



Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

**Development and Commercialization of Bus Depots for
OSRTC on Design Build Finance Operate and Transfer
(DBFOT) basis for 6 Locations**

[RFP No. 7051..... Date: 20/06/2026]

Volume-1: Request for Proposal (RFP)

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 ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of OSRTC or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

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

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. This information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OSRTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

OSRTC and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed from part of this RFP or arising in any way in this process.

OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

OSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that OSRTC is bound to select an Applicant or to appoint the Selected Applicant and OSRTC reserves the right to reject all or any of the proposals without assigning any reasons thereof.



The Applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal 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 proposal. All such costs and expenses shall be borne by the Applicant and OSRTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the RFP Process.



Table of Contents

DISCLAIMER.....	2
Table of Contents	4
GLOSSARY	6
1.1 Background	7
1.2 Brief Description of Bidding Process	9
1.3 Schedule of Bidding Process.....	10
2. INSTRUCTIONS TO BIDDERS	12
A. General.....	12
2.1 General Terms of Bidding.....	12
2.2 Change in ownership of the Successful Bidder	14
2.3 Cost of Bidding	15
2.4 Site Visit and Verification of Information	15
2.5 Verification and Disqualification.....	16
B. Documents.....	17
2.6 Contents of the RFP	17
2.7 Clarifications.....	17
2.8 Amendment of RFP	18
2.9 Proprietary Data	18
C. Preparation and Submission of Bids	18
2.10 Language, Format and Signing of Bid	18
2.11 Sealing and Marking of Bids.....	19
2.12 Bid Due Date	19
2.13 Late Bids	19
2.14 Modifications/ Substitution/ Withdrawal of Bids	19
2.15 Rejection of Bids	19
2.16 Validity of Bids.....	20
2.17 Confidentiality.....	20
2.18 Correspondence with the Bidder	20
D. Bid Security	20
2.19 Bid Security/ EMD	20
2.20 Performance Security	22
3. EVALUATION OF BIDS	23
3.1 Opening and evaluation of Bids.....	23
3.2 Tests of Responsiveness	23
3.3 Clarifications.....	24
3.4 Bidding Parameter.....	24
3.5 Technical Eligibility	24

3.5.1 Technical Capacity	24
3.5.2 Financial Capacity	26
3.5.3 O&M Experience	27
3.5.4 Evaluation of Technical Score	27
3.5.5 Other conditions	28
3.6 Selection of Bidder	29
3.7 Short-Listing and Notification.....	31
3.8 Contacts during Bid evaluation	31
4. SCOPE OF WORK	32
5. FRAUD AND CORRUPT PRACTICES	36
6. MISCELLANEOUS	38
ANNEXURE I: FINANCIAL BID FORM	39
ANNEXURE-II: BANK GUARANTEE FOR BID SECURITY	41
Project Introduction	44
Salient features of the site	44
1.1 About location details	44
1.1.1 Package 01: Balangir Depot	44
1.1.2 Package 02: Bhadrak Depot	45
1.1.3 Package 03: Bhawanipatna Depot.....	45
1.1.4 Package 04: Dhenkanal Depot	46
2.1.5 Package 05: Keonjhar Depot	46
2.1.6 Package 06: Jagamara Depot.....	47
2.2 Area Statement	47
FORMATS FOR APPLICATION	53
APPENDIX-1: LETTER COMPRISING THE APPLICATION FOR PRE QUALIFICATION	53
APPENDIX-2: DETAILS OF APPLICANT	56
APPENDIX-3: FINANCIAL CAPACITY OF APPLICANT.....	58
APPENDIX-4: DETAILS OF ELIGIBLE PROJECTS	60
APPENDIX-5: STATEMENT OF LEGAL CAPACITY	65
APPENDIX-6: POWER OF ATTORNEY FOR SIGNING OF APPLICATION	66
APPENDIX-7: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	68
APPENDIX-8: DRAFT JOINT BIDDING AGREEMENT	70
APPENDIX-9: TECHNICAL CAPACITY OF THE APPLICANT.....	75
APPENDIX-10: O&M EXPERIENCE OF THE APPLICANT	77
APPENDIX-11: FORMAT OF UNDERTAKING FOR TIE-UP WITH AN ENTITY/ PERSONNEL HAVING EXPERIENCE RELATING TO THE PERFORMANCE OF O&M.	79
ANNEXURE-III: FINANCIAL OBLIGATIONS	80



GLOSSARY

- **Annual Concession Fee** shall have the same meaning as assigned to the term in the RFP.
- **Bid** shall mean the RFP application along with financial proposals for individual Project site.
- **Bid Due Date** shall mean the Bid submission date as mentioned in the schedule of bidding process in Clause 1.3
- **Bid Security** shall have the same meaning as assigned to the term in Clause 1.2.6
- **Circle Rate** shall mean the minimum value of land per acre/per square meter as fixed and notified by the Inspector General of Registration (IGR), Odisha, under the provisions of the Odisha Stamp (Prevention of Under-valuation of Instruments) Rules, 2018.
- **COD of Bus Depot/ COD of Commercial Complex** shall have the same meaning as assigned to the term in the Concession Agreement.
- **Composite Price Index** shall mean weighted average of change in WPI and CPI at a reference date vis-a-vis the WPI and CPI at a date 12 (twelve) months prior to the reference date. Respective weights to be used in computation of Composite Price Index would be 70% (seventy percent) in favour of WPI and 30% in favour of CPI.
- **Damages** As defined in Clause 2.1.11
- **Demand Draft** shall have the same meaning as assigned to the term in Clause 2.19.1
- **DCA** shall have the same meaning as Draft Concessionaire Agreement
- **Estimated Project Value** shall mean the values mentioned in the fifth column of Table 1-1, under Clause 2.19.1
- **FAR or Floor Area Ratio** shall mean the Floor Area Ratio pertaining to the Project
- **Government/ GoO** shall mean the Government of Odisha
- **H&UD** shall mean the Housing and Urban Development, Government of Odisha
- **LOI or Letter of Intent** shall have the same meaning as assigned to the term in the RFP
- **Performance Security** shall have the same meaning as assigned to the term in the RFP
- **Project Site** shall mean the site on which the Project is to be developed by the Concessionaire
- **Re. or Rs. or INR** shall mean the currency of India/ Indian Rupee
- **Commercial Complex** shall have the same meaning as assigned to the term in the Concession Agreement.



1. INTRODUCTION

1.1 Background

1.1.1 The Odisha State Road Transport Corporation (OSRTC) (the “**Authority**”) is a statutory corporation established in 1974 under the provisions of the Road Transport Corporations Act, 1950, with the objective of providing efficient, coordinated, and economic road transport services in the State of Odisha. OSRTC (the “**Authority**”) proposes to undertake the development and/or operation, and maintenance of the multiple bus depots (the “**Project**”) across various Districts in Odisha **through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate, and Transfer (the “DBFOT”) model/ basis**, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Sl. No.	Package	Depot	Location	Site Area in Acre
1	Package-01	Balangir Depot	Bijakhman, Balangir Sadar	6.55
2	Package-02	Bhadrak Depot	Bahudarada, Bhadrak	5.37
3	Package-03	Bhawanipatna Depot	Nazul, Bhawanipatna	1.05
4	Package-04	Dhenkanal Depot	Mahisipat, Dhenkanal Sadar	5.00
5	Package-05	Keonjhar Depot	Nijigarh, Keonjhar Sadar	2.53
6	Package-06	Jagamara Depot, Bhubaneswar	Jagamara, Khordha	2.90
Total				23.40

The Authority intends to invite bids for the project and award the project to the Selected Bidder through an open competitive bidding process in accordance with the procedure set out herein. These facilities will cater to OSRTC’s owned, controlled, regulated, or obligatory bus operations under a structured concession arrangement. To ensure commercial viability and quality service delivery, the Project may integrate permitted commercial development alongside the core transport infrastructure. The **scope of work includes the design, financing, construction, commissioning, operation, and management of the Project Facilities**—including bus depot infrastructure, passenger amenities, commercial areas, and supporting utilities—at the identified Project Sites. **At the end of the Concession Period, the entire Project Facilities shall be transferred back to OSRTC or its nominated agency, free of cost, in accordance with the terms of the Concession Agreement.** The Selected Bidder shall be responsible for delivering the bus depot facilities in line with the prescribed service levels and technical specifications provided in the Schedules to the Concession Agreement, and for ensuring readiness for immediate operations as per the specifications given herein.

1.1.2 The Selected Bidder is either a Company incorporated under the Companies Act, 1956/2013 or shall be required to furnish an undertaking stating that it will incorporate a **Special Purpose Vehicle**

(SPV) in the form of a company registered under the Companies Act, 1956 or 2013, at least 45 days prior to the execution of the Concession Agreement. This SPV (the “**Concessionaire**”) shall be solely responsible for the design, engineering, financing, procurement, construction, operation, maintenance, and eventual transfer of the Project, including bus depot management, in accordance with the terms and conditions set forth in the Concession Agreement (the “**Concession Agreement**”), entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Concession Agreement sets forth the detailed terms and conditions for the grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”). The draft of the Concession Agreement is provided as Volume II of this RFP document. The Scope of Work (SoW) shall broadly cover the complete lifecycle of the Project on a Design, Build, Finance, Operate, and Transfer (DBFOT) basis. The construction shall have to be compliant to the governing bye laws, zoning regulations of the Housing and Urban Development Department (H&UD), Government of Odisha (GoO), best industry practices, approvals of the Authority and related statutory provisions and regulations for similar Projects and the operation & maintenance thereof.

1.1.3 The minimum estimated project value/ costs of the Project (the “**Estimated Project Value**”) has been specified in the Clause 2.19.1. The assessment of actual value/ costs, however, will have to be made by the Bidders.

1.1.4 The model building bye laws as provided by Housing and Urban Development Department, Government of Odisha hereinafter referred to as (“H&UD”) with a basic FAR of 200% shall be applicable as per Odisha Town Planning & Improvement Trust (Planning and Building Standards) Rules, 2021 and it’s subsequent amendments issued by Housing & Urban Department, Government of Odisha. In lines with the model building bye laws as provided by H &UD, GoO has proposed zoning regulation providing area for commercial complex up to 45% of basic FAR without any impact fee (except on multiplex and its allied activities) as special support to the Project. The Concessionaire will also be allowed to use FAR for commercial usage in Bus Depot but only after meeting the technical requirements of Authority for its Bus Depot and/ or workshop requirement and on obtaining permission from the appropriate authority by making payments of levies, fees, impact fees, charges etc. Additionally, in case of futuristic requirement wherein the Concessionaire will apply for additional purchasable FAR (beyond basic admissible FAR) through Authority only, the Authority will issue a no objection against a pro rata payment of the quoted estimated project value as mentioned in Clause 25.2.1 of the Draft of Concession Agreement. However, if the request of the Concessionaire is rejected by the Authority or any other government agency after payment of such pro rata payment of the quoted estimated project value, the Authority shall endeavour to refund the same without any additional liability pending towards it, within a period of 30 days from the receipt of such application by the Concessionaire.

1.1.5 The Successful Bidder must develop the passenger amenities, chargeable facilities on the priority basis in the bus depot premises within a period of 18 months from the Appointed Date and in case of the commercial complex, within a period of 60 months from the Appointed Date.

