessary, the Authority may conduct material tests at any stage for prototype or any other buses, at its own cost. If the material fails the test, entire cost of testing shall have to be borne by the Operator. The Authority might conduct lab testing mostly for following material.

Sl. No.	Item to be used	Specifications
1	CR Tubular sections	BIS: 4923-1997 (or latest) of Grade Yst. - 240
2	Phosphating / Galvanizing	BIS:3618-1966 (or latest) Class A-2 for Phosphating & BIS: 277-2003 or latest - 120 gsm for Galvanizing (Zinc Coating) and two weeks (336 hours) Salt Spray Test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

		loss of over 1%.
3	EPDM Rubber	As per AIS 085
4	Glasses Laminated	BIS: 2553 (Part-2)-1992 (or latest) Float Glass, Front 'AA' Grade Glass, PVB Film in Laminated Glass.
5	Aluminum Parts	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube &Hallow Part and IS:738-1977or latest for Drawn Tubes, Alloy 63400, tempering WP.
6	Paint	IS:733-1974 (or latest) for Solid Part, IS:1285-1975 or latest for Extruded Round Tube &Hallow Part and IS:738-1977or latest for Drawn Tubes, Alloy 63400, tempering WP *Fully build and Design Should be factory printed prior to delivery.
7	LT Wire	BIS: 2465-1984(or latest). DIN 72551- Dimensional Test JIS C3406- Spark, Immersion & Conductor Resistance Test' SAE recommended J 1127 & J 1128
8	Aluminium Sheet	BIS:737-1986(or latest), Aluminum Alloy H-2/31000
9	CR sheets	BIS:513-2008(or latest)
10	GI Sheets	BIS:277-2003 (or latest) Class-VIII Medium Coating of Zinc Nominal Weight120 grams/M2.
11	Passenger Seat Assembly	As per AIS-023, Bus Code & BIS Standards. For MS components two weeks (336 hours) Salt Spray test for both in accordance with ASTM procedure B117 with no structural detrimental effect to normally visible surfaces & no weight loss of over 1%.
12	Marine Board / other floor material	BIS: 710-1976 (or latest) IS:5509-2000 (or latest) for Flammability.

9.5 The Authority shall convey the Approval of the Prototype bus, if found satisfactory, within 15 days of date of Inspection.

9.6 In case of Buses other than Prototype, Authority shall issue Pre-Dispatch Inspection Certificate within seven days of satisfactory inspection of Fully Built buses. Operator shall despatch buses only after attending defects/ deficiencies observed during Pre-Dispatch Inspection.

10. DELIVERY OF CONTRACTED BUSES

10.1 Delivery Period: Delivery of prototype Bus and thereafter other Contracted buses shall be as per the following “**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

10.2 Operator shall deliver buses at the place/ places as shall be specified by the Authority within Cluster-X-I Districts, not later than the dates/schedule specified in the Agreement.

10.3 Failure to comply with stipulated delivery schedule shall attract pre-defined liquidated damages as per Clause 13, risk purchase & other provisions of the Agreement.

10.4 Operator shall intimate Authority at least 15 days prior to any inspection at Bus Manufacturer’s premises failing which Authority shall not be liable for delay in inspection and supplies of buses. Authority shall conduct inspections within 15 days from the day of receipt of request for inspection from Operator.

10.5 Delay in delivery of buses on account of late inspection and delay in submission of inspection report by the Authority for the affected quantity shall be entirely attributable to the Authority.

11. INSPECTION OF CONTRACTED BUSES AFTER DELIVERY

11.1 Inspection of the Contracted Buses Received at Each Locations of Odisha under Cluster-X-I of LAccMI Scheme.

11.1.1 On receipt of fully built Contracted Buses at Cluster-X-I Districts of Odisha, these shall be jointly inspected by the Operator and the Authority for completeness and satisfactory condition of all equipment/ components.

11.1.2 Damages, defects and deficiencies, if any, shall be noted and the Operator shall initiate immediate action for making good the same under advice from Authority within mutually agreed time period.

11.1.3 Any delay in the commissioning of these buses due to any such reason shall be to Operator’s account and shall be dealt with by the Authority as per

Conditions of the Agreement.

11.2 Provisional Receipt Certificate

11.2.1 Authority shall issue Provisional Receipt Certificate within three working days of receipt of Contracted Bus(es) in good condition along with valid required documents at Concern delivery location or State Headquarter.

11.2.2 The Provisional Receipt Certificate issued by the Authority shall not be considered the Acceptance of the Buses for deployment for operations as per the conditions of the Agreement.

11.3 Inspection of the Buses Received at Authority's Premises

11.3.1 Authority or representatives of the Authority shall carry out inspection of the Buses at its premises jointly with the Bus Operator, within 7 working days, to check any damage/deficiencies that may have occurred in the received buses during transit from Bus Manufacturer's Facility.

11.3.2 Authority shall communicate about such damage/deficiencies, if any, to the Operator on immediate basis to which the Operator shall start the remedial process at the earliest.

11.4 Final Acceptance Certificate

11.4.1 The Operator shall inform about rectification/ removal of defects/ deficiencies observed during Joint Inspection within 7 days from date of inspection.

11.4.2 If the rectification/removal is found to be satisfactory, Final Acceptance Certificate shall be issued by Authority. Thereafter, the Operator shall initiate the process of deployment of buses for BUS SERVICE in accordance with clauses of this agreement.

11.5 Removal and Replacement of Rejected Buses

11.5.1 On rejection of any Bus, subjected to inspection or assessment of performance during commissioning at Authority's premises, such buses shall be removed, within 21 days of the date of intimation of such rejection.

11.5.2 The Operator shall immediately transport such rejected buses back to the Bus Manufacturer's premises at its own cost and risk.

12. COST OF INSPECTION

All the costs associated with the inspection of prototype bus and other buses at Bus Operator's premises and at Cluster-X-I Districts, including travelling and conveyance expenses of representatives of the Authority shall be borne by the Bus Operator.

13. LIQUIDATED DAMAGES FOR DELAY IN SUPPLY OF FULLY BUILT CONTRACTED BUSES

- 13.1** If the Operator fails to deliver the Contracted Buses as per the delivery schedule specified in the Clause 10.1 above and if the Operators is not able to cure such default (delay in buses) within any additional time permitted by the Authority, the Authority shall, without prejudice to other remedies under the Agreement, levy/deduct pre-estimated liquidated damages of **Rs.2,000/- (Rupees Two Thousand only)** or part thereof, per bus per day of delay for additional 30 days from the expiry of the respective Milestone for delivery.
- 13.2** The amount of pre estimated liquidated damages to be charged under the Agreement, in terms of Clause 13 of Agreement Conditions shall not exceed Rs.1,20,000/- per contracted Bus.
- 13.3** In the event the delivery of any number of Buses is delayed beyond the stipulated Delivery Schedule as per Clause 10.1 plus an additional period of 30 days, the Authority, at its sole discretion may not accept the delivery of such delayed number of Buses unless such occurrence is not attributable to Force Majeure Events.

14. CONSEQUENCES OF NON-ADHERENCE TO THE DELIVERY OBLIGATIONS

- 14.1** In case of the Operator fails to deliver any Buses as per stipulated schedules and timelines and as specified in Clause 10.1, read with Clause 13 above, after exercising all remedial measures provided in elsewhere in this agreement, it may be considered as an Operator's Event of Default by the Authority.
- 14.2** Notwithstanding above, if the event of Default of the Operator pursuant to clause above does not result into termination, the number of Buses which form part of the contracted Bus shall be reduced by only the number of buses accepted by the Authority.
- 14.3** With pursuant to Clause 13.2 above, in case of reduction in size of the Agreement, the Operator shall replace the amount of Performance Security calculated as per the revised Agreement size.

15. DEPLOYMENT OF CONTRACTED BUSES

- 15.1** Subject to issuance of Final Acceptance Certificate from the Authority, the Operator shall commence Bus Service for each Lot of such accepted Contracted Buses no later than 15 (Fifteen) days from the date of Final Acceptance Certificate, or any extended period as may be agreed upon the Parties in writing. However, the date of deployment of last lot of Contracted Buses shall be considered as COD as per the Agreement. ("Commercial Operations Date for Bus Lot" or "Code for Bus Lot"). The Operator shall achieve COD for the first lot of Contracted buses immediately after completion of

Training Period as specified in the Clause 15.4 below.

15.2 In the event the Operator is not able to start operations of particular Lot of Contracted Buses **within 195 days** from the date of Execution of the Agreement as per abovementioned clauses for reasons not attributable to the Authority or to a Force Majeure Event, and which in the opinion of the Authority can be attributable to the Operator, the Operator shall pay liquidated damages of **Rs.500 / per bus per day** for additional 30 days after completion abovementioned timeline. Amount of liquidated damages shall not exceed **Rs. 15,000 per Bus**. In case the Operator fails to Start operation of Lot of contracted buses within extended period of 30 days then it shall be constructed as Operators event of default.

15.3 It is hereby clarified that non-compliance of any bus specifications and design shall not be acceptable as a reason for delayed or non-deployment of the Contracted Buses by the Operator.

15.4 The Operator shall deploy entire Staff for operation and maintenance of the Contracted buses for provision of training for 15 days prior to COD. ("**Training Period**").

15.4.1 During the Training Period, The Operator's staff shall be educated about the intricacies of BUS SERVICE and skill set required for efficient operations.

15.4.2 Cost of Damage to Project Asset or any other third-party property including fatalities, injuries of employee of Authority, Operator or third party due to negligence of the Operator's staff employed for the purpose of the training shall be the liability of Operator.

16. OWNERSHIP OF CONTRACTED BUSES

The ownership of the Buses shall remain fully with the Operator during the entire term of the Agreement. All the Contracted Buses shall be registered in the name of Operator.

17. OPERATION AND MAINTENANCE OF DEPOT

17.1 The Bus Operator may develop Depot(s) at Block/District Level or anywhere within the Cluster-X to meet the service level parameters. OSRTC will provide suitable land on Block/ District headquarters on lease basis without any rental. However, the allotted land (depot) should not be used for any commercial purpose. The commercial rights solely lie with OSRTC.

The bidders have 180 days timeline to develop Depot/Sub Depot Infrastructure. During the construction period, the Buses may be parked at the same premises.

17.2 Covenant with reference to Bus Depot Operation and Maintenance

17.2.1 The possession of the land shall be handed over to the Operator who in turn

shall enter into Lease Agreement (Annexure PA1) with the Authority.

17.2.2 The Operator may at his own cost and expenses bring any such moveable equipment and/or machinery and appoint skilled personnel and supervisor for regular upkeep, maintenance, cleaning and safekeeping of the Contracted Buses in accordance with the terms contained herein.

17.2.3 It is hereby clarified that the ownership of the Bus Depot Area shall remain vested solely with the Authority at all times. The Operator shall only be provided the right to use the Bus Depot Area and on Termination or Expiry of this Agreement, whichever is earlier, the Operator shall vacate and hand back such Depot Area as per the terms contained herein. Upon termination or Expiry of this Agreement, the Operator shall not remove any permanent structure created by him to fulfil the obligations as per the terms of this Agreement.

17.2.4 The Operator shall not have any right to display advertisement in the Bus Depot, Parking Spaces and/or Terminals or any part thereof.

17.2.5 The Operator shall

- a) At his own cost and expense develop and maintain the area of the Bus Depot Area provided to it under the terms of the license agreement and the terms contained herein in good working condition.
- b) Not cause any damage in the area of the Bus Depot Area provided to it under the terms of the license agreement and the terms contained herein or do any act which will in any way be prejudicial to the rights of Authority or other users/occupants of the same.
- c) Only be responsible to develop/construct and maintain the area of the Bus Depot Area which has been specifically allocated and handed over to him by the Authority under the relevant license agreement.

17.2.6 The Operator shall also be liable to pay bills for utilities such as electricity, water, gas etc. on actual basis in relation to the area of the Bus Depot, Terminal and Parking Space allotted to the Operator.

17.2.7 It shall be the obligation of the Operator to whom a land is allotted to allow buses of other Bus Operators for Bus Services of Authority to park and share the facilities developed at the Bus Depot by the Operator. It is likely that Authority may ask multiple Operators to share Depot Facilities to optimize Bus Schedules. In such case different Operators may decide the terms if any

between them which are most suitable in their opinion.

17.2.8 It is hereby clarified that the Operator shall only have a limited right to way and right to use the Project Site for Construction of Bus Depot and Operation and maintenance of it subject to the terms contained in the Depot Construction Agreement and Depot Lease Agreement.

18. OPERATION PLAN

18.1 The Authority shall develop a plan which shall contain details including but not limited to number of Contracted Buses, details of the Annual Assured Fleet Availability, Fleet Deployment Plan and any other relevant details required for Operation of Contracted Buses (“**Operation Plan**”).

18.2 The Fleet Deployment Plan, to be prepared as part of Operation Plan, shall include Routes, Frequency, Stoppage plan, and table of Schedule providing bus headways based on peak and off-peak hour requirements (“**Fleet Deployment Plan**”).

18.3 The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.

18.4 The operator needs to operate the Contracted Buses in accordance with this Operation Plan.

18.5 The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator.

18.6 Annual Assured Fleet Availability

18.6.1 The Operator is expected to make available “Annual Assured Fleet” (a particular proportion of the fleet in good condition for operations) at all times during the Agreement Period.

18.6.2 This proportion (“Annual Assured Fleet Availability”) shall be as follows:

Type of Buses	Year 1	Year 2	Year 3	Rest of the Contract Period
New Buses (Package 1)	93%	92%	91%	90%

18.6.3 In case the Operator is unable to make available the “Annual Assured Fleet”, it shall attract Liquidated damages as defined in the Operator Agreement.

19. ROUTES AND SCHEDULES

- 19.1** The Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the Contracted Buses as a part of the Fleet Deployment Plan throughout the Agreement Period.
- 19.2** The Operator shall ensure that the Contracted Buses are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.
- 19.3** The Authority may at any time make changes to the Routes, frequency, schedules of Contracted Buses due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements.
- 19.4** In the event the Authority makes changes as specified in above Clause, it shall notify the Operator in writing [seven (7) days] prior to the date of implementation of such change.
- 19.5** In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or without specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.

20. FARE AND FARE COLLECTION

20.1 Passenger Fare Determination: The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the Contracted Buses or persons who avail of the Bus Service ("**Passenger Fare**").

20.2 Passenger Fare Collection

The Authority retains the right to collect Passenger Fare either by itself or through a third party using any technology or methodology it deems appropriate to it.

20.2.1 The Operator shall not directly or indirectly collect Passenger Fare or any portion thereof.

20.2.2 The Operator shall not in any way cause any interference in the process of collection of Passenger Fare and shall fully co-operate and facilitate the process of Passenger Fare collection undertaken by the Authority through itself or a third party including allowing any personnel such as a conductor to collect such Passenger Fares on the Contracted Buses.

21. ADVERTISEMENT ON THE BUSES

21.1 The Authority shall reserve rights to display advertisement of all types of media on the Contracted Buses as well as to collect and retain revenue generated from above activity.

21.2 The Operator shall be responsible for security and cleanliness of advertisement material and equipment. In case of theft or any malfunction of advertisement material/equipment the Operator shall be report to the Authority on immediate basis.

21.3 In case any damage occurs to the Contracted Buses while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.

22. PAYMENTS TO THE OPERATOR FOR KILOMETER CHARGE

22.1 Bus Kilometers for any particular Contracted Bus of a particular type shall comprise of the following:

- a) Distance travelled by the Contracted Bus assigned on given Route(s) as per the Operating Plan
- b) Distance travelled by a Contracted Bus, which is outside the Operating Plan but approved by the Authority for specific and special requirements.
- c) Distance travelled by the Contracted Bus from the Bus Depot to the first point of loading passengers at the commencement of its service on a day and Distance travelled by the Contracted Bus from its last passenger stop as per the Operating Plan to the Bus Depot at the end of the day's service.
- d) Distance travelled by a Contracted Bus for fuel refilling (two ways) not exceeding the 5KM of nearest fuel station from the Depot Area.

22.2 Bus Kilometers shall not constitute the following.

- a) Any Kilometers travelled by the Contracted Bus to a maintenance facility other than that set up by the Operator at the Bus Depot provided for by Authority or for any travel not authorized by Authority.

22.3 The Authority shall compute and provide to the Operator, for every Payment Period, from when the first of the Contracted Buses commences service, the total number of Kilometers that the Contracted Buses have travelled for the aforesaid period. Such calculations shall be made using Global Positioning System (GPS) and in case of absence of GPS, manually with the supervision of the Authority staff. The Operator shall be paid based on the Bus Kilometers logged and verified in this manner according to the Kilometer Charge fixed.

22.4 Basis for Payments: The Base Kilometer Charge Payment to the Operator by the Authority for the Bus Services rendered shall be as per the provisions described hereinafter (“**Operator Payment**”).

The Base Per Kilometer Charge quoted by the Operator in the Price Proposal for the

Contracted Buses and accepted by the Authority in the LOA as follows:

Sl. No.	Quantity of Buses (Nos.)	Quoted Aggregated Bus Operating cost for 1 st Year (Exclusive of GST)
1		
2		
3		

The base Year Price of Fuel per Unit, Base Year Wholesale Price Index (WPI) and Applicable Minimum Wages/CPI-IW which shall be used for determining the Applicable Kilometer Charge throughout the agreement period are as follows:

- a) Base Year Price of Fuel/Unit: **Rs xx** per Litre, being the prevailing price of fuel as available from the cheapest legal source in the vicinity of the Bus Depot Area being prices of a week immediately prior to the last date of submission of **the RFP on xxxxxx**.
- b) Base Year Wholesale Price Index for all commodities: **x** for Year 2023. Source: Office of the Economic Adviser to the Government of India, Ministry of Commerce and Industry, Website: <http://www.eaindustry.nic.in>.
- c) Minimum Wages for relevant Category Manpower Deployed of **Rs. X** (unskilled), **Rs. X** (Semi-skilled) and **Rs. X** (Highly Skilled) as per notification 2500 dated **xxx** for time period of Source: Office of Labour Commissioner, Govt of Odisha, Website: <http://labour.odisha.gov.in>.

22.5 Payment Terms

22.5.1 Invoicing Period: For each Contracted Bus that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every **15 (Fifteen) days** in a month (“**Payment Period**”) specifying:

- i. registration number of each Contracted Bus and the type of bus that has travelled as part of the Bus Service,
- ii. Bus Kilometers travelled by each Contracted Bus as part of the Bus Service in the relevant payment period (clearly identifying the Contracted Bus)
- iii. Applicable Kilometer Charge for the period for the particular type of Contracted Bus.
- iv. GST, if applicable, if any, payable on the amount; and
- v. Copy of daily fuel price and purchase bills indicating source, quantity and rate per fuel purchased.