1.1.6 With regards to the Project Site, the land ownership will remain with the Authority and the land will be licensed to the Successful Bidder for a period of 30 years from the date of Appointed Date, further a period of 5 years extensible based on performance of the Concessionaire and decision of the Authority. After the Concession Period is over, the Project, all on site facilities, infrastructure, all equipment's erected or installed as part of the Project as well as the land comprising the Project Site shall stand transferred to the Authority, free from all encumbrances and in accordance with good industry practices. For avoidance of doubt, Successful Bidder shall execute separate deed for transfer of the aforesaid after completion of the Concession Period or its sooner termination by the Authority.

1.1.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.8 The Authority shall receive Bids pursuant to this RFP in accordance with the term set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a **single-stage**, two-part electronic bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. Eligibility and qualification of the Bidder (the "**Bidder(s)**") which expression shall, unless repugnant to the context include the Members of the Consortium), will be first examined based on the details submitted under the first part (the "**Technical Bid**") in accordance with the provisions of this RFP. The second part of the process involves opening the financial proposals (the "**Financial Bid**") of only those bidders qualified whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. The Technical Bid and Financial Bid shall collectively be referred to as bid (the "**Bid**").

1.2.2 Bids are invited from interested entities or a group of such entities [not more than two members, "**Consortium**"], which expression shall, unless repugnant to the context, include the members of the Consortium, (the "**Bidders**"), for the project in accordance with the provisions of this RFP. The Bidders are required to submit a non-refundable sum of **INR 11,800 [INR 10,000/- (Rupees Ten Thousand only) + GST (18%)]** per Bid in shape of **Demand Draft/ Banker's Cheque** from a scheduled commercial bank/ nationalized bank drawn in favour of "OSRTC Security and EMD", payable at Bhubaneswar.

1.2.3 The details of the Bidding Process are mentioned in the Clause 2.11 – Sealing and Marking of Bids.

1.2.4 The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 of this RFP for submission of bids (the “**Bid Due Date**”).

1.2.5 The Bidding Documents include the Request for Proposal (RFP) as Volume I and the Draft Concession Agreement for the Project as Volume II. Subject to the provisions of Clause 2.5 & 2.6, any corrigendum or addenda issued subsequent to this RFP document and/or the Concession Agreement, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.2.6 A Bidder is required to deposit, along with its Bid, a bid security of an amount as mentioned in Annexure - II of the RFP (the “**Bid Security**”), refundable after 180 days from the Bid Due Date except in the case of the Selected Bidder, and as per the normal procedure for this, outlined by the Authority. The Bidders will deposit the Bid Security in the form of unconditional, irrevocable and unequivocal bank guarantee issued by any nationalized bank or scheduled bank drawn in favour of “OSRTC Security and EMD” payable at Bhubaneswar with a validity of 180 days. The Bid Security may also be furnished in the form of Demand Draft or Banker’s Cheque issued by any nationalized bank or scheduled bank drawn in favour of “OSRTC Security and EMD” payable at Bhubaneswar. The validity of Bid Security may be extended subject to a maximum of 60 days, at the request of the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.7 The Selected Bidder shall be the Bidder being selected through the process described in Section 3. The remaining Bidders shall be kept in reserve and may in accordance with the process specified in section 3 of this RFP, be considered in case such Selected Bidder withdraws or is not selected for any reason.

1.2.8 During the Bid Stage, Bidders are invited to examine the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.9 The Concessionaire will be entitled to build, develop, maintain and transfer the Project in accordance with the terms and conditions of the draft for Concession Agreement.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail at osrtc@od.gov.in but not later than the date as mentioned in Clause 1.3 (schedule of bidding process) of this document. No query violating the bidding schedule will be responded to or entertained.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Particulars	Details
1	Publication of RFP Notice	23/06/2026

Sl. No.	Particulars	Details
2	Uploading of RFP document in tender Odisha Portal & OSRTC website	23/06/2026
3	Last date & time for Submission of Queries / Clarification	01/07/2026
4	Pre bid meeting (through virtual mode)	02/07/2026
5	Response to Queries / Clarification	09/07/2026
6	Last date for Proposal e-submission	18/07/2026 up to 03:00 PM
7	Website for submission of proposals	Online bids on the tender Odisha portal may be obtained at: https://tendersodisha.gov.in/nicgep/app
8	Date and time for opening of technical bids	18/07/2026 (05:00 PM)
9	Date and time for opening of financial bids	- To be intimated -

Clarification:

- (1) The above schedule is tentative. The Authority reserves the right to modify the said schedule of the Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such changes, if any, would be uploaded at the website of the Authority from time to time.
- (2) Any change in the RFP including this clause 1.3 to be regarded as an amendment and should be stated to be made/communicated in accordance with the process laid down under clause 2.8.
- (3) Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting with the interested parties and in such event, the above schedule shall stand modified and amended.



2. INSTRUCTIONS TO BIDDERS

A. General

2.1 General Terms of Bidding

- 2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project as per the format given in Appendix - I. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP but defined in the RFP for the Project shall have the meaning assigned thereto in the RFP.
- 2.1.3 This RFP is being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids. Nothing contained in the RFP shall be binding on the Authority nor confer any right on the Bidders, the Authority, its consultants, agencies, employees shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Bid should be furnished in the format at Annexure – I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bidder has to provide the Bid Security as mentioned in Clause 1.2.6 in the form of either demand draft or bank guarantee acceptable to the Authority, as per format at Annexure-II. Bid Security in any other form will not be accepted.
- 2.1.7 The validity period of the Bid Security shall not be less than 180 days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 days from the Bid Due Date except in the case of the Selected Bidder. In case of the Selected Bidder, the Bid Security shall be refunded within 60 (Sixty) days of receipt of the Performance Security.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the RFP and the Bid shall be in English language. Any printed literature furnished by the Bidder written in another language must be

accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the application, the translation shall govern.

2.1.10 The Bidding Documents including this RFP and all attached documents are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11 A Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.1.12 The Authority, its employee and advisors would treat the Bids and supporting information submitted by the Bidders in a reciprocating confidentiality and would use it for the purpose of this Bidding Process alone. However, if the information / document submitted by the Bidder is needed to be reproduced under any statutory provision, such as Right to Information or litigations, the Authority would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.

2.1.13 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOI or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOI or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of three (03) years from the date of COD of Commercial Complex.

2.1.14 This RFP is not transferable.

2.1.15 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Change in ownership of the Successful Bidder

2.2.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was prequalified and short-listed on the basis of its Technical Capacity and Financial Capacity and in case of a Consortium, the Technical Capacity and Financial Capacity of its Members. In case of a Consortium, Member with the highest equity stake in the Consortium, subject to a minimum of 26% shall be the nominated as the Lead Member to act on behalf of the others as their representative for Bidding and implementation of the Project and all the other Members of the Consortium shall have to hold at least 10% equity till the COD of Commercial Complex, in accordance with the provisions of the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there-under. For the avoidance of doubt, the provisions of this Clause shall apply only when the Bidder is a Consortium.

2.2.2 "Post COD, any Change of ownership during the Concession Period shall be done with the prior written consent of the Authority. Such consent shall not be unreasonably withheld if the incoming entity satisfies objective criteria (financial capacity, technical competence, solvency). Approval shall be granted or refused within 45 days of a complete submission; failure to respond shall be deemed approval.

2.2.3 In case the Successful Bidder is a Consortium, change in the Lead Member shall not be allowed under any circumstances during the Bidding Process.

2.2.4 In case the Successful Bidder is a Consortium, its Lead Member shall not be allowed to reduce its Equity contribution in the SPV below 26 % till the COD of Commercial Complex and the other Members shall not be allowed to reduce their Equity contribution in the SPV below 10% each till the COD of Commercial Complex, in accordance with the provisions of the Concession Agreement.

2.2.5 No change in the composition of the Consortium shall be allowed between the Bidding Process and the execution of the Concession Agreement and thereafter shall be as per the terms and conditions specified in the Concession Agreement.

2.2.6 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the

Bidder or withdraw the Letter of Intent ("LoI") from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.3 Cost of Bidding

2.3.1 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Site Visit and Verification of Information

2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

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

- a) Made a complete and careful examination of the Bidding Documents.
- b) Received all relevant information requested from the Authority.
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above.
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3 The 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 thing arising out of or concerning or relating to RFP, RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Verification and Disqualification

2.5.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP, the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.5.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest bidder gets disqualified / rejected, then the Authority reserves the right to:

- I) invite the remaining Bidders to submit their Bids in accordance with clause 3.6; or
- II) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.5.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. Documents

2.6 Contents of the RFP

2.6.1 RFP documents shall comprise of two volumes: Request for Proposal: Volume-I and Concession Agreement: Volume- II.

2.6.2 This RFP comprises the Letter of Invitation; Disclaimer set forth hereinabove and following Chapters and Appendices as listed below and will additionally include any Addenda issued in accordance with Clause 2.8.

Invitation for Bids

Chapters

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Scope of Work

Section 5. Fraud and Corrupt Practices

Section 6. Miscellaneous

Appendices

Annexure–I: Financial Bid Form

Annexure–II: Bank Guarantee for Bid Security

Annexure–III: Financial Obligations

2.6.3 In addition, it would also include any addenda issued in accordance with Clause 2.6

2.7 Clarifications

2.7.1 Bidders requiring any clarification on the RFP may notify the Authority by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the schedule of bidding process specified in Clause 1.3. The clarifications will be communicated through the following websites: <https://tendersodisha.gov.in> and <https://osrtc.org>

2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed

to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8 Amendment of RFP

2.8.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum or a corrigendum.

2.8.2 Any addendum or a corrigendum thus issued will be uploaded of the websites: <https://tendersodisha.gov.in> .

2.8.3 In order to accord the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

2.9 Proprietary Data

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

C. Preparation and Submission of Bids

2.10 Language, Format and Signing of Bid

2.10.1 The Bid, as well as all correspondence and documents relating to the Bid, exchanged between the Authority and the Bidder shall be written in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

2.10.2 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.3 Financial bids of only those bidders who are shortlisted as prequalified Applicants at Qualification Stage, shall be opened.

2.10.4 The financial bid is to be submitted as per the format given in Annexure - I.

2.10.5 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid. The authorized signatory shall initial all pages of the Bid.

2.10.6 The Bidder shall submit a general power of attorney issued by a resolution passed by the board of directors of the Bidder or Lead Member (in case of Consortium) duly authenticated by affixing a common seal and further duly notarized, in favour of the authorized signatory of the Bidder, indicating that the specified person has the authority to sign the Bid and confirming that the Bid is binding upon the Bidder during the full period of its validity.

2.10.7 Bidders shall furnish the required information on their Bid in the enclosed formats only. Any deviations with respect to this may make their Bid liable for rejection.

2.10.8 Please refer to clause 4.3 of RFP for details of submission of Bid.

2.11 Sealing and Marking of Bids

The Bids should be submitted online only through tender Odisha portal <https://tendersodisha.gov.in/nicgep/app> in the format specified in Annexures and in accordance with this RFP.

2.12 Bid Due Date

2.12.1 Bids should be submitted on or before the date & time specified in Clause 1.3 as detailed in this RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.14 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority through the tender Odisha portal after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Modifications/ Substitution/ Withdrawal of Bids

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 Rejection of Bids

2.15.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Validity of Bids

2.16.1 The Bids shall be valid for a period of not less than 180 days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

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

2.18 Correspondence with the Bidder

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

D. Bid Security

2.19 Bid Security/ EMD

2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security/ EMD referred to in Clauses. 1.2.6 in the form of a demand draft or bank guarantee issued by any scheduled bank in India, drawn in favour of "OSRTC Security and EMD" payable at Bhubaneswar. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Bid Security may also be furnished in the form of bank guarantee issued by any nationalized bank or scheduled bank drawn in favour of "OSRTC Security and EMD" payable at Bhubaneswar valid for a period of 180 days. Package wise Bid security is as follows:

TABLE 1-1: MINIMUM ESTIMATED PROJECT VALUES & EMD

Sl. No.	Package	Depot	Location	Minimum Estimated Project Value (INR)	EMD in form of Demand Draft or Bank Guarantee
1	Package-01	Balangir Depot	Bijakhaman, Balangir Sadar	50,00,00,000	₹ 1,50,00,000
2	Package-02	Bhadrak Depot	Bahudarada, Bhadrak	50,00,00,000	₹ 1,50,00,000
3	Package-03	Bhawanipatna Depot	Nazul, Bhawanipatna	40,00,00,000	₹ 1,20,00,000

Sl. No.	Package	Depot	Location	Minimum Estimated Project Value (INR)	EMD in form of Demand Draft or Bank Guarantee
4	Package-04	Dhenkanal Depot	Mahisipat, Dhenkanal Sadar	50,00,00,000	₹ 1,50,00,000
5	Package-05	Keonjhar Depot	Nijigarh, Keonjhar Sadar	50,00,00,000	₹ 1,50,00,000
6	Package-06	Jagamara Depot, Bhubaneswar	Jagamara, Khordha	100,00,00,000	₹ 3,00,00,000
Total				3,40,00,00,000	₹ 10,20,00,000

2.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.19.3 As provided in Clause 1.2.6, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority. Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

The Authority will return the Bid Security without interest. For unsuccessful bidders, the refund will be processed within 15 days of issuing the Letter of Award (LoA). For the Selected Bidder, the refund will be made within 15 days of signing the Concession Agreement. If bidders provide specific instructions, the refund will be issued in the name and address indicated; otherwise, it will be drawn in the bidder's name and sent to the address provided in the bid.

2.19.4 The Selected Bidder's Bid Security will be returned, without any interest, upon such Selected Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.19.5 The Authority shall be entitled to appropriate the Bid Security as mutually agreed genuine pre-estimated compensation/ Damages to the Authority in any of the events specified in Clause 2.19.6. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.6 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and Damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

2.19.6.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

2.19.6.2 If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.

2.19.6.3 In the case of Selected Bidder, if it fails within the specified time limit –

2.19.6.3.1 to sign the Concession Agreement and/or

2.19.6.3.2 to furnish the Performance Security and/or the Performance Guarantee within the period prescribed in the Concession Agreement.

2.19.6.4 In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security and/or the Performance Guarantee.

2.20 Performance Security

a) The Concessionaire shall ensure that till the Schedule Completion date of the project, it will maintain Performance Security. The Performance Security shall be in the format mentioned in Schedule – F of Concession Agreement. Concessionaire shall furnish Performance Security before execution of Concession Agreement as per the Odisha Government Finance Rule guidelines.

b) The Performance Security in the form of an unconditional and irrevocable bank guarantee shall be from a nationalized bank or scheduled bank approved by the Authority. Amount of Performance Security shall be as per provisions of Annexure – I of the RFP document.

c) Upon occurrence of a Concessionaire event of default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke, encash and appropriate relevant amounts from the Performance Security as damages. Upon such invocation, encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Concessionaire shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate the Concession Agreement.

3. EVALUATION OF BIDS

3.1 Opening and evaluation of Bids

3.1.1 The Authority will open the financial bids through tender Odisha Portal of only those Bidders who are qualified as per the RFP and whose Bids have been received as per the terms and conditions specified in this RFP and in presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3 and as per the terms and conditions of the RFP document.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

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

3.1.6 The order of opening of bids will be based on the increasing Estimated Project Value of the projects as mentioned in Table 1-1 of RFP.

3.2 Tests of Responsiveness

3.2.1 Prior to evaluation of financial bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a) it is received by the Bid Due Date including any extension thereof pursuant to clause 1.3;
- b) it is signed, sealed and marked as stipulated in Clauses 2.11;
- c) it contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);
- d) the financial bid is in manner specified Annexure-I;
- e) mentions the validity period as specified in clause 2.16;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Clarifications

3.3.1 To facilitate the evaluation of the Bid, the Authority may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by the Authority for this purpose. All clarifications shall be in writing.

3.3.2 If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by the Authority.

3.4 Bidding Parameter

3.4.1 Qualified Bidder quoting the **highest One Time Concession Fee** and whose bid has been received as per the terms and conditions of this RFP shall be the Successful Bidder.

3.4.2 The Selected Bidder must pay the One Time Concession Fee in advance within 30 days of receipt of the Letter of Intent (LoI).

3.4.3 The Successful Bidder shall specify the One-Time Concession Fee in the financial bid in both numeric and alphabetical manner in the format provided for such financial bid in Annexure-I. It is also to be noted that, the On-Time concession fee shall be at least 10% of the Minimum Estimated Project Value.

3.4.4 In the event, the Successful Bidder and/ or the Concessionaire, as the case may be, fails to pay the One-Time Concession Fee within time specified in the RFP, the Authority shall have the right to encash the bank guarantees submitted by the Successful Bidder.

3.5 Technical Eligibility

To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

3.5.1 Technical Capacity

3.5.2 Financial Capacity

3.5.3 O&M Experience

To be eligible for pre-qualification and short-listing on each of these parameters, the Applicant shall be permitted to submit the credentials of their respective Associates also. The Applicant / Associate would be required to meet the evaluation criteria as detailed underneath:

3.5.1 Technical Capacity

3.5.1.1 For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, over any of the past five financial years preceding the Application Due Date (i.e. during 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25), have:

- (i) Paid for, or received payments for, construction of Eligible Project(s); and/ or
(ii) Paid for development of Eligible Project(s) as specified in Clause 3.6.7; and/ or
(iii) Collected and appropriated revenues from Eligible Project(s) as specified in Clause 3.6.7,

Such that the sum of products obtained by multiplying the above amounts (excluding the cost of land) with factors (as mentioned in clause 3.6.11) of respective categories of the Eligible Projects (as mentioned in clause 3.6.7) is not less than 1.5 times the construction cost for any particular Project as mentioned in fourth column in Table 2-1.

Illustration:

An Applicant bids for a bus depot X and for demonstrating Technical Capacity provides three Eligible Projects falling under different categories as mentioned in clause 3.6.7 as per the table below.

Sl. No.	Eligible Project	Category (as per clause 3.6.7)	Amount received/ paid for Eligible Project (INR crores)
1	A	4	25
2	B	2	50
3	C	1	100

Technical Capacity of Applicant shall be computed as follows:

Sl. No.	Eligible Project	Category (as per clause 3.6.7)	Amount received/ paid for Eligible Project (INR crores)	Factor applicable for multiplying with amounts (as per clause 3.6.11)	Product of amount and factor
1	A	4	25	1.00	25
2	B	2	40	1.75	70
3	C	1	100	2.00	200
Technical Capacity (1+2+3)					295

3.5.1.2 Ongoing and completed assignments for the relevant years i.e. (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) shall be considered for evaluation on the basis of certificates depicting the receipts and/or payments made, duly signed by the statutory auditor of the company.

3.5.1.3 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix 4 towards the Technical Capacity the following:

3.5.1.3.1 Certificate(s) from its statutory auditors stating the payments made/ received, as the case may be, during the past 5 years in respect of the projects specified. In case a particular job/ contract has been jointly executed by the Applicant (as part of a Consortium), Applicant should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor as per the format at Appendix - 4.

3.5.1.4 In computing the Technical Capacity of the Applicant under this Clause 3.5.1, the Technical Capacity of their respective Associates would also be eligible hereunder. In case of a Consortium, Technical Capacity would be sum of individual Technical Capacity of members in the Consortium holding an Equity share of at-least 26% of such Consortium.

3.5.1.5 However, individual payments/receipts of less than INR 5 Crores in any particular year (i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) shall not be reckoned as payments/receipts for eligible projects.

3.5.1.6 For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.5.1.7 The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which eligible experience is being claimed and the value of work in proportion to its equity stake is mentioned in the auditor's certificate for the particular eligible project as per the format at Appendix - 4;

3.5.1.8 The Applicant should furnish the details of Eligible Projects for the last 5 (five) financial years immediately preceding the Application Due Date.

3.5.1.9 The Applicants must provide the necessary information relating to Technical Capacity as per format at Appendix - 9.

3.5.1.10 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix - 9.

3.5.2 Financial Capacity

3.5.2.1 The Applicant shall have a minimum Net Worth for the last financial year as per the figure mentioned in eighth column in Table 2-1 for each of the individual Projects, a minimum average Turnover for the last three financial years as per the figure mentioned in seventh column in Table 2.1 for each of the individual Projects (the "Financial Capacity"), preceding the Application Due Date.

3.5.2.2 Also, the Net Worth and the Turnover in case of a Consortium shall be calculated in the same proportion as the equity holding of Members in the Consortium. Additionally, the Lead Member shall have to contribute at least 50% of the total Net Worth and Turnover requirement of the Project.

3.5.2.4 The Applicant shall enclose with its Application, to be submitted as per the format at Appendix - 3 complete with its Annexes, towards the Financial Capacity.

3.5.2.5 In computing the Net Worth, the Net Worth of their respective Associates would also be eligible hereunder.

3.5.2.6 Application must be accompanied by the audited annual reports of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

3.5.2.7 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect mentioning the Net Worth and Turnover along with a provisional copy of the financial statements and the statutory auditor shall certify the same.

3.5.2.8 No Consortium Member shall have negative Net Worth

3.5.3 O&M Experience

The Applicant should have experience of operation and maintenance (O&M) of Eligible Projects during the last five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) with a total cost of such projects of at-least INR 25 crores. In the event that the Applicant does not have the requisite O&M Experience, it should furnish an undertaking as per format specified at Appendix11 that if selected to undertake a Project, it shall either enter into an agreement, for a period of 5 (five) years from COD of Bus Depot, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination. The Applicants must provide the necessary information relating to O&M Experience as per format at Appendix-10. In case of a Consortium, O&M experience would be sum of individual O&M experience of members in the Consortium holding an Equity share of at-least 26% of such Consortium.

TABLE 2-1: MINIMUM TECHNICAL CAPACITY, NET WORTH & TURNOVER REQUIREMENT

Sl. No.	Package	Depot	Location	Minimum Estimated Project Value (INR)	Technical Capacity (INR)	Average Turnover Requirement in INR Crores	Net worth requirement in INR Crores
1	Package-01	Balangir Depot	Bijakhman, Balangir Sadar	50,00,00,000	₹ 75 Cr.	₹ 25 Cr.	₹ 15 Cr.
2	Package-02	Bhadrak Depot	Bahudarada, Bhadrak	50,00,00,000	₹ 75 Cr.	₹ 25 Cr.	₹ 15 Cr.
3	Package-03	Bhawanipatna Depot	Nazul, Bhawanipatna	40,00,00,000	₹ 60 Cr.	₹ 20 Cr.	₹ 12 Cr.
4	Package-04	Dhenkanal Depot	Mahisipat, Dhenkanal Sadar	50,00,00,000	₹ 75 Cr.	₹ 25 Cr.	₹ 15 Cr.
5	Package-05	Keonjhar Depot	Nijigarh, Keonjhar Sada	50,00,00,000	₹ 75 Cr.	₹ 25 Cr.	₹ 15 Cr.
6	Package-06	Jagamara Depot, Bhubaneswar	Jagamara, Khordha	100,00,00,000	₹ 150 Cr.	₹ 50 Cr.	₹ 30 Cr.
Total				3,40,00,00,000	--	--	--

3.5.4 Evaluation of Technical Score

An Applicant's quality shall be measured in terms of a score (the "Technical Score"). Technical Score shall be the sum of marks obtained by an Applicant for (i) Technical Capacity, (ii) Financial Capacity

comprising of Net Worth for the last financial year and Average Turnover for the last three financial years preceding the Application Due Date and (iii) O&M Experience. The matrix for evaluation of Technical Score is provided in the table below.