(here-in-after together referred as “**Invoice Amount**”)

The Operator shall submit invoice strictly for the route wise scheduled kms

for the payment period provided by Authority.

22.5.2 Escrow Account for Payment to the Operator:

- a) Within [30 (thirty)] days from the date of this Agreement and, in any event, prior to the Commercial Operations Date, the Authority shall open and establish an Escrow Account for Payment to Operator (the “Escrow Account”) with a nationalized bank (the “Escrow Bank”). The Escrow Account shall be operational throughout the Operation Period until the expiry of this Agreement.
- b) For the purpose of opening and operating an Escrow Account, the Authority shall enter into an Agreement with the Operator and the Escrow Bank (“the Escrow Agreement”). The Escrow Agreement shall remain in full force and effect until the Escrow Account is not discharged in accordance with the terms contained thereof.
- c) The Escrow Agreement shall set out the terms of appointment of the Escrow Bank, the obligation of the OSRTC to ensure deposit of amounts in accordance with this agreement and the procedure for withdrawal of amounts from the Escrow Account for Payment to Operator.
- d) The Authority shall deposit all the revenues generated and all the income accruing from the operation and maintenance of the Contracted Buses and provision of Bus Service within the Bus Service Area including but not limited to the Passenger Fare collected by the Authority (itself or through a third party) in the Escrow Account.
- e) The Authority shall at all times throughout the Total Contract Period maintain at least an amount equivalent to [3 (three)] month’s estimated payment of Kilometer Charge payable to the Operator and for this purpose, replenish with its own resources, any deficit that may arise in maintaining such balance of funds.
- f) The Escrow Account shall only be operated by the Authority.
- g) The Escrow Account shall, inter alia, provide for a priority order for payment to be made out of it at the beginning of every Payment Period. The order of priority shall be as given below:
 - i. Payment towards taxes and other statutory levies.
 - ii. Payments to the Operator towards Kilometer charge after adjusting for ‘a’ above.
 - iii. Balance funds to flow to the Authority, subject to the maintenance of balance of amount equivalent to [3 (three)] month’s estimated payment of

Kilometer Charge to the Operator.

- h) Notwithstanding anything to the contrary contained in the Escrow Agreement upon Termination of this Agreement, all amounts standing to the credit of the Escrow Account shall be appropriated by the Authority.

22.5.3 Payment Period

- a) The Authority, within a period of 5 (five) working days of the receipt of invoice, shall undertake preliminary verification of Invoice and shall ordinarily make part payment of 80% of the total invoiced amount for each payment cycle of 10 working days.
- b) Balance 20% of the amount of each invoice or the amount due as per the final verification of Invoice shall be ordinarily released by the Authority in first 15 days of the next month of after the month of invoicing (starting from COD) after verifying the records.
- c) In case of expiry the agreement in the normal course of time, complete payment of last month of operation shall be made by the last day of the Agreement.
- d) All payments shall be made by the Authority to the Operator after making any tax deductions at source under Applicable Law.

22.5.4 Method for Calculation of Aggregate Payment

- a) The payment for Bus Kilometers up to Assured Bus Kilometers per each Contracted Bus deployed shall be calculated as

Payment = Applicable Kilometer Charge for Contracted Bus x [Operated KM]

(Where Operated KM is Bus Kilometers Operated by the contracted buses as part of the Operating Plan during the relevant Payment Period)

- b) Any Fines levied shall be adjusted from the Aggregate Payment subject provisions of this Agreement.
- c) GST, if any, shall be levied and billed over and above the payment amount based on the number of operated Kilometers in the given period multiplied by the Applicable Kilometer Charge. The Authority is liable to pay GST if applicable on the Invoice Amount, provided that the Operator is able to furnish satisfactory evidence as to its applicability.
- d) The Toll Tax needs to be paid by the Operator. However, it shall be reimbursed by OSRTC for each payment period and shall be along with the payment of invoiced amount.

22.5.5 Guarantee to operate particular number of Kilometers: The Authority hereby assures the Operator that the Operating Plan will be formulated so as to ensure that the average number of Bus Kilometers travelled by each of the Contracted Buses, in a continuous period of **6 (Six) months**, commencing from COD of Contracted Buses, and then onwards on Half Yearly basis, shall be no fewer than **38,000 kms / Contracted Bus**(Thirty Eight Thousand Kilo meters per contracted bus) [**“Half Yearly Assured Bus Kilometers”**]

22.5.6 Half Yearly Assured Payment after reconciliation

- a) **Payment for Unutilized Kilometers:** In the event that the Authority is unable to demand from the Operator the operations of the Contracted Bus trips such that the average number of Kilometers operated per Contracted Bus is not equal to the Half Yearly Assured Bus Kilometers, Authority will pay to the Operator, in addition to the full payments made for Bus km operated based on invoices presented by the Operator, an amount which shall be determined as follows:

Half Yearly Assured Payment Amount for Unutilized Kms = 0.35 x (Tm – Ta) x Applicable Kilometer Charge

Where,

Tm = Half Yearly Assured Bus Kilometers x Available fleet

Ta = Actual Bus Kilometers Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision.

It should be noted that the Half Yearly Assured Payment Amount will not be payable for any shortfall in Kilometers of the Fleet that arises due to:

- i. Default of the Operator under this Agreement
- ii. Non-availability of Contracted Buses for reasons attributable to maintenance or accidents
- iii. Breach of law by the Operator
- iv. Occurrence of a Force Majeure Event

- b) **Payment for Excess Kilometers:** If the Contracted Buses operated under this Agreement exceed the Half Yearly Assured Bus Kilometers, then the Kilometer Charge payable applicable for such additional Kilometers in excess of the Half Yearly Assured Bus Kilometers shall be calculated as follows.

Half Yearly Assured Payment Amount for Excess Kms = $0.65 \times (T_a - T_m) \times$ Applicable Kilometer Charge

Where,

T_a = Actual Bus Kilometers Operated by all Contracted Buses comprising the Available Fleet during the relevant period of 6 (Six) calendar months that has triggered this provision.

T_m = Half Yearly Assured Bus Kilometers x Available fleet

- c) The Applicable Kilometer Charge for the purpose of the Payment of Unutilized or Excess Km shall be the weighted average of the applicable Kilometer Charge used in payment periods during the relevant year.
- d) The determination of whether Half Yearly Assured Payment Amount is due shall be done at the end of a period of 6 (Six) consecutive calendar months. The Authority shall provide the Operator with a notice of the calculation with the supporting data (the Kilometers travelled by each of the Contracted Buses comprising the Available Fleet)
- e) The Authority shall have right to compute on its own and verify the Half Yearly Assured Kilometers. The Authority shall compute and provide to the Operator, every quarter from the COD of Contracted buses, The total number of Kilometers that the Available Fleet has travelled for the aforesaid period. Such calculations shall be made using GPS and in case of absence of GPS, with the help of Authority staff or its authorized agency.

22.6 Basis of Revision of Kilometer Charge

22.6.1 The Kilometer Charge shall be reviewed and (if applicable) revised. Kilometer charge for any given payment period shall be called the Applicable Kilometer Charge. It shall be revised.

- a) For Fuel cost, Average of daily fuel price at the end of the month shall be used as an indicator. Fuel costs shall be revised on a monthly basis. The fuel price must reflect a legal source such as IOCL website or quotations of supply of fuel for bus operations across the State.
- b) For change in cost of consumables, using the Wholesale Price Index, annually.
- c) For Manpower Cost, using change in Minimum Wages for relevant skill

category for manpower deployed on Annual Basis/ using change in CPI-IW annually.

The Kilometer charge shall be revised based on following formula.

$$RL = [RL\text{-base}] + [RL\text{-base} \times 0.40 \times (F - F\text{-base})/F\text{-base}] + [RL\text{-base} \times 0.15 \times [(W - W\text{-base})/W\text{-base}]] + [RL\text{-base} \times 0.20 \times [(L - L\text{-base})/L\text{-base}]]$$

Where,

RL is the Kilometer charge for each Lot R-base is the Base Kilometer Charge
F is present Price of Fuel/unit.

F-base is the Base Year Price of Fuel/unit.

W -is the Present Year Wholesale Price Index

W-base is the Base Year Wholesale Price Index (Latest Financial year or Calendar Year WPI whichever is nearer to the Proposal Due Date)

L is the Present applicable Minimum Wages for the relevant skill category for drivers

L-base is the applicable Base Year Minimum Wages for the relevant skill category for drivers.

22.7 Limitations to Liability of Authority for Operations and Maintenance: The Authority shall not be liable to make any other payments other than the payments described in this Clause 22.5.

22.8 Liabilities arising from negligent driving and accidents: Any damages arising due to negligent driving, or accidents of the Contracted Buses on the street shall be the liability of the Operator.

22.9 Fines and Compensation: Any fines levied by traffic police, or any competent Authority will be borne solely and directly by the Operator. The Authority shall have no liability in relation thereof.

23. TAXES AND STATUTORY LEVIES

23.1 The responsibility to pay taxes and statutory charges related to Bus Services would be divided between the Authority and the Operator as mentioned in the responsibility matrix provided in the table below:

Sl. No.	Taxes and Charges	Parties responsible for Payment
1	Roadworthiness/Vehicle Fitness certificate	Operator

2	Vehicle Registration Charges	Operator
3	Insurance premium for the Buses and other assets owned by the Authority	Operator
4	Motor Vehicle tax of Odisha	Operator
5	MV Tax and Additional MV Tax	Operator
6	Stage Carriage Permit	Authority
7	GST (if any)	Payable by the Operator and Authority as applicable

24. ROLES, RESPONSIBILITIES AND OBLIGATIONS OF THE OPERATOR AND THE AUTHORITY

24.1 Obligations of the Operator

In addition to the terms and conditions of this Agreement, the Operator shall perform the following obligations.

24.1.1 Operator shall Procure the buses in accordance with terms and condition set forth in this Agreement.

24.1.2 Operator shall maintain the depot(s) in the Cluster-X as per their requirement.

24.1.3 Operation and Maintenance of Contracted Buses: The Operator shall carry out the following activities with respect to the Operation and Maintenance of Contracted Buses.

- a. Operate and maintain the Contracted Buses in accordance with Specifications, maintenance manual and other information provided in Annexure to the Agreement.
- b. Provide and install monitoring devices on the contracted Buses to enable real time tracking (including but not limited to CCTV camera or Vehicle Tracking System)
- c. Use the Contracted Buses only for the purpose of providing Bus Services in accordance with this Agreement and shall not use the Contracted Buses for any other purposes.
- d. Allow access to the Contracted Buses to all members of the public without any prejudice or discrimination.
- e. Ensure that all recruited drivers shall hold commercial heavy duty vehicle license valid since the last three years. Licenses of drivers shall

be submitted to Authority for verification before deployment. In addition, before deployment of any driver/s, the Operator shall arrange to verify, through appropriate tests, the knowledge, skills and expertise of the proposed drivers and obtain an acceptance certificate from Authority for deployment of each driver. When on duty, the driver shall always carry this certificate. No driver without the said certificate shall ever be deployed on the Buses provided for the Bus Service operation of the Authority. Further, if any driver is found to be wanting in the requisite skills, knowledge, and responsibility, Authority reserves the right to ask for replacement of such a driver by a duly qualified driver and the Operator shall forthwith comply with this requirement immediately.

- f. Make drivers and technicians for undergo orientation / familiarization training programme at Cluster-Xs / respective Districts. Operator would also arrange for space, the training bus, fuel etc. for said training programme at his cost.
- g. The training program shall be organized by the Operator on periodic basis as an ongoing activity of providing primary training to newly recruited drivers and technicians as well as updation training to existing manpower.
- h. Ensure the highest standards of cleanliness both inside and outside the Contracted Bus at the time of reporting for the first shift of operations of the bus service of the day.
- i. Ensure safety and security of the passengers, personnel and any third party using the Contracted Buses. The Authority may impose penalties/damages for breach of safety, maintenance and operating requirements.
- j. Ensure safety and security of the Contracted Buses against theft or other forms of damage.
- k. Submit invoices in a timely manner in accordance with the terms contained herein.
- l. Maintain working capital equivalent to at least 1 (one) month's Operator Payment receivable from the Authority.
- m. Pay all amount due and payable including but not limited to damages and/or fines to the Authority as per terms of Agreement without any delays.

- n. Ensure that the Contracted Buses stop to pick up and allow the passengers to get off at the nominated bus stations.
- o. Provide and maintain (and keep up to date) first aid box in each Contracted Bus during Agreement Period.
- p. Keep available any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management and maintenance of the Fleet at all times and places during the Agreement Period.
- q. Make adequate arrangements either in-house or outsourced for overhauling of bus aggregates, repair and retreading of tyres, repair of bus bodies, repair of accidental buses, etc. to the satisfaction of the Authority.
- r. Make adequate arrangements either in-house or outsourced for attending to road calls on-line, towing of failed vehicles if required, clearance of bus ways, etc. in least possible time.
- s. Shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other IT and Contracted Bus monitoring devices provided in the Contracted Buses and the Project to enable provision of safer Bus Services to the passengers. The Authority will provide OSRTC ITMS for integration. However, the Bus operator shall provide OBU / CCTV / VLTD APIs for integration with OSRTC ITMS without any Cost to OSRTC. The bus operator and original equipment manufacturer (OEM) are required to provide all software/API necessary for integration with the OSRTC ITMS at no additional cost.
- t. Shall ensure the air conditioners provided in the Contracted Buses are operated and maintained in good working condition as per the design capacity, failing which the Authority shall have the right to impose fines in relation thereof.
- u. All provisions of this document would be applicable, mutatis mutandis, for providing buses for operation during night shift if so required and or full complement of buses required on festival days / special occasions etc. as decided by Authority.
- v. Ensure at its own cost and expense and keep available at all times, any and all equipment, fuel, consumable, machine or material that is required for the uninterrupted and continuous operation, management

and maintenance of the Bus Service and the implementation of this Agreement. It is clarified that all the costs, including costs relating to the equipment, material and consumables shall be solely borne by the Operator.

- w. Submit the copy of the Employee State Insurance and Provident Fund challans to the Authority every month; and
- x. Agree to comply with all Applicable Laws including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project, that are now or may in the future become applicable to Operator's management, operation and maintenance of the Project, and personnel/ drivers, engaged in such operations covered by this Agreement or accruing out of the performance of Bus Services and operations contemplated hereunder. The Operator shall be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel engaged by it for implementing the Project.

24.1.4 Co-operation with the Authority: The Operator shall

- a. Cooperate with the Authority and/or any third party appointed by Authority for the purposes of establishing or operating any equipment, instruments or systems in the Contracted Buses or Bus Depots, Terminals and/or Parking Spaces.
- b. Make adequate communication arrangements / develop communication facilities / centre for effective and efficient, timely communication of all incidents/accidents/ breakdowns etc. to relevant authorities / persons / officials.
- c. Cooperate with the Authority and / or any third party appointed by the Authority for the purpose of collection of Passenger Fare.
- d. Cooperate with the Authority or any third party appointed by the Authority in relation to the installation, operation, and maintenance of the ticket vending and validation machines and collection of fare through handheld machines if required. The Authority, its personnel, and authorized contractors shall have complete access to such ticket vending and validation machines and shall not be in any manner obstructed by the Operator, its personnel, or contractors, and the said machines shall in no manner be tampered with or damaged by the

Operator or its personnel.

- e. Cooperate with the Authority for the purposes of monitoring and supervision of the quality, efficiency and adherence of the Operator to other contractual arrangements pertaining to Project.
- f. Maintain logbooks, bus wise, and all maintenance work / activities pertaining to each bus shall be entered there-in on regular basis. Authority shall be free to inspect logbooks at all times and the Operator shall make logbooks available to Authority or its representative and answer all queries to its satisfaction.
- g. Respond to all notices letters communications received from Authority within the given time frame.
- h. Provide all information, data, records, documents or information as may be required by Authority or Project Management Consultant , from time to time; and
- i. Participate in all the meetings and discussions as directed by the Authority from time to time.

24.1.5 Compliance with the terms of the Warranty and Good Industry Practice:

The Operator shall

- a. Shall comply with all terms of Warranty and instructions that are provided as a part of the purchase order with each Contracted Bus.
- b. Undertake all preventive and corrective maintenance in compliance with terms of the Warranty as provided by the bus manufacturer, standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice.
- c. Carry out major overhauls of the Contracted Buses according to the number of Kilometers travelled as per terms of the warranty/purchase order as provided by the bus manufacturer, Engine overhaul agency, AC system provider agency standards and instructions as may be notified by the Authority from time to time and in accordance with Good Industry Practice.
- d. Shall comply with all the literature provided by bus manufacturer in terms of manuals, operating, and maintenance and safety instructions/manual to the Operator. The Operator shall be responsible for understanding the working of Contracted Buses allotted to it in all aspects specified above including safety features. Operator shall abide by the instructions specified in the operating, and maintenance

and safety instructions/manual at all times during the Contract Period. The inspection procedures for the frequency and type of the inspection for each technical condition criteria as specified therein for Contracted Buses shall be complied with by the Operator.

- e. Notify defects of any bus component or equipment and/or monitoring device that may be within the scope of the warranty/purchase to the order within [1 (one) day] of noting such defect, to the Authority and take prompt and immediate action as per the instructions of the Authority to remedy or rectify the defects. In the event that the Operator does not notify the Authority within the stipulated time period then it shall be liable to repair or remedy at its own cost and expense such defect, as per the instructions issued by the Authority.

24.1.6 Annual Maintenance Contract: In case of the operator does not have or does not develop in-house capacity for adequate maintenance of Contracted Buses, the Operator shall procure and maintain, at its own cost, an Annual Maintenance Contract with the manufacturer of the Contracted Bus or his authorized dealer and with the Bus Bodybuilder for the purpose of ensuring regular servicing and preventive maintenance activities for the Contracted Buses.

24.1.7 Record and Reporting Requirements: The Operator shall

- a. Maintain record of all preventive maintenance activities shall be kept in the bus maintenance logbook and duly authenticated by the person in charge of carrying out Contracted Bus maintenance. The Operator shall submit the logbooks for inspection by Authority staff as and when demanded.
- b. Submit to the Authority in a format as specified by the Authority from time to time:
 - i. A monthly report which shall include but not be limited to:
 - Progress reports
 - Status of all risks and issues
 - Status of readiness the skilled staff to operate Contracted Buses and supervise Contracted Bus operation.
 - Status of Contracted Buses with regards to roadworthiness and compliance with highest maintenance standards/manufacturer's manual or instruction.