#	Items	Maximum Marks	Slab 1	Slab 2	Slab 3	Slab 4
1	Technical Capacity (PPP experience)	5	Technical Capacity = 1.5 x	Technical Capacity > 1.5 x & <= 1.6 x	Technical Capacity > 1.6 x & <= 1.7 x	Technical Capacity > 1.7 x
			2	3	4	5
2	Technical Capacity (completed and Ongoing projects)	45	Technical Capacity = 1.5 x	Technical Capacity > 1.5 x & <= 1.6 x	Technical Capacity > 1.6 x & <= 1.7 x	Technical Capacity > 1.7 x
			33	37	41	45
3	Net Worth (2024-25)	40	Net Worth = 0.3 x	Net Worth > 0.3 x & <= 0.4 x	Net Worth > 0.4 x & <= 0.5 x	Net Worth > 0.5 x
			37	38	39	40
4	Average Turnover of last three financial years (2022-23, 2023-24, 2024-25)	5	Average Turnover = 0.5 x	Average Turnover > 0.5 x & <= 0.6 x	Average Turnover > 0.6 x & <= 0.7 x	Average Turnover > 0.7 x
			2	3	4	5
5	O&M Experience# during last five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25)	5	= INR 25 crores	> INR 25 crores and <= INR 35 crores	> INR 35 crores and <= INR 50 crores	> INR 50 crores
			2	3	4	5
Total Maximum Marks		100 marks				

x=Estimated Project Value of individual Projects as mentioned in 5th column of table 2-1.

For computing O&M Experience, the Applicant shall have experience of O&M in any number of ongoing and completed Eligible Projects during the last five financial years with total cost of such Eligible Projects equal to or more than INR 25 crores.

A minimum Technical Score of 70% of total maximum marks of 100 i.e. 70 marks shall be the qualifying Technical Score for further evaluation of Bids.

3.5.5 Other conditions

3.5.5.1 Any entity which has been barred, blacklisted by the Government of Odisha or the Authority or Government of India or any entity controlled by Government of Odisha or Government of India from participating in any project (PPP or otherwise), and the bar/ blacklisting subsists on the date of Application, would not be eligible to submit an Application, either individually or as Member of a Consortium.

3.5.5.2 Any entity against which criminal case is pending before court of competent jurisdiction, shall not be eligible to submit an Application, either individually or as a Member of the consortium.

3.5.5.3 Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information.

3.5.5.4 Any change in the composition of the Bidder/ Consortium over the time span of the Bidding Process shall lead to disqualification of the Bidder/ Consortium.

3.5.5.5 As provided in the RFP - for any eligible Applicant's participation mandatory clearance for any foreign partner, equity or any other association which requires any permission or clearance from any or more authorities under prevalent laws or rules of the land shall be strictly adhered to.

3.6 Selection of Bidder

3.6.1 Only those Applicants who meet the eligibility criteria specified in the RFP shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.6.2 The technical eligibility of the Bidder for any applied Project shall be ascertained as per the laid down criteria of Net Worth and Technical Capacity required for the Project(s). Refer Clause 3.5 and Table 2-1.

3.6.3 Any Applicant can apply for one, more than one or all Projects on the basis of technical eligibility.

3.6.4 The bids shall be opened as per the condition described in RFP document.

3.6.5 The RFP submission of only those Applicants who have qualified for a particular Project shall be scrutinized as per the terms and conditions of the RFP Document for that Project.

3.6.6 Such Applicants who have originally applied for more than one project and after opening of Financial Bid in any Project (i) get selected and awarded with the project then their net worth shall be deducted for subsequent applied bids (ii) do not get selected then their Net Worth shall be carried forward to subsequent applied bids without deduction.

3.6.7 Subject to the provisions of this RFP, the following categories of experience would qualify as eligible in relation to eligible projects as stipulated in Clauses 3.6.8 and 3.6.9 (the "**Eligible Projects**"):

- Category 1: Project experience on Eligible Projects in Bus Depot development sector that qualify under Clause 3.6.8
- Category 2: Project experience on Eligible Projects in transport sector that qualify under Clause 3.6.8
- Category 3: Project experience on Eligible Projects in other sectors that qualify under Clause 3.6.8
- Category 4: Construction experience on Eligible Projects in Bus Depot, transport and other sectors that qualify under Clause 3.6.9

For the purpose of this RFP:

- (i) Bus Depot development sector would be deemed to include bus depots, bus depots integrated with commercial establishments, midway plazas and
- (ii) transport sector would be deemed to include railway stations, roads & bridges, ports, airports, railways, metro rail, inter modal transit centres, MMTS, RRTS, multi-level parking and
- (iii) other sectors would be deemed to include real estate development including housing, shopping mall and international convention centres, mining with experience of civil construction and power.

3.6.8 For a project to qualify as an Eligible Project under Categories 1, 2 and 3:

(a) It should have been undertaken as a PPP project on BOT, DBFOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be.

3.6.9 For a project to qualify as an Eligible Project under Categories 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.6.10 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.6.11 Subject to the provisions of Clause 3.6.12, an Applicant's experience shall be measured and stated in terms of Technical Capacity as per Clause 3.5.1. The factors as given in Table 2-2 shall be applicable for computing Technical Capacity as described in Clause 3.5.1.

Table 2-2: Factors for experience across categories

Categories	Factor
Category 1	2.00
Category 2	1.75
Category 3	1.50
Category 4	1.00

3.6.12 The Technical Capacity determined in accordance with Clause 3.6.11 in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five).

3.6.13 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.6.14 After selection, a Letter of Intent (LoI) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI, duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoI, and the next eligible Bidder may be considered.

3.6.15 After acknowledgement of the LoI as aforesaid by the Selected Bidder, the Concession Agreement shall be executed between the Authority and the Selected Bidder within 60 days from the date of issue of LoI.

3.6.16 The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.7 Short-Listing and Notification

3.7.1 After the evaluation of RFP proposals, the announcement of short-listed Bidders for participation in the RFP stage will be made through the following websites: <https://tendersodisha.gov.in> and <https://osrtc.org/> and besides communication through email to the eligible Bidders. The Authority will not entertain any query or clarification from Applicants who fail to qualify either in writing or verbally or by any mode or method available.

3.7.2 All the Applicants with a Technical Score of 70 marks or above shall be treated at par by the Authority as shortlisted Bidders. Bids of shortlisted Bidders shall be opened by the Authority.

3.8 Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. SCOPE OF WORK

4.1 The scope of work includes the design, financing, construction, commissioning, operation, and management of the Project Facilities—including bus depot infrastructure, passenger amenities, commercial areas, and supporting utilities—at the identified Project Sites. At the end of the Concession Period, the entire Project Facilities shall be transferred back to OSRTC or its nominated agency, free of cost, in accordance with the terms of the Concession Agreement. The Selected Bidder shall be responsible for delivering the bus depot facilities in line with the prescribed service levels and technical specifications provided in the Schedules to the Concession Agreement, and for ensuring readiness for immediate operations as per the specifications given herein.

4.2 The successful Bidder shall be responsible for designing, engineering, financing, procurement, construction, management (excluding bus depot management), operation and maintenance of the Project under and in accordance with the provisions of a long term Concession to be entered into between the Concessionaire and the OSRTC in the form provided by the OSRTC, as a part of the Bidding Documents pursuant hereto. The construction shall have to be compliant to the governing bye laws, zoning regulations of the Housing and Urban Development Department (H&UD), Government of Odisha (GoO), best industry practices, approvals of OSRTC and related statutory provisions and regulations for similar Projects.

4.3 The model building bye laws as provided by Housing and Urban Development Department; Government of Odisha hereinafter referred to as (“H&UD”).

4.4 The Zoning regulations as per the model building bye laws as provided by H&UD, GoO and the Building regulations of the respective Local Development Bodies shall be applicable for development of Bus Depots, its allied infrastructure as well as for the development of the Commercial complex.

4.5 The Concessionaire subject to applicable laws, rules & prevailing bye laws will also be allowed to use FAR for commercial usage in the Bus Depot but only after meeting the technical requirements of OSRTC for its Bus Depot and/or workshop requirement and on obtaining permission from the appropriate authority by making payments of levies, fees, impact fees, charges etc.

Provisions of the Project

4.6 The Project envisages creating modern Bus Depots along with commercial complexes for operating OSRTC owned, controlled, regulated or obligatory bus services, and Buses of other state road transport corporations, under any arrangement or agreement supported by adequate platforms, departure and halting areas besides other ancillary requirements and other commercial zones as applicable under the governing bye laws and zoning regulations.

4.7 The successful Bidder shall have the authority to modify/ demolish the existing structures. The successful Bidder shall bear the cost for demolition of immovable structures/ assets. The demolition of existing assets and construction of a new Project is envisaged to be in compliance to the prevailing building bye laws and zoning regulations as prescribed by H&UD, GoO and other appropriate authority or any regulatory authority (ASI, NGT etc.). TOD policy of GoI and GoO shall be admissible as and

where applicable. The successful Bidder shall be responsible for safe and hassle-free disposal of the scrap from the site.

4.8 The successful Bidder shall be responsible for providing basic facilities and passenger amenities such as seating arrangements, drinking water, urinals and water closet etc. and at the same time making adequate similar provisions for the OSRTC staff in terms of dormitories, rest/ retiring rooms, and administrative spaces etc. at Bidder's cost. The successful Bidder will maintain the power and back up arrangements, potable drinking water, urinal and water closet facility, maintenance of entire premises under neat, clean and hygienic condition, adequate green coverage etc. without discontinuation during the concession period, at Bidder's cost and bear the electricity and water expenses, except the electricity and water expenses of dormitories, rest/ retiring rooms, and administrative spaces etc. earmarked for Authority. The details shall be dealt with in the DCA Document.

4.9 The successful bidder shall develop and commercialize the respective Depot land with a maximum utilization ratio of 60% for Commercialization and 40% for depot development. The selected bidder has to submit the Detailed Project Report of the site within 3 months of receipt of the Letter of Award for approval of OSRTC. Further, the DPR cost may exceed the Minimum Estimated Project Value, but shall be not be less than the same.

4.10 The construction period for the OSRTC facilities including a fully operational Bus Depot shall be maximum of 18 (eighteen) months starting from the date of signing of agreement. However, the Bidder shall be at liberty to make the Commercial Complex operational as per the prevailing market conditions and its business plans but in any case, the Commercial Complex shall be made fully operational within a **maximum period of 36 (thirty-six) months from the date of signing of agreement.**

4.11 The landownership will remain with OSRTC and the land will be provided to the successful Bidder under development and concession rights for seeking financial assistance from any institutions but only for a period of 30 years (the "Concession") excluding the moratorium period of 3 years, commencing from the Appointed Date. A further period of 5 years is extensible based on performance of the Concessionaire & decision of the Authority. Any delay beyond the stipulated construction period as specified anywhere in the document, will be liable for default penalties as specified in the Concession Agreement. After the Concession Period is over, the Project facilities, the land along with created infrastructure and all the equipment erected or installed as a part of the Project shall stand transferred free from all encumbrances to the OSRTC or its designated agency in good and working condition as per the specified transfer procedure of the Concession Agreement, by the Concessionaire.