- ii. Report on an immediate basis reporting incidents requiring urgent attention of the Authority such as accidents, theft, etc.
- iii. Submit a summary of all the complaints on a monthly basis to Authority.
- iv. Submit copy of certificate of road worthiness of the Contracted Buses periodically every quarter.

24.1.8 Inspection: The Operator shall make available Contracted Buses to the Authority or its authorized personnel for inspection as and when required/instructed by Authority for assessment of compliance with maintenance and roadworthiness.

Upon such inspections any suggestions/instruction received from the Authority with regards to corrective actions, maintenance requirement, part replacement requirement, shall be implemented by the Operator at its own cost within [15 (fifteen)] days or a reasonable time period as specified by the Authority. In case of non-rectification/non-action of such instruction within stipulated time period, the Authority may replace or rectify such defect at its own cost and such expenses borne by the Authority shall be reimbursed by the Operator on an immediate basis.

It is hereby clarified that the Authority at its sole discretion, if it determines that such events are occurring on regular basis or are causing undue interference with the Bus Services, may:

- (i) Impose fines and/or damages in accordance with the terms contained herein; and/or
- (ii) Terminate this Agreement.

24.1.9 Repair and Replacement: Subject to obtaining prior written permission of the Authority and any instructions/specifications issued by the Authority, the Operator may if need so arises, replace or install any equipment or accessory for beyond the specifications inside or on the outside of the Contracted Buses. In the event the Operator replaces or installs any equipment or accessory in accordance with this provision, it shall ensure that such additional equipment or accessory is compatible with the existing bus components, parts, software, accessories, or equipment.

24.1.10 Appointment of Drivers and Staff:

- a. The Operator shall appoint:
 - (i) Drivers holding a valid license for a period of [3 (three)] years before the

Appointed Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and

- (ii) Appoint either on a temporary, permanent or contractual basis trained and skilled staff for operation, maintenance, and supervision of the Contracted Buses and other facilities related thereto at his cost for services as per the Agreement.

Provided however, the Authority may require the Operator, to remove any person employed for the Bus Services, who in the opinion of the Authority:

- Persists in any misconduct.
- Is incompetent or negligent in the performance of his duties,
- Fails to conform with any provisions of this Agreement, or
- Persists in any conduct which is prejudicial to safety, health, or the protection of the general public / environment.

- b. Be solely and exclusively responsible for all drivers, employees, workmen, personnel and staff employed for the purposes of implementing the Agreement. The Operator shall ensure that all personnel and staff are under its supervision so as to provide the Bus Service in a safe and efficient manner to the public.

Provided, however the Authority shall not be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during tenure of this Agreement or thereafter and the Operator shall keep the Authority indemnified in this regard.

- c. Ensure that all drivers, personnel and staff shall wear uniform as approved by Authority and are well behaved with passengers and officials of Authority. The Operator shall at its own cost and expense provide uniforms and shall ensure that clean uniforms shall be worn by drivers and any other personnel and staff employed at all times when they are on duty and doing any act in relation to providing the Bus Service under this Agreement.
- d. Hold periodic training sessions for drivers, staff and all personnel (temporary or on contractual or permanent basis) so as to ensure to implementation of Bus Services efficiently.
- e. Ensure that the drivers and other personnel engaged by the Operator do

not get involved in any subversive activities, disruption in normal services and inconvenience or/and harassment to the commuters/users. The drivers and other personnel engaged by the Operator are required to be police verified.

- f. Be responsible for all the costs and expenses of maintenance, operation, employment of drivers and other personnel including but not limited to travel, training of its employees, and vendors engaged by the Operator in connection with the implementation of this Agreement.
- g. Make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Operator's obligations under this Agreement and shall at all times be the principal employer in respect of such labour and personnel.

24.1.11 Appointment of Operator's Manager: The Operator shall appoint qualified personnel to supervise and manage day to day operations and maintenance of the contracted buses and to act as a single point contact to manage all the communications and correspondence with Authority ("**Operations Manager**").

24.1.12 Payment of Taxes and Duties: Subject to Clause 23, the Operator shall make timely payment of all taxes and duties due and payable under Applicable Law.

24.1.13 Payment of Fines: The Operator shall ensure that it promptly pays any fines or damages that may be imposed for any defaults in compliance with traffic rules or other Applicable Laws in relation to the operation of the Bus Service.

24.1.14 No Alterations or Modifications of the Contracted Buses: The Operator shall

- a. Ensure that there are no alterations in the Contracted Buses, or any part thereof made at any point of time including the Colour of such Contracted Buses without the prior written approval of the Authority.
- b. Ensure that no additional or new equipment, hardware or software is installed or used in the Contracted Buses without prior approval of Authority.
- c. Shall not tamper or interfere with any equipment, instrument or system including the GPS tracking facilities and CCTV surveillance and any other equipment or monitoring devices provided in the Contracted Buses.

24.1.15 Complaints Redressal: The Operator shall

- a. Maintain complaints register on every Contracted Bus and shall ensure that the Complaint Register is not tampered with in any manner at any point of time.
- b. Take appropriate action as per the instructions notified by the Authority in relation to any complaint made by the passenger or user of the Contracted Bus or any third person in relation to the Bus Service.

24.2 Rights of the Operator: The Operator shall have right to:

- 24.2.1** Receive Operator Payment from the Authority as per the terms mentioned in this Agreement.
- 24.2.2** Receive support for obtaining required permits and sanctions from the government, or local body and to obtain assistance and support in dutifully carrying out the obligations as provided for in this Agreement as may be within the purview and general jurisdiction of the Authority.
- 24.2.3** Use Bus Depot subject to the terms and conditions provided by the Authority herein; and
- 24.2.4** Operate and maintain the Contracted Buses on the Routes as per conditions set forth in the Agreement.
- 24.2.5** Exercise option to Buy contracted buses after successful completion of Agreement Period as per the terms specified in Clause 35 of the Agreement.

24.3 Authority's Rights and Responsibilities: In addition to the terms and conditions of this Agreement, the Authority shall:

- Provide adequate land for Bus Depot as per the request of Bus Operator (District Head Quarter: 4 to 5 Acre and for Block Level: 1 to 2 Acre)
 - Space for Bus operation related infrastructure development.
 - Upstream water and electric source to the Depot during the Agreement Period.
- 24.3.1** Provide Bus Depot right to use the space in accordance with the terms of this Agreement and Depot Lease Agreement.
 - 24.3.2** Obtain, at its own cost, Route licenses (stage carriage permits) from the RTO and allow the Operator to operate the buses on its behalf under these Licenses.
 - 24.3.3** Establish and operate a dedicated LAccMI Cell to:
 - Register complaints, public grievances in relation to the Bus Services being undertaken by the Operator under this agreement; and

- Monitor and supervise the functioning of the Operator.
- Maintain records and reports in relation to the implementation of the project.

24.3.4 Provide assistance, on a best effort basis, in obtaining the Operator Clearances, provided the Operator has made the applications for such permits/ clearances to the concerned government authorities and is otherwise in compliance with the terms applicable for grant of the same.

24.3.5 Conduct regular inspections of Contracted Buses and the Project at any time during the Agreement Period. The Authority may penalize travellers commuting without ticket in cash as determined by the Authority.

24.3.6 Provide the right of use and right of way to the Operator, in respect of the space for parking of Contracted Buses, maintenance together with the right to use and right of way for such space only for the purposes set forth in this Agreement.

24.3.7 Have the right to levy damages and or fines as provided in this Agreement and in the event the Operator fails to make payments of such fines, the Authority shall have the right to deduct the same from the payments for Km charge and / or Performance Security

24.3.8 Have the right to issue operating instructions and any other advisory or instruction as deemed necessary to maintain highest standards of Bus Services including safety, functionality and operability of the Bus Services.

25. INSURANCE

25.1 Insurance During the Agreement Period

25.1.1 The Operator shall, from day one from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices starting from COD and handover of Depot / Premises up to the end of the Agreement Period such, including but not limited to the following.

25.1.2 Insurance of Contracted Buses and payment of RTO registration charges as per Motor Vehicle Act required for registration of Buses in name of Bus Operator and insurance / RTO charges if any for all subsequent years of Agreement.

25.1.3 100% replacement cost for any loss and damage to Authority's Property/Project Asset/Premises with Authority as beneficiary. Shortfall in

insurance cover, if any, shall be borne by the Operator.

25.1.4 Operator's all risk insurance with the Authority as co-beneficiary.

25.1.5 Comprehensive third-party liability insurance.

25.1.6 100% insurance of employee compensation and other liability as per Workmen's Compensation Act 1923.

25.1.7 Any other insurance that may be necessary to protect the Operator, its employees and the Project Asset against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (1) to (6) with the Authority as beneficiary/co-beneficiary.

25.1.8 The Operator shall be responsible to pay the premium regularly and maintaining the insurance policies specified above at all times during the Agreement Period. Operator shall be solely responsible in case of failure of its renewal.

25.1.9 Apart from above, any liabilities arising out of or incidental to accidents in which Contracted Buses are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments become claimed, or paid during or after the currency of the Agreement. Authority shall not be responsible for payment of any such compensation to aggrieved parties on account of accidents of any kind involving the Contracted Buses.

26.1 Evidence of Insurance Cover

26.1.1 The Operator shall, from time to time, provide to Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with the Agreement.