4.12 The ground floor shall have to be designed so as to ensure free movement of buses and their parking in the yard area of the premises and for providing the required passenger amenities and/or office spaces for passenger interaction and as needed by OSRTC and as specified in Schedule - C of the Concession Agreement. For commercial exploitation, the Bidder shall have the right to design the

premises to suit the commercial viability of the Project. The layout will be approved by OSRTC as detailed in DCA.

4.13 The entire constructed facility under admissible FAR will have to follow the Zoning regulations as per the model building bye laws as provided by H&UD, GoO and the Building regulations of the respective Local Development Bodies. The selected Bidder may change or do additional infrastructural work only after approval of the Competent Authority i.e., OSRTC.

4.14 Revenues are mainly expected to be derived from the commercial utilization of entire constructed space (including Bus Depot area admissible construction but upto 30 years of Concession Period excluding the moratorium period of 3 years), private vehicle parking charges, advertisement in the premises and through facilities (as mentioned in Schedule – R of DCA document) offered on a pay & use basis. However, the Successful Bidder shall have no right to collect any charges towards restroom used by on-duty crew, fees from anybody entering the Bus Depot, bus parking, halting or arrival charges from OSRTC owned, controlled, regulated, or obligatory bus services under any arrangement or agreement and buses of other state road transport corporations parked inside the Bus Depot. If any charges are applicable for parking of other state buses in Bus Depot, then it shall be realized by OSRTC only. The successful bidder shall be liable to provide at its cost all other basic passenger amenities (drinking water and washroom/toilet facilities) without any charges. Parking space for personal and official vehicles of employees and officers of OSRTC on duty on the premises shall be accommodated free of charges.

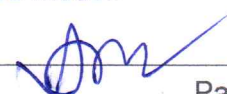
4.15 Note: The entire portion of constructed area under Bus Depot and Passenger parking area will be returned back to OSRTC after expiry of Concession Period of 30 years and from then the revenues from this area will be realized by OSRTC. Thereafter, operation and maintenance, electricity and water charges of bus depot will be the responsibility of OSRTC.

4.16 The Annual Concession fees shall be levied on the successful bidder post completion of the moratorium period of 3 years. However, the Annual concession fees shall be revised and increased @10% post successful completion over every 3 years.

4.17 The Project envisages ample opportunity to the successful Bidder for commercial exploitation of the land and the traditional footfall at the bus depots. Since, the state of Odisha has supported the Project with adequate zoning regulations towards this, it shall be the responsibility of the successful Bidder to ensure strict compliance to the zoning regulations of GoO and any violation from it shall be considered and dealt as a major breach of the conditions of the Concession Agreement.

4.18 OSRTC shall receive Application pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified and notified as per corrigendum/addendum issued by the OSRTC. Application shall be prepared and submitted in accordance with such terms on the date specified in this document for submission of Application.

4.19 The Project is proposed to be implemented on a Design Build Finance Operate and Transfer (DBFOT) basis for the specified Concession Period on an annual concession fee model.



4.20 The minimum **one-time concession fee** is to be **10%** of the minimum estimated project value and is payable at the time of signing of concessioner agreement.

4.21 **Annual Concession Fee** shall be **15%** of the one-time concession fee and the one-time concession fee shall be the bid parameter.



5. FRAUD AND CORRUPT PRACTICES

5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein or in the LOI of the Concession Agreement, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

5.2 Without prejudice to the rights of the Authority, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Concession Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

5.3.1 "corrupt practice" means

5.3.1.1 the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, within three years after signing of the Concession Agreement, such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.13 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

5.3.2 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

5.3.3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

5.3.4 "undesirable practice" means

5.3.4.1 establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

5.3.4.2 having a Conflict of Interest; and

5.3.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with the Bidding Process shall be subject to the exclusive jurisdiction of the competent civil courts located in the respective districts where the Project Sites are situated.

6.2 The Authority, in its discretion and without incurring any or liability, reserves the right, at any time, to:

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates other terms conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for 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 hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 The Bidding Documents and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- a)The Bidding Documents.
- b)The RFP.

i.e. the Bidding Documents at (a) above shall prevail over the RFP at (b) above.

6.5 The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India Bill Selling Rate of exchange as on the relevant date of the financial statements.



ANNEXURE I: FINANCIAL BID FORM

To be submitted on a letter head of the Bidder

To
General Manager (Admin.)
 Odisha State Road Transport Corporation (OSRTC), Paribahan Bhavan,
 Sachivalaya Marg, Unit-II,
 Bhubaneswar - 751001,
 Odisha
 Date:
 Sub: RFP for Development of Bus Depots for OSRTC on Design Build Finance Operate and Transfer (DBFOT) basis for 6 Locations

Sir,

Having visited the site, examined the local conditions, investigations and examined the Bid Documents, we the undersigned offer to construct new bus depot with all infrastructures, and commercial complex proposed by you at the above location, in full conformity with the said Bid Documents and in accordance with the terms and conditions of the contract including bye laws and zoning regulations in place.

If our Bid is accepted, we undertake to commence the construction of bus depot and the commercial complex and to ensure its completion within the time limit stated in the Bidding Documents.

We agree to abide by this Bid, which consists of this letter and attachments hereto, for a period 180 day from the last date fixed for submission of the Bid, and it shall remain binding on us and may be accepted by you any time before the expiration of that period.

Further we offer to pay **One Time Concession Fee** as mentioned below.

Sl. No.	Packages	Name of Bus Depot	One time Concession Fee (in INR)
1.	Package-01	Balangir Depot	
2.	Package-02	Bhadrak Depot	
3.	Package-03	Bhawanipatna Depot	
4.	Package-04	Dhenkanal Depot	
5.	Package-05	Keonjhar Depot	
6.	Package-06	Jagamara Depot, Bhubaneswar	

Note: The one-time concession fee should be at least 10% of the minimum estimated project value.

We are further ready and agree to furnish one time concession fee within one month from the issue of letter of intent.

We further agree to pay all levies, taxes over and above the quoted One-time Concession Fee as shall be applicable from time to time.

We shall also pay to OSRTC an estimated project value which shall be equal to the cumulative benchmark value of respective land parcels, plus applicable taxes as per terms of the RFP.

If OSRTC does not accept our offer, the Bid Security paid by us shall be returned to us without interest. If our offer is accepted and we fail to pay the One-time Concession Fee in the manner specified in the Bid Documents the Bid Security shall stand absolutely forfeited to OSRTC, which will then be free to proceed further in any manner it thinks fit.

Until final contract is prepared and executed between us, this Bid, shall constitute a binding contract between us.

I/We have gone through the RFP document, draft of "Concession Agreement". I/We agree to the terms and conditions specified therein and shall seek no further modifications there- to. We further agree to execute the Concession Agreement within six months from the is- sue of letter of formal acceptance and further we will market the space keeping in view of the contents of Concession Agreement.

Date this _____ day of _____ 2026.

Signature _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____ (Name and Address of the Bidder)

ANNEXURE-II: BANK GUARANTEE FOR BID SECURITY

B.G. No. Dated:

1. In consideration of you,, having its office at....., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of(a company registered under the Companies Act, 1956/2013) and having its registered office at(and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on [DBFOT] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs (Rupeesonly) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR..... (Rupees..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended

period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12.The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13.For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... crore (Rupees.....crore only).

14.The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date falling 180 days after the Bid Due Date)].

Signed and delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Project Information Memorandum (PIM)

Project Introduction

Odisha State Road Transport Corporation (OSRTC) is intended to develop ten bus depots along with commercial establishment within the premises of site on Public Private Partnership (PPP) mode. Major objectives are to provide modern bus operations and facilities for passengers.

The benefit from the project is threefold. The authority will have a better bus depot with modern outlook, equipped with user friendly amenities while the developer will gain returns on its investment in the project from different sources of revenue from commercial establishments. The passengers will get access to modern bus depot offering seamless connectivity to other places, modern amenities and access to commercial establishments.

Salient features of the site

1.1 About location details

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

1.1.1 Package 01: Balangir Depot

The proposed site is located in Balangir Sadar Block of Balangir District, covering an area of 6.55 acres. The land is recorded under the Commerce & Transport Department and currently hosts a functional OSRTC depot. Additional open space is available, making it suitable for upgradation and expansion under the PPP model. The site is strategically located with good road connectivity, offering strong potential for depot modernization and monetization.

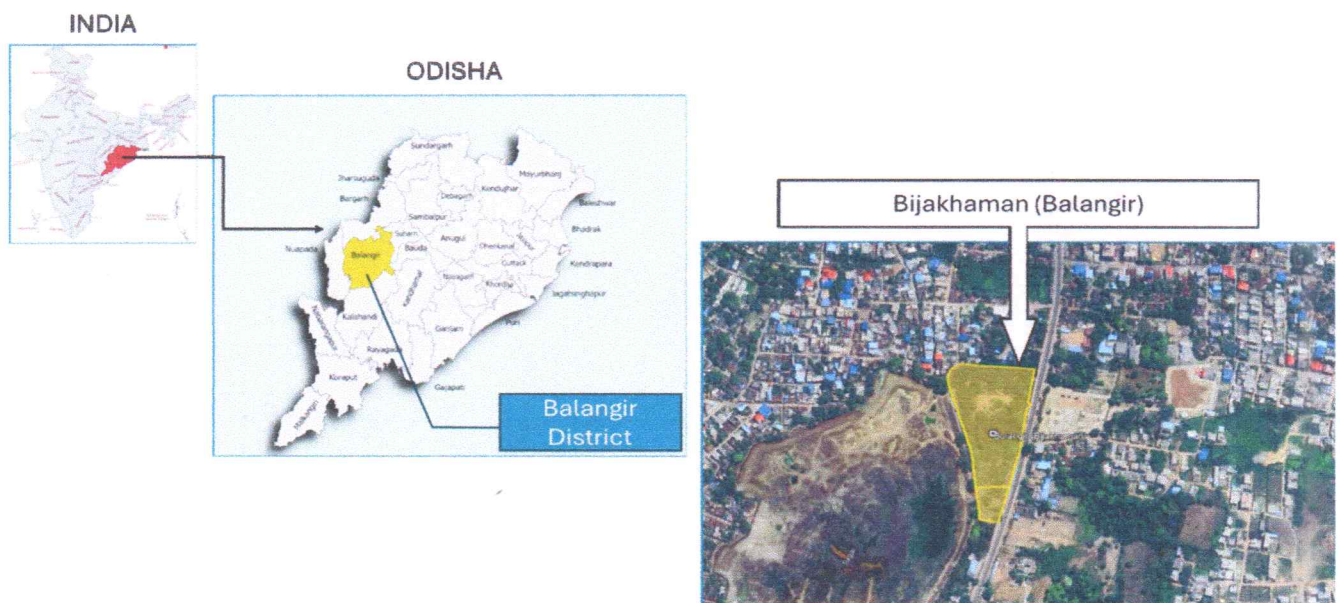


Figure 1: Bus depot at Bijakhaman, Balangir

[Handwritten signature]

1.1.2 Package 02: Bhadrak Depot

Situated in Bhadrak Sadar Block, the available land spans 5.37 acres. The site consists of open space that can be effectively utilized for developing a modern bus depot. With its location in Bhadrak town and access to major transport corridors, the site is well-suited for operational efficiency and future scalability.