26.1.2 If Operator fails to effect and keep in force the insurance for which it is responsible pursuant hereto, Authority shall have the option to take or keep in force any such insurance and pay such premium and recover all costs thereof from Operator.

26.2 Application of Insurance Proceeds

26.2.1 Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Operator towards repair or

renovation or restoration or substitution of the Project Asset or any equipment/part thereof or Third-party Property which may have been damaged or required repair/modification.

26.2.2 The Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that Project Asset, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

26.2.3 For insurance policies where the Authority is the beneficiary and where it received the insurance proceeds, only such sums will be used as are required from the insurance proceeds for restoration, repair and renovation of the Project Asset.

26.3 Validity of Insurance Cover

26.3.1 The Operator shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Agreement Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Operator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority by encashment of Performance Security, exercising right of set off or otherwise.

26. Appointed of District Manager / Asst Manager (Operation)

26.1 The Authority, at its own cost, shall appoint a reputed firm having adequate experience of operation and maintenance of LAccMI Bus Operation, as point of contact. The District Manager.

- a) Ensure compliance of the Performance Standards by the Concessionaire as per the provision of the agreement.
- b) Perform contract management and ensure enforcement of Agreement Conditions during the Agreement Period.
- c) Develop Operation Plan including Bus Deployment plan for the Bus Service.
- d) Carryout Supervision, Monitoring and inspection of Buses, Depot Development, Maintenance and allied supporting system on behalf of the Authority.

- e) Evaluate and verify the invoices and make recommendations in this regard.

27. OPERATION AND MAINTENANCE STANDARDS

- 27.1** The Operator shall observe the minimum service standards for operations and maintenance of Contracted Buses as provided in the Agreement.
- 27.2** The Operator shall operate and maintain the Contracted Buses in accordance with the Fleet Deployment Plan and shall at all times ensure that the frequency is maintained as specified under the Fleet Deployment Plan or as per the instructions of the Authority from time to time.
- 27.3** The Operator shall ensure that the following activities are undertaken as part of the maintenance activity of the Contracted Buses without causing any disruption to the frequency or the availability of the Contracted Buses in accordance with the terms contained herein:
- a. Fuelling
 - b. Water topping of radiators.
 - c. Checking and topping of engine oils
 - d. Checking of tyres
 - e. Cleaning, sweeping and washing of buses including soap washing every week.
 - f. Attending to defects reported by drivers.
- 27.4** In addition to the Operator Clearances, the Operator shall ensure that he procures and maintains a valid certificate of fitness and a pollution control certificate from the relevant authorities for all the Contracted Buses from time to time.
- 27.5** In the event the Operator fails to maintain the security of the Contracted Buses and there is any theft or damage of bus component/ spare parts/ hardware/ software/ instrument, then the Operator shall reinstall/reinstate such bus component/spare parts/hardware/software/instrument of the same or equivalent quality and specification after giving prior written notice to the Authority.
- 27.6** The Authority or representative of the Authority shall monitor the replacement or re-installation done by the Operator and shall determine whether the replaced or re-installed bus component/spare parts/hardware/software/instrument is the same or equivalent quality as originally provided or installed in the Contracted Bus. In the event that the Authority or representative of the Authority determines that the replaced or re-installed bus component/ spare parts/ hardware/ software/ instrument is of an inferior quality then the Authority shall consider this Operators Event of Default.
- 27.7** In the event of such breach in security, the Operator shall extend all co-operation to the Authority including but not limited to filing complaints to the police and or any other investigation undertaken in relation thereof.

28. DAMAGE TO CONTRACTED BUSES DUE TO VANDALISM

- 28.1** In the event that any damages or need for repairs or complete replacement to the Contracted Buses and repair of Bus Depot or any other asset provided by the Authority arises during the Agreement Period on account of Vandalism, the Operator shall be required to make good the damages and repair the Contracted Buses to the original conditions at the cost of Operator.
- 28.2** In case of loss of full bus, operator shall replace the lost bus with another bus of broadly similar configuration, specifications, make and vintage. In all cases, the repair, servicing and rectification Service or replacement shall be undertaken by the Operator at its own cost to the satisfaction of Authority.
- 28.3** For the purpose of this clause, “Vandalism” is defined as destroying or damaging Contracted Buses, deliberately and/or for no reasons attributable to omission of act or breach of obligation of the Operator by the persons other than the employee or sub-contractor of the Operator.

29. CONFIDENTIALITY OBLIGATIONS OF OPERATOR

- 29.1 Protection of Confidential Information:** The Operator shall not without Authority’s prior written consent use, copy or remove any Confidential Information from Authority’s premises, except to the extent necessary to carry out Operator’s obligations hereunder. Upon completion or termination of each assignment hereunder, Operator shall return to Authority all documents or other materials containing Authority’s Confidential Information and shall destroy all copies thereof.

For the purpose of this Clause, the term “Confidential Information” means the information or document which is specifically marked by the issuer/provider of information as confidential or otherwise clearly marked as confidential or proprietary and shall include any proprietary or confidential information of Authority relating to the Bus Services provided under the Agreement in relation thereto and information relating to Authority’s business or operations.

29.2 Confidential Information shall not include information which:

- a. Is or becomes generally available to the public without any act or omission of Operator.
- b. Was in Operator’s possession prior to the time it was received from Authority or came into Operator’s possession thereafter, in each case lawfully obtained from a source other than Authority and not subject to any obligation of confidentiality or restriction on use.

- c. Is required to be disclosed by court order or operation of law; in such event, Operator shall so notify Authority before such disclosure; and
- d. Is independently developed by or for Operator by persons not having exposure to Authority's Confidential Information.

29.3 The Operator is under an obligation to protect Confidential Information under this Clause for a period of three (3) years after the expiry or termination of this Agreement.

29.4 Intellectual Property Rights:

29.4.1 Operator shall acknowledge and agree that any and all hardware, software, and / or firmware developed by Authority in relation to the BUS SERVICE Project and any modifications thereto or works derived there-from shall be the exclusive property of Authority at all times and Authority shall retain all right, title and interest in and to the same. Provided however that the Operator shall have the right to possess and use the same during the Agreement Period for purposes of effective implementation, operation and maintenance of the BUS SERVICE Project on specific approval of the same by Authority.

29.4.2 After the expiry or termination of the Agreement Operator shall have no right, title or interest in or to any work including without limitation the designs, software, modifications or facilities developed at the allotted sites by Operator for Authority under the BUS SERVICE Project for any purpose whatsoever.

29.4.3 For purposes of the Agreement the terms "software", "software programs" shall include without limitation the specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided at the sites by the Operator in relation to the BUS SERVICE Project pursuant to the Agreement.

29.4.4 Authority may in its sole discretion allow the use of any and all Buses used specifically for Authority in relation to the BUS SERVICE Project by Operator to a third party for the purpose of advertisements etc. inside/outside the Buses.

30. EVENT OF DEFAULT AND TERMINATION

30.1 Operator's Event of Default: Any of the following events shall constitute an Event of Default by the Operator ("**Operator's Event of Default**") unless such event has occurred as a result of a Force Majeure Event:

30.1.1 Operator is in breach of any of its obligations under this Agreement and the same has not been remedied for more than [60 (sixty)] days.

- 30.1.2** A resolution for voluntary winding up has been passed by the shareholders of the Operator.
- 30.1.3** Any petition for winding up of Operator has been admitted and liquidator or provisional liquidator has been appointed or Operator has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Operator under this Agreement.
- 30.1.4** Operator fails to comply with the Applicable laws, rules and regulations.
- 30.1.5** Any representation made or warranties given by the Operator under this Agreement or under the RFP document is found to be false or misleading.
- 30.1.6** Operator fails to maintain/ refurbish/ replenish the Performance security as per terms of this Agreement.
- 30.1.7** Operator is unable to supply Buses beyond the 60-day permitted delay period and beyond any additional period granted by the Authority in accordance with Clause 15
- 30.1.8** Operator suspends or abandons the operations of Contracted Buses without the prior consent of Authority, provided that the Operator shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations under this Agreement by the Authority.
- 30.1.9** The Operator repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
- 30.1.10** The Operator failed to make any payments/damages/damages due to Authority within period specified in this Agreement or indicated by Authority without any valid reason.
- 30.1.11** The Operator failed to perform any of the Operator's obligations, which has a Material Adverse Effect on the Agreement.
- 30.1.12** Operator creates an Encumbrance over the Contracted Buses, Bus Depot, Terminals or Parking Spaces.
- 30.1.13** Operator fails to adhere to the timelines set forth in the Agreement for

performance of Operator's obligations there under; and reason thereof damages as provided exceeds value of provided in the relevant clauses.

30.1.14 Repeated occurrence of breach of Operator's obligations specified in this Agreement and which shall not be remedied in Remedial Period specified by Authority; and

30.1.15 Any other default/breach of its obligation by the Operator, for which default/breach termination has been prescribed in terms of this Agreement.

30.2 Authority's Event of Default: Any of the following events shall constitute an Event of Default by the Authority (Authority's Event of Default) unless such event has occurred as a result of a Force Majeure Event:

30.2.1 The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of occurrence thereof.

30.2.2 The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement (for example Authority fails to renew stage carriage license/permit, demands withdrawal of the Contracted Buses etc.).

31. TERMINATION DUE TO EVENT OF DEFAULT

31.1 Termination for Operator's Event of Default:

31.1.1 Without prejudice to any other rights or remedies, which the Authority may have under this Agreement, upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant minimum 45 (Forty Five) days or such other reasonable period as the Authority deems fit at its sole discretion to the Operator to remedy the default ("Remedial Period") and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue Termination Notice and then terminate the Agreement.

31.1.2 In the event of termination for an Operator Event of Default, the Authority shall:

- a. In case such termination occurs due to non-supply of buses as per agreement conditions,

- i. Release bus(es) supplied to Authority by the Operator
 - ii. Be entitled to invoke and retain the Performance Security amount in full.
- b. In case such event occurs after COD
- i. Takeover peaceful possession without any Encumbrance of, Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
 - ii. Be entitled to invoke and retain the Performance Security amount in full.
 - iii. Release bus(es) under operation from the duty.

31.2 Termination for Authority's Event of Default

31.2.1 Without prejudice to any other right or remedies which the Operator may have under this Agreement, upon occurrence of Authority's Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue such Termination Notice and grant 45 (Forty Five) days or reasonable period to the Authority to remedy the default and/or make representations, and may after the expiry of such Remedial Period on non-remedy of breach/default, issue a Termination Notice.

31.2.2 Upon Termination of this Agreement on account of Authority's Event of Default, the Authority shall:

- a) Pay any sum due and payable as the Operation Payment by the Authority till date of such termination.
- b) Authority shall give 3-month notice period to the Bus Operator to settle all dues and remove all assets as per the Contract or will pay 3 Months Kilometre Charges (average of last 4 invoice amounts) from the date of termination to the operator."
- c) Takeover peaceful possession without any Encumbrance of all Bus Depots, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to

the Operator.

- d) Refund/ release of performance security in full provided there are no outstanding dues off the Authority on the Operator
- e) Release bus(es) under operation from the duty.

Note: In case of termination of agreement due to any reason, the Authority will ensure that they will acquire the assets (Buses) at market price, depreciated value and pay the proceeds to the operator after clearing the dues of lenders against this project to ensure the safeguard of lenders.

32. FORCE MAJEURE

32.1 For the purposes of this Agreement the expression “**Force Majeure**” or “Force Majeure Event” includes acts of God, war, revolutions, hostility, civil commotions, strikes, fires, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions and if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event:

- (i) Is beyond the reasonable control of the Affected Party, and
- (ii) The Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and
- (iii) Has Material Adverse Effect on the Affected Party.

32.2 As soon as practicable and in any case within [seven (7) days] of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party, inter alia, the following in reasonable detail:

- a. The nature and extent of the Force Majeure Event.
- b. The estimated duration of the Force Majeure Event.
- c. The nature of and the extent to which, performance or any of its obligations under this Agreement is affected by the Force Majeure Event.
- d. The measures which the Affected Party has taken or proposes to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performances of such of its obligations affected thereby; and
- e. Any other relevant information concerning the Force Majeure Event, and / or

the rights and obligations of the Parties under this Agreement.

32.3 As soon as practicable and in any case within [5 (five) days] of notification by the Affected Party in accordance with the preceding sub-clause (a), the Parties shall, hold discussions in good faith in order to:

- a) Assess the impact of the underlying Force Majeure Event.
- b) To determine the likely duration of Force Majeure Period; and
- c) To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.

32.4 The Affected Party shall during the Force Majeure Period provide to the other Party representative regular (which shall not be less than weekly) reports concerning the matters set out in the preceding sub-clause (b) as also any information, details or document, which the other Party may reasonably require.

32.5 If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligation to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. Due notice of the Force Majeure Event has been given as required in accordance with the terms contained herein.
- b. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event.
- c. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or likely to be caused to the Project as a result of the Force Majeure Event and to restore the Bus Services affected as a result of the Force Majeure Event in accordance with the Good Industry Practice and its obligations under this Agreement.
- d. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder the non-issue of such notice being no excuse for any delay in resuming such performance.
- e. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being

performed in accordance with the Agreement; and

- f. Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

32.6 If the 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 Agreement, in which case, neither Party shall have the right to claim damages from the other. All prior performance shall be subject to the terms of this Agreement.

32.7 Upon Termination of this Agreement on account of a Force Majeure Event, the Operator shall be entitled to :

- a) Receive any sum due and payable as the Operation Payment by the Authority till date of such termination.
- b) Handover peaceful possession without any Encumbrance of all Bus Depots, Terminals, and/or Parking, Computer software, electronic hardware or any Intellectual Property, pertaining to Bus Operation and maintenance, provided to the Operator.
- c) Receive of performance security in full provided there are no outstanding dues of the Authority on the Operator
- d) Release bus(es) under operation from the duty.

33. CHANGE OF LAW

33.1 Change in Law shall mean the occurrence or coming into force of any of the following, after the date of execution of this Agreement:

- a. The enactment of any new law
- b. The repeal, modification or re-enactment of any existing law.
- c. A change in the interpretation or application of any law by a court of record
- d. Any order, decision or direction of a court of record; and
- e. Any change in the rate of any of the taxes that have direct effect on the Agreement.

Provided, however, Change in Law shall not include:

- a) Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the date of execution of this n Agreement.
- b) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Effective Date which is a matter of public knowledge.
- c) Any change in taxes, duties, levies, cess or any other form of charges.
- d) Non availability of any spare part, equipment, component due to price escalation or otherwise

33.2 Upon occurrence of a Change in Law, the Operator shall notify the Authority of the following:

- a) The nature and the impact of Change in Law on the Agreement and Project; and
- b) Upon receipt of the notice of Change in Law issued by Operator pursuant to preceding subclause, the Authority and the Operator shall hold discussions in relation thereof.

34. HANDBACK ON TERMINATION

34.1 The operator shall retain the title and ownership of Contracted Buses in relation to the Project under this Agreement during the Agreement Period.

34.2 After successful completion of agreement period, operator shall hand over all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

34.3 In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover to the Authority free from Encumbrances the peaceful possession of all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

34.4 In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful possession of all awarded/allotted Bus Depots, Parking Spaces, Terminals, and any other assets installed or developed by Authority including without limitation any and all hardware, software, firmware, and deliverables in sound condition.

34.5 The Operator shall have no right to seek the transfer of the Bus Depot Area or any other Movable or immovable asset that may be provided by the Authority to the Operator, and the Authority shall retain the title, and ownership in relation to such assets at all times.

34.6 Any immovable infrastructure, which may be constructed by the Operator shall be transferred by the Operator to the Authority.

35. DISPUTE RESOLUTION

35.1 Amicable Resolution

35.1.1 Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Agreement between the Parties and so notified in writing by either Party any negligence on the part of the operator or its employees.

35.1.2 The overall liability of the Operator under the agreement, either through invocation or Performance Security or liquidated damages or fine or penalties or claim for indemnity, irrespective of whether the liability arises as a result of a single act or omission shall be limited to an amount equal to **ten per cent (10%)** of the annual payment of the Operator in that financial year.

35.1.3 Grievance redressal committee – To settle any dispute amicable between Stake holders a committee shall be formed headed by CMD OSRTC with following members:

- General Manager (OSRTC)
- FA cum CAO
- CA
- Officials from legal section

35.2 Arbitration

35.2.1 Arbitrator: In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by an arbitration tribunal consisting of three arbitrators, one to be appointed by each Party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding.

35.2.2 Place of Arbitration: The place of arbitration shall be at Bhubaneswar.

- 35.2.3** 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.
- 35.2.4** Procedure: The procedure to be followed within the arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
- 35.2.5** Enforcement of Award: Any decision or award resulting from arbitration shall be final and binding upon the Parties. 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.
- 35.2.6** 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.
- 35.2.7** 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 Agreement without prejudice to a final adjustment in accordance with such award.

36. INDEMNITY

- 36.1** The Operator shall at all times, i.e. during the Agreement Period and at any time thereafter, defend, indemnify and hold the Authority harmless from and against all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to person or injury to property, or other tort claims) and expenses (including costs incurred in defending itself in court proceedings) arising out of or relating to the breach by Operator of any covenant representation or warranty or from any act or omission of the Operator or his agents, employees or sub-contractors.
- 36.2** The Operator shall be liable for and make good any damages which may be caused to Authority or to third parties, for non-compliance of any of its statutory/contractual obligations and responsibilities with respect to any party.
- 36.3** The Operator shall be liable and make good to Authority any damages or statutory

claim like Motor Accident Claim which may be caused to Authority for any negligence on the part of Operator or its employees.

36.4 The overall liability of the Operator under the Agreement, either through invocation of Performance Security or liquidated damages or fine or penalties or claim for indemnity, irrespective of whether the liability arises as a result of a single act or omission, or a series of acts or omissions shall be limited to an amount equal to **ten per cent (10%)** of the total payment received by the Operator in that Operation Year.

37. MISCELLANEOUS

37.1 Governing Law and Jurisdiction

37.1.1 This Agreement shall be governed and interpreted in accordance with the laws of India.

37.1.2 The Courts of Bhubaneswar alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Agreement.

37.2 No waiver of rights and claims: Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of any party under the terms of this Agreement shown or made by such a party in whose favour such rights or claims might have vested by virtue of this Agreement shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect of such a party.

37.3 Schedules and Annexure: RFP, Bid Clarifications, Corrigendum, Addendum all schedules and annexures and other explanatory details attached to this Agreement shall be deemed to be a part of this Agreement.