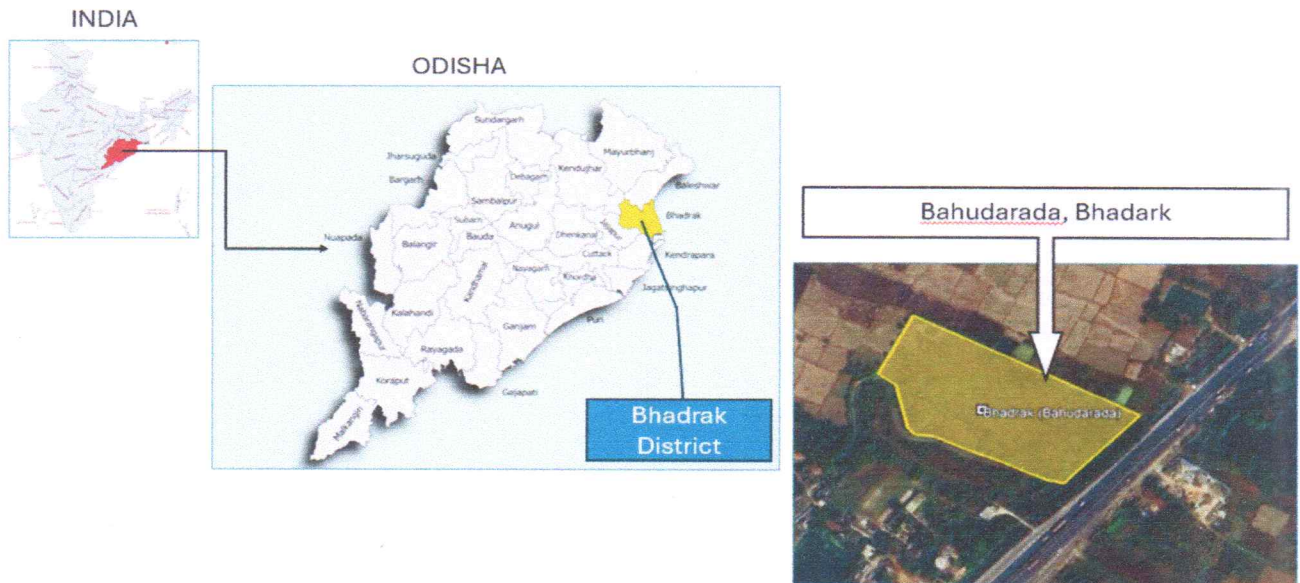


Figure 2: Bus depot at Bahudarada, Bhadrak

1.1.3 Package 03: Bhawanipatna Depot

In Bhawanipatna Sadar Block, a 1.05 acres parcel of land has been identified for depot development. Though relatively smaller in size, this C&T Dept.-owned land has open space suitable for a compact depot. It could support regional transit needs and serve as a satellite facility for inter-district bus operations.

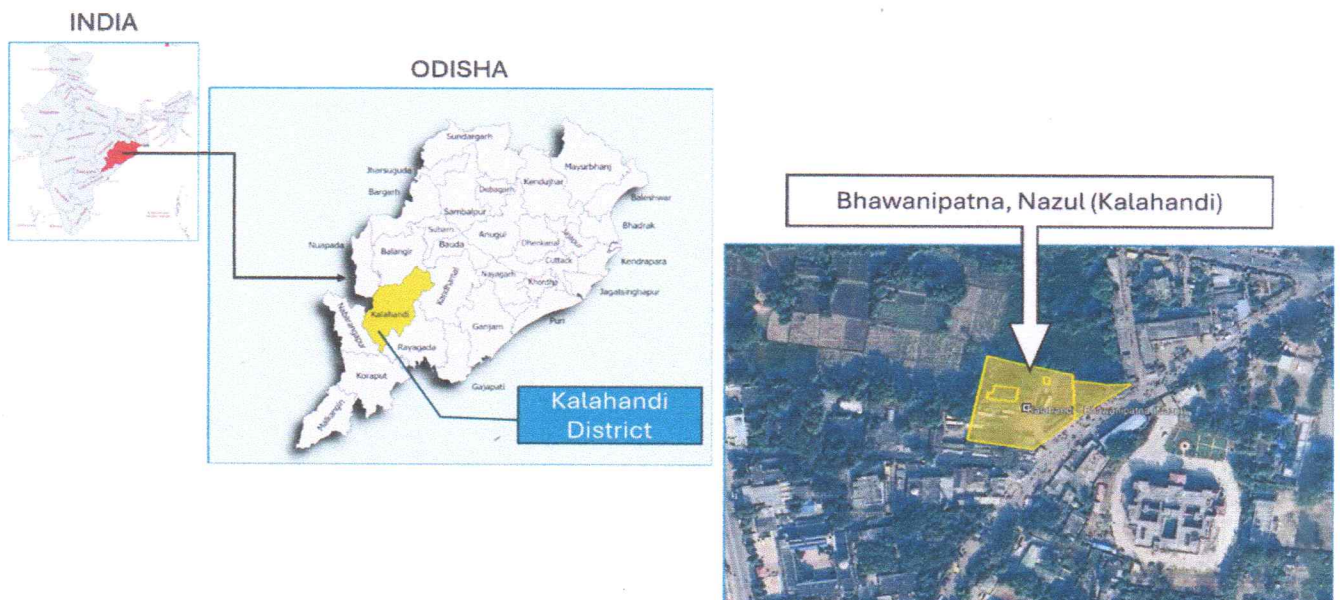


Figure 3: Bus depot at Bhawanipatna, Nazul (Kalahandi)

1.1.4 Package 04: Dhenkanal Depot

This site is located in Dhenkanal Sadar Block, with a total land area of 5.00 acres. Owned by the Commerce & Transport Department, the site consists of open space currently not under active use, offering ample scope for depot construction. The site's location makes it ideal for serving both rural and urban bus operations.

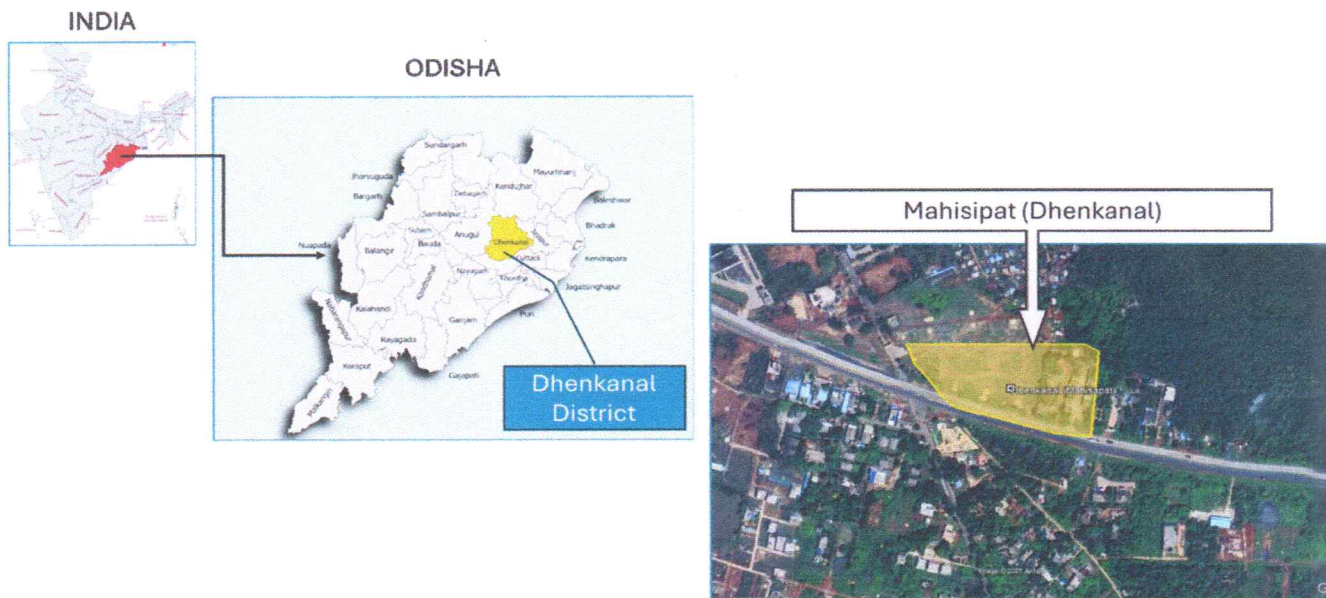


Figure 4: Bus depot at Mahisipat, Dhenkanal

2.1.5 Package 05: Keonjhar Depot

The site is located in Keonjhar Sadar of Keonjhar District covering 2.53 acres. The land is under the R&DM Department, with possession by OSRTC. The site is a vacant land, located at the heart of the town it possesses high operational value and monetization potential under PPP mode.

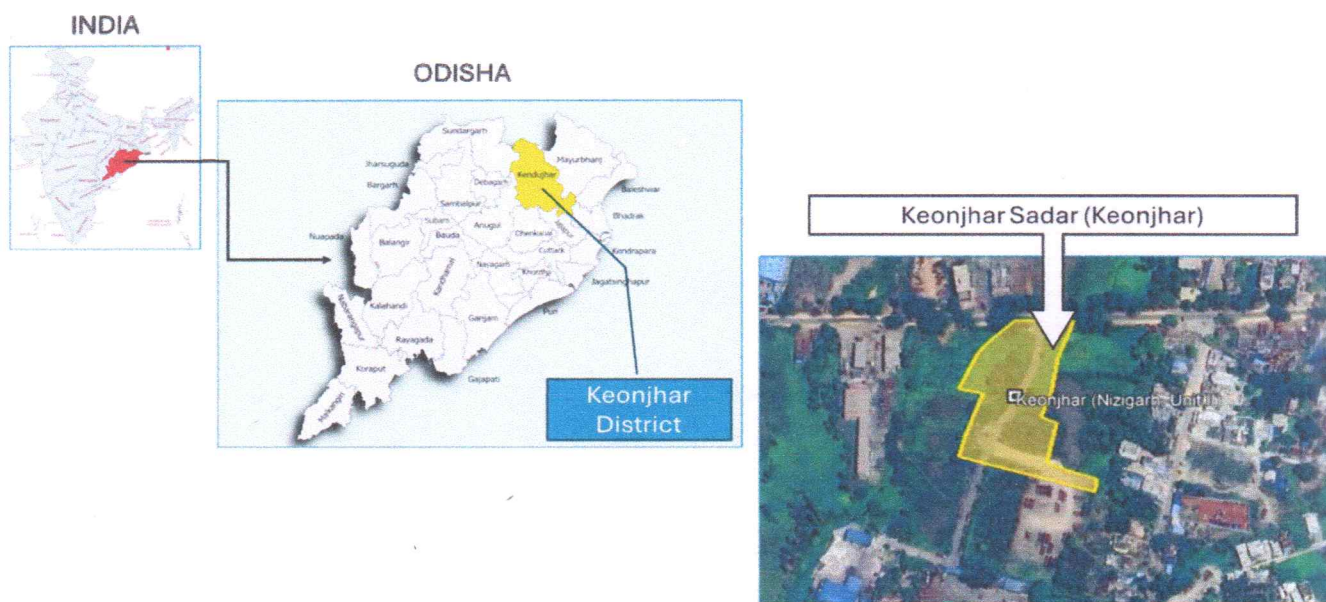


Figure 5: Bus depot at Nijigarh, Keonjhar Sadar, Keonjhar

2.1.6 Package 06: Jagamara Depot

The site is located in Bhubaneswar, Khordha District, covering 2.90 acres. The land is under the GA Department, with possession by OSRTC. A functioning depot exists on the site, along with additional open space. Its location in the capital city offers high operational value and monetization potential under PPP mode.