37.4 Supersession of earlier Agreements: This Agreement represents the entire Agreement between the Authority and the Operator, and all agreements, correspondence, notes or any other document submitted, or understandings made or reached by and between the Parties inter se in respect of the subject matter of these presents prior to the date hereof shall be deemed to have been superseded and revoked on the execution of this Agreement.

37.5 Notices: Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority

(Name of the Concerned Official)

OSRTC

If the Operator

All notices under this Agreement shall be in English.

37.6 Counterparts: This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

37.7 Assignment: No assignment of this Agreement, or any rights or duties hereunder shall be made in whole or in part by any Party at any point of time during the Agreement Period.

Provided, however, the Operator may sub-contract part of the operation and maintenance of the Bus Services with the prior approval of the Authority.

Provided, further that, under no circumstances shall the Operator be absolved of his rights, duties, obligations under the terms and conditions of this Agreement, and the Operator shall be solely and exclusively responsible for the implementation of this Agreement.

37.8 No Partnership: Nothing herein contained shall be construed to constitute a partnership between Authority and the Operator, or to constitute either party as the agent of the other and neither party shall hold itself out as such.

37.9 Severability: If any provision of this Agreement shall be declared illegal, void or unenforceable, the same shall not affect the other provisions herein which shall be considered severable from such provision and shall remain in full force and effect.

37.10 Representation and Warranties

37.10.1 Representation and Warranties of the Authority: The Authority hereby represents, assures, confirms and undertakes to the Operator as follows:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted, and to enter into this Agreement.
- b) That it has full power, capacity and Authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals and followed all the procedure required to authorize the execution, delivery and performance of this Agreement.
- c) Nothing in this Agreement conflicts with its constitutional Authority, mandate, or any law or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d) All approvals and permissions as are necessary for the execution of this Agreement have been obtained, all the required procedure for the due execution of this Agreement have been adhered to, and this Agreement will be valid, legal and binding against it under the Applicable Law.

37.10.2 Representation and Warranties of the Operator: The Operator hereby represents, assures, confirms and undertakes to the Authority as follows:

- a) That it is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement.
- b) That it has full power, capacity and Authority to execute, deliver and perform this Agreement, and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement.
- c) Nothing in this Agreement conflicts with its Memorandum and Articles of Association or any other agreement, understanding or arrangement or any judgment, decree or order or any statute, rule or regulation applicable to it; and
- d) this Agreement will be valid, legal and binding against it under the Applicable Law.

37.10.3 Exclusion of Consequential Losses: Notwithstanding anything to the contrary contained in this Agreement, the indemnities herein provided shall not include any claim or recovery in respect of; any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of

profit, except as expressly provided in this Concession Agreement.

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 BY

For and on behalf of OSRTC

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

SIGNED, SEALED AND DELIVERED

For and on behalf of by: **M/s XXXXXXXXXXXXX**

Mr. XXXXXX

M/s XXXXXXXXXXXXX

Email:

Witness: _____

1.

2.

Annexure – PA1: to Land Lease Agreement: Details of Land handed over to Operator during execution of Agreement.

Depot 1:

Date of Handover	
Address of Depot	
Area of Depot:	
Facilities	
Utilities	
Security	

We have inspected the above land/space for construction of depot and are satisfied as to its condition. We undertake to maintain the above premises in good working condition as per standard practices and terms and conditions of the Agreement. We understand that the premises above are only being Leased to us for the purpose of maintenance of the Contracted Buses during the Total Contract Period and shall not be used for any other purpose. We confirm to return the above premises to the Authority at the end of the Total Contract Period in the same condition as found when we took over, subject to normal wear and tear for such premises for prescribed uses. The Authority shall not bear liabilities arising from the use of these Premises.

We have accepted the right to use the Depot on----- (date)

For Operator

Name -----

Sign -----

Time and Place -----

Details of other depots lands & space to be added as they are handed over and to form part of this Agreement.

Annexure – PA2: Details of Contracted Buses and the Indicative Handover Schedule of Contracted Buses

*(*Details of Buses to be added when handed over and to form part of this Agreement.)*

Details of Buses

Sl. No.	Manufacturer and Bus Type	Model Number	Registration	Lot Number	Date of Commissioning

Annexure – PA3: List of Tools Provided by the Bus Manufacturer and Bus Bodybuilder

(To be Attached at the time of Signing of the agreement)

Annexure – PA4: Indicative List of Equipment to be Provided by the Operator

[Indicative requirement]

Sl. No.	Equipment Description	Qty required in nos
1	Air Compressors	2
2	Bus Washers	2
3	Brake and clutch liner riveting Machine	1
4	Pedestal Drilling machine	1
5	Hydraulic press	1
6	Brake units testing machine	1
7	Electric Welding Machine	2
8	Spray painting machine	1
9	Tyre pressure gauges	6
10	Hub pullers	4
11	Decanting Pump	1
12	Torque wrenches	4
13	Hydraulic Jacks	20
14	Pit trolleys	3
15	Bench vices	4
16	Working tables	6
17	Greasing machine	3
18	Gas Welding machine set	1
19	Battery Chargers	3
20	Matra Jack	1
21	Electric clamp meter	2
22	Bench Grinder	1
23	Injector tester	1
24	Portable drilling machine	3
25	Wheel alignment gauge	2
26	Hot plates for tube repairing	3
27	Chassis stands	4
28	Toolbox set	20

Annexure – PA5: List of Authority Clearances and Operator Clearances

Sl. No.	Permission/ Clearance	Party responsible
1	Vehicle Registration	Operator
2	Insurance for Vehicle and other Authority owned assets like Depot	Operator
3	Stage Carriage Permit / Area Based Permit within District	Authority
4	No Objection Certificate from State Transport Department or RTA or from State Transport Undertaking as applicable	Authority
5	Fare Notification	Authority
6	Pollution Under Control Certification	Operator
7	Road worthiness Certificate	Operator
8	MV Tax & Additional MV Tax	Operator

Annexure – PA6: Integrity Pact

(To be Signed at the time of Agreement)

BUS OPERATOR INTEGRITY PACT (Cluster-II/III/IV/V under LAccMI Scheme)

This Bus Operator 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 “**Operator**”, which expression shall include its successors and permitted assigns).

The Authority and the Operator 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 procurement, operation and maintenance of the LAccMI bus service system in the semi urban area of Odisha under Cluster-I (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 Operator.

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 Operator 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 PROCUREMENT, OPERATION AND MAINTENANCE OF THE LACCM I BUS SERVICE SYSTEM IN THE SEMI URBAN AREA OF ODISHA UNDER CLUSTER-X AND AGREE AS FOLLOWS:

1. Scope

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

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

2 Independent External Monitor (IEM)

2.1 OSRTC has appointed Independent External Monitor (IEM) for this Integrity Pact in 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 Operator upon request and demonstration of a

valid interest by the IEMs. The same is also applicable to sub-contractors of the Operator. 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 CMD. 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 CMD 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 / Operator 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 Organisation on a half yearly basis to discuss/ review the information on tenders awarded during the preceding six months' period. Additional sittings, however, can be held as per requirement.

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

- 3.4** For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 3.5** IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be investigated by the CVO of the concerned Organization.
- 3.6** The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEM would not be legally binding, and it is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 3.7** Issues like warranty/guarantee etc. should be outside the purview of IEMs.
- 3.8** All IEMs should sign non-disclosure agreements with the organization in which they are appointed. They would also be required to sign a declaration of absence of conflict of interest.
- 3.9** A person acting as an IEM shall not be debarred from taking up other assignments such as consultancy with other organizations or agencies subject to his declaring that his/ her additional assignment does not involve any conflict of interest with existing assignment. In case of any conflict of interest arising at a later date from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse himself/ herself from that case.
- 3.10** All organizations may provide secretarial assistance to IEMs for rendering his/her job as IEM.
- 3.11** In case of any misconduct by an IEM, the CMD/ 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 minuted 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 Operator, 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 Operator to the CMD of OSRTC with full and verifiable facts and the same is prima facie found to be correct by the CMD 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 Operator

- 5.1** The Operator 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 Operator undertakes to abide by the measures given in the following paragraphs.
- 5.2** The Operator 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 Operator 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 Operator will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 5.5** The Operator 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 Operator 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 Operator, 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 Operator 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 Operator will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 5.9** The Operator 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 Operator commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the Operator submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 7 of this Pact.
- 5.11** The Operator will not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 5.12** If the Operator or any employee of the Operator or any person acting on behalf of the Operator, 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 Operator's firm, the same will be disclosed by the Operator 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 Operator 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 Operator 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 contractor (i.e., the Operator) shall take the responsibility of the adoption of the Integrity Pact by the sub-contractors. It is to be ensured that all sub-contractors also sign the Integrity Pact.

5.17 Operator 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 Operator 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 Operator's exclusion from the tender process.

6.2 The Operator 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 Operator or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Operator) shall entitle OSRTC to take all or any one of the following actions, wherever required:

7.1.1 To disqualify the Operator in pre-award stage without assigning any reason and without any compensation to the Operator. 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 Operator.

7.1.3 To debar the Operator 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 Operator, 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 Operator shall be final and conclusive on the Operator.

7.4 The Operator 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 Operator.

8 Fall Clause

8.1 In case of supply tenders, the Operator 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 Operator 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 Operator 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

RFP for Selection of Bus Operator for Supply, Operation and Maintenance of Buses for Managing Public Transport across the Cluster-II, III, IV & V Routes under LAccMI Scheme on Gross Cost Contract (GCC) Model

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:

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