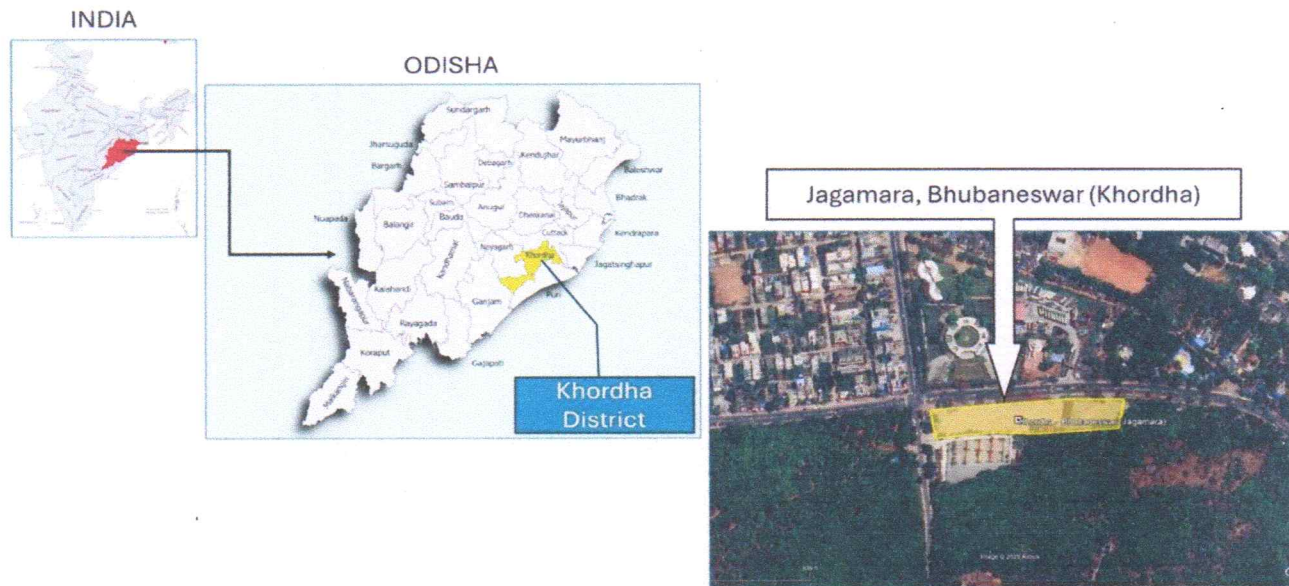


Figure 6: Bus depot at Jagamara, Bhubaneswar (Khordha)

2.2 Area Statement

Sl. No.	Package	Depot	Location	Site Area in Acre	Recorded Tenant
1	Package-01	Balangir Depot	Bijakhaman, Balangir Sadar	6.55	C&T Dept.
2	Package-02	Bhadrak Depot	Bahudarada, Bhadrak	5.37	A&FE Dept.
3	Package-03	Bhawanipatna Depot	Nazul, Bhawanipatna	1.05	OSRTC
4	Package-04	Dhenkanal Depot	Mahisipat, Dhenkanal Sadar	5.00	C&T Dept.
5	Package-05	Keonjhar Depot	Nijigarh, Keonjhar Sadar	2.53	R&DM Dept.
6	Package-06	Jagamara Depot, Bhubaneswar	Jagamara, Khordha	2.90	GA Dept.
Total				23.40	

These include requirement for area, infrastructure, safety standards, and third-party certifications to ensure compliance, safety, and operational efficiency.

1. Infrastructure Requirements

Sl. No.	Package	Depot	Location	Site Area in Acre	Total Build up area	Bus Parking Bays	Maintenance Bays	Electric Bus Charging Bays
1	Package-01	Balangir Depot	Bijakhman, Balangir Sadar	6.55	--	--	--	--
2	Package-02	Bhadrak Depot	Bahudarada, Bhadrak	5.37	--	--	--	--
3	Package-03	Bhawanipatna Depot	Nazul, Bhawanipatna	1.05	--	--	--	--
4	Package-04	Dhenkanal Depot	Mahisipat, Dhenkanal Sadar	5.00	--	--	--	--
5	Package-05	Keonjhar Depot	Nijigarh, Keonjhar Sadar	2.53	--	--	--	--
6	Package-06	Jagamara Depot, Bhubaneswar	Jagamara, Khordha	2.90	--	--	--	--
Total				23.40				

2. Safety Standards & Compliance

• Fire Safety:

- Conformity to *National Building Code (NBC) 2016* and *NFPA 101 (Life Safety Code)*
- Installation of fire detection and suppression systems (sprinklers, hydrants, extinguishers)
- Emergency exits, signage, and evacuation plans

• Electrical Safety:

- Compliance with *BIS standards* (e.g., IS 732 for wiring, IS 3043 for earthing)
- Use of certified electrical panels and surge protection devices
- Periodic thermographic scanning and insulation resistance testing

• Structural Safety:

- Design as per *IS 456:2000 (Plain and Reinforced Concrete)* and *IS 875 (Structural Loads)*
- Wind and seismic zone compliance based on location
- Soil testing and geotechnical investigation reports

3. Third-Party Certifications

- **Fire Safety:** Certification from local Fire Department or Directorate of Fire Services
- **Electrical Safety:** Inspection and certification by *Electrical Inspectorate* or CEA-approved agency
- **Structural Safety:** Third-party structural audit by a certified structural engineer or agency
- **Environmental Compliance:** NOC from *State Pollution Control Board* and adherence to *MoEF & CC* norms

4. Additional Deliverables

- **Drainage & Stormwater Management:** As per *CPHEEO Manual* and local municipal norms
- **Green Building Certification:** *GRIHA* or *IGBC* rating (minimum 3-star preferred)
- **Security Infrastructure:** CCTV surveillance, access control, and perimeter fencing
- **Digital Infrastructure:** Depot Management System (DMS), GPS integration, and real-time monitoring

Note: The Authority, or its duly nominated agencies, shall conduct periodic verification of all deliverables, infrastructure components, and compliance standards outlined in this document and beyond.

Completion checklist for depot development under PPP mode, covering infrastructure, safety, and certification deliverables:

SN	Package	Yes	No
Infrastructure Completion Checklist			
1	Total built-up area meets minimum requirement		
2	Number of bus parking bays installed		
3	Maintenance bays constructed		
4	Electric bus charging bays operational		
5	Administrative block and driver facilities completed		
6	Drainage and stormwater systems installed and tested		
7	Landscaping and boundary fencing completed		
Safety Standards Checklist			
1	Fire detection and suppression systems installed (sprinklers, hydrants, extinguishers)		
2	Emergency exits and signage in place		
3	Fire safety compliance with NBC 2016 and NFPA 101		
4	Electrical systems comply with BIS standards (IS 732, IS 3043)		
5	Structural design adheres to IS 456 and IS 875		
6	Seismic and wind load compliance verified		
7	Safety drills and evacuation plans documented		
Third-Party Certification Checklist			
1	Fire safety certification obtained from Fire Department		
2	Electrical safety inspection completed by certified agency		
3	Structural audit report submitted by third-party engineer		
4	Environmental clearance and NOC from Pollution Control Board		
5	Occupational health and safety audit completed		
6	Green building certification (e.g., GRIHA/IGBC) secured		
Digital & Operational Systems Checklist			

SN	Package	Yes	No
1	Depot Management System (DMS) installed and tested		
2	GPS tracking and fleet monitoring integrated		
3	CCTV surveillance and access control operational		
4	Staff training and SOPs documented		
5	Maintenance schedule and asset register updated		
Note: Any other parameters will be added from time to time as per the requirement of Authority			

Independent Acceptance Panel (IAP) – Constitution & Roles

The IAP shall consist of the following three members:

- 1.General Manager, Estates, OSRTC.
- 2.General Manager, Admin, OSRTC
- 3.General Manager, Operation, OSRTC
- 4.General Manager, Finance, OSRTC
- 5.Manager, Infra, OSRTC
- 6.Manager, Estates, OSRTC
- 7.Nominated member from Audit
- 8.Representative members from Commerce & Transport Department, Odisha
- 9.Independent Members if any

Mandate of the Panel

- 1.**Review and approve** the final construction and commissioning of the depot.
- 2.**Verify compliance with:**
 - Approved DPR and technical specifications
 - Safety standards (NBC, NFPA, BIS)
 - Environmental and statutory clearances
- 3.Conduct site inspections and issue a Final Acceptance Certificate (FAC) or Provisional Acceptance Certificate (PAC) as applicable.
- 4.Recommend rectifications or improvements before handover

Key Deliverables of IAP

- 1.Inspection Reports: Documenting observations, non-compliance, and corrective actions
- 2.Certification of Compliance: For fire, electrical, structural, and environmental safety
- 3.Acceptance Certificate: Issued upon satisfactory completion of all deliverables
- 4.The panel shall undertake joint inspection to certify readiness within 15 days of written request from the Concessionaire.



- 5.No certificate shall be withheld except for documented non-deficiencies affecting operational safety or essential services.
- 6.Minor defects list to be resolved within 30 days.

Operational Guidelines

- 1.Panel to be constituted at least 3 months prior to project completion
- 2.Meetings to be held monthly or as required during final stages
- 3.All decisions to be recorded in meeting minutes and signed by all members
- 4.Panel may co-opt subject matter experts (SMEs) if needed

FORMATS FOR APPLICATION

(To be enclosed with technical bid)

APPENDIX-1: LETTER COMPRISING THE APPLICATION FOR PRE QUALIFICATION

Dated:

To,

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

Sub: Application for RFP for Development of Bus Depots, Odisha on PPP model for 6 Packages.

Dear Sir,

With reference to your RFP document dated _____, we, having examined the RFP document and understood its contents, hereby submit our Application for Qualification for the Project of development of bus depots on PPP Model in the following table:

S. No.	Packages	Name of Bus Depot	If Application for this location considered or not (yes or no only)
1.	Package-01	Balangir Depot	
2.	Package-02	Bhadrak Depot	
3.	Package-03	Bhawanipatna Depot	
4.	Package-04	Dhenkanal Depot	
5.	Package-05	Keonjhar Depot	
6.	Package-06	Jagamara Depot, Bhubaneswar	

The Application is unconditional and unqualified.

i. All information provided in the Application and its appendices is true and correct and all documents accompanying such Application are true copies of their respective originals.

ii. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.

iii. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Qualification statement.

iv. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

v. I/ We declare that:

a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

b.I/ We do not have any conflict of interest in accordance with Clause 2.1.11 and

c.I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in RFP document, in respect of any tender or Request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d.I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

vi.I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with the RFP document.

vii.I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth, technical experience and other criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

viii.I/ We declare that we/ any Member of the Consortium are/ is not a member of any other Consortium applying for pre-qualification as in the RFP.

ix.I/We declare that we are fully conversant with the evaluation method to be adopted for qualification and shortlisting of Applicants at the end of the RFP.

x.I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

xi.I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.

xii.I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

xiii.I/ 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 Authority of the same immediately.

xiv.The Statement of Legal Capacity as per format at Appendix - 5 provided in the RFP document and duly signed, is enclosed. The power of attorney for signing of Application and the power of

attorney for Lead Member of Consortium, as per format provided at Appendix - 6 and Appendix - 7 respectively of the RFP are also enclosed.

xv./ We understand that the selected Bidder shall either be business entity or shall incorporate itself as such prior to execution of the Concession Agreement as mentioned in the RFP.

xvi./ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project[s] and the terms and implementation thereof.

xvii./ We agree and undertake to abide by all the terms and conditions of the RFP document.

xviii./ We certify that in terms of the RFP, my/our Net worth for the last financial years preceding the Application Due Date is INR (INR in words).

xix. In witness thereof, I/We submit this Application under and in accordance with the terms of the RFP document.

xx. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close of Bus Depot in accordance with the Concession Agreement.

xxi./ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in the aforesaid Order and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in the aforesaid Order and is eligible to be considered.¹

Yours faithfully,

Date:

Signature of the Authorised Signatory)

Place:

(Name and Designation of the Authorised Signatory)

Name and seal of the Applicant/ Lead Member

¹ The above undertaking shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Undertaking, in order to demonstrate compliance with Clause 2.2.1(b) of the RFP

APPENDIX-2: DETAILS OF APPLICANT

i. Details of Bidder

- a. Name:
- b. Country of incorporation:
- c. Address of the corporate headquarters and its branch office(s), if any, in India:
- d. Date of incorporation and/ or commencement of business:

ii. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project:

iii. Details of individual(s) who will serve as the point of contact/communication for the Authority:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. E-Mail Address:
- g. Fax Number:

iv. Particulars of the authorized signatory of the applicant:

- a. Name:
- b. Designation:
- c. Address:
- d. Phone Number:
- e. Fax Number:

v. In case of a Consortium:

- a. The information above (i-iv) should be provided for all the Members of the Consortium.
- b. A copy of the Joint Bidding Agreement, as envisaged in the RFP should be attached to the Application.
- c. Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage equity of partners in consortium
1.			
2.			
3.			

*The role of each Member, as may be determined by the Applicant, should be indicated in accordance with the Joint Bidding Agreement.

- d. The following information shall also be provided for each Member of the Consortium:

Name of Applicant/ Member of Consortium:

Sl. No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Government of Odisha or OSRTC or Government of India or any entity controlled by Government of Odisha or Government of India from participating any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reasons in relation to execution of contract, in the last three years?		

A statement by the Applicant and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate.

In case of projects, expenditure on development of a project shall not include the cost of land and also construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included.

For conversion of other currencies to INR, the rate of conversion shall be State Bank of India bill selling rate of exchange as on the due date for submission of RFP.

APPENDIX-3: FINANCIAL CAPACITY OF APPLICANT

Applicant Type	Member Code	Net Worth (INR)	Turnover (INR)
Single entity Applicant		FY 2024-25:	FY 2024-25:
			FY 2023-24:
			FY 2022-23:
Lead Member		FY 2024-25:	FY 2024-25:
			FY 2023-24:
			FY 2022-23:
Consortium Member 1		FY 2024-25:	FY 2024-25:
			FY 2023-24:
			FY 2022-23:
Consortium Member 2		FY 2024-25:	FY 2024-25:
			FY 2023-24:
			FY 2022-23:

Name & address of Applicant's bankers:

An Applicant consisting of a single entity should fill in details as per the row titled single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled single entity applicant may be ignored.

The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 3.5.2.

For conversion of other currencies into rupees, see clause 6.5.

Instructions

i. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for 3 (Three) years preceding the Application Due Date.

The financial statements shall:

- a. reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's financials;
- b. be audited by a statutory auditor;
- c. 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).

ii. Net Worth shall mean (Subscribed and Paid-up Equity* + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

*may include Foreign Currency Convertible Debentures (FCCD) to the extent they are compulsorily convertible into equity of the company in-line with extant guidelines of RBI, Gol and GoO and subject to certification by statutory auditor of the company.

- iii. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.10.6 of the RFP document.
- iv. The Applicant shall also provide the name and address of the bankers to the Applicant.
- v. This Appendix-3 shall be certified by an independent, practicing chartered accountant/ firm of chartered accountants, registered with the Institute of Chartered Accountants of India (ICAI), or its equivalent authority outside India. The Applicant shall provide the auditor's certificate specifying the Net Worth of the applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Section 3 of the RFP document.
- vi. Member code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means technical Member, FM means financial Member, OMM means operation & maintenance Member; and OM means other Member. In case the eligible project relates to an Associate of the Applicant or its Member, write "Associate" along with Member code.

Certificate from Statutory Auditor for Net Worth of Bidder

This is to certify that the Net Worth and average Turnover of the Bidder is as per the form set below:

Net Worth in INR Crores for the last financial year (2024-25)		
	Particulars	Amount in INR
Add	Subscribed and paid-up capital	
Add	Reserves & Surplus	
Less	Revaluation Reserves	
Less	Miscellaneous Expenditure not written off	
Less	Accrued Liability	
	Total Net worth	
Turnover for the last three financial years		
	Year	Amount in INR
A	FY 2024-25:	
B	FY 2023-24:	
C	FY 2022-23:	
	Average Turnover [A+B+C]/3	

Seal of the Statutory Auditor

Name:

Signature of the Statutory Auditor and date

APPENDIX-4: DETAILS OF ELIGIBLE PROJECTS

Project code:

Member code:

Item (1)	Particulars of the project (2)	
Title & Nature of the project		
Year-wise (a) payments received / made for construction, (b) payments made for development of various projects as mentioned in clause 3.5.1 and / or (c) revenues appropriated.		
Entity for which the project was constructed/developed		
Location		
Cost of the project		
Date of commencement of project / contract		
Date of completion / commissioning		
Equity shareholding (with period during which equity was held)		
Year wise value of work in percentage of the equity held in the eligible project	2020-21	
	2021-22	
	2022-23	
	2023-24	
	2024-25	

Instructions:

- i. Applicants are expected to provide information in respect of eligible projects in this annex. The projects cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the instructions below.
- ii. For a single entity Applicant, the project codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the project codes would be 1a, 1b, 1c, 1d etc., for Member 2 the project codes shall be 2a, 2b, 2c, 2d etc., and so on.
- iii. A separate sheet should be filled for each eligible project.

- iv. Member code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means technical Member, FM means financial Member, OMM means operation & maintenance Member; and OM means Other Member. In case the eligible project relates to an Associate of the Applicant or its Member, write "Associate" along with Member code.
- v. The total payments received/ made and/or revenues appropriated for each eligible project are to be stated in Appendix - 4. The figures to be provided here should indicate the break-up for the past 5 (Five) financial years. Year 1 (2019-20) refers to the financial year immediately preceding the Application Due Date; Year 2 (2018-19) refers to the year before Year 1, Year 3 (2017-18) refers to the year before Year 2, and so on. For eligible projects' expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, payments made/received only in respect of construction should be provided.
- vi. In case of projects particulars such as name, address and contact details of owner/ authority/ agency (i.e. concession grantor, counter party to Concession Agreement, etc.) may be provided.
- vii. Provide the estimated capital cost of eligible project.
- viii. In case of projects, the date of commissioning of the project, date of completion of construction should be indicated as in Appendix - 4.
- ix. For all the projects, the equity shareholding of the Applicant, in the company owning the eligible project, held continuously during the period for which Eligible Project is claimed, needs to be given.
- x. Experience for any activity relating to an eligible project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- xi. Certificate from the Applicant's statutory auditor must be furnished as per format below.
- xii. The Applicant claiming Eligible Projects under Categories 1, 2 & 3 should provide a certificate from its statutory auditor in the format.
- xiii. If the Applicant is claiming Eligible Projects under Categories 4, it should provide a certificate from its statutory auditors or the client in the format given below.
- xiv. In the event that credit is being taken for the Eligible Projects of an Associate, the Applicant should also provide a certificate in the format below.
- xv. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of technical experience.
- xvi. Provide certificate as per the above formats only. Attach explanatory notes to the certificate, if necessary.

Certificate from the statutory auditor regarding PPP

This is to certify that (name of the Applicant/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held INR. crore (INR crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date). The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is INR cr., of which INR cr. of capital expenditure was incurred during the past five financial years equivalent to the equity held by the Bidder as per year wise details and we also certify that the annual revenues collected and appropriated by the aforesaid project company in terms of Clauses _____ and _____ of the RFP during the past five financial years were INR.....

Cr. as per the year wise details noted below:

FY	Capital expenditure incurred in proportion to the equity held in the assignment	Revenues collected and appropriated in proportion to the equity held in the assignment
2020-21		
2021-22		
2022-23		
2023-24		
2024-25		

Seal of the statutory auditor

Name:

Signature of the statutory auditor and date

Remarks

1. In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would still be necessary.
2. Refer Clause 3.5 of the RFP.
3. Provide certificate as per this format only. Attach explanatory notes to the certificate, if necessary
4. It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a Member of Consortium.

Certificate from the statutory auditor/ client regarding construction works

This is to certify that (name of the Applicant/ Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that.....(name of the Applicant/ Member/Associate) received/paid INR cr. (Rupees crore) by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost of the project is INR cr., of which the Applicant/Member/Associate received/paid INR cr. (INR crore), in terms of Clause _____ of the RFP, during the past five financial years as per year-wise details noted below:

FY	Capital expenditure incurred in proportion to the equity held in the assignment	Revenues collected and appropriated in proportion to the equity held in the assignment
2020-21		
2021-22		
2022-23		
2023-24		
2024-25		

[It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a Member of joint venture/ Consortium.]

Seal of the statutory auditor

Name:

Signature of the statutory auditor and date

Certificate from the Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Applicant/ Consortium Member/ Associate*) is held, directly or indirectly[£], by (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of

Date:

the authorized signatory).

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

APPENDIX-5: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Date:

To,

The General Manager (Admin)

Odisha State Road Transport Corporation (OSRTC),

Paribahan Bhavan, Sachivalaya Marg, Unit-II,

Bhubaneswar-751001

Dear Sir,

We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that

.....
.....

..... (insert Member's name) will act as the Lead Member of our Consortium.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

APPENDIX-6: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We..... (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name), son/daughter/wife of..... and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for pre-qualification and submission of our bid[s] for the Project[s] proposed or being developed by the Authority including but not limited to signing and submission of all Applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project[s] and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20.....

For (Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

..... (Signature)
(Name, Title and Address of the Lead Member) (Notarized)

Notes:

- 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 executants) and when it is

so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a Board resolution/ power of attorney in favor of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the power of attorney is being issued.

APPENDIX-7: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Authority has invited Applications from interested parties for the project[s].

Whereas,

1.....,

2..... and

3..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project[s], and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project[s] and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s..... having our registered office at, (hereinafter collectively referred to as the "Parties") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Lead Member"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project[s] and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid[s] for the Project[s], including but not limited to signing and submission of all Applications, bids and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid[s] for the Project[s] and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For (Signature)

.....

(Name & Title)

For (Signature)

.....

(Name & Title)

For (Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- 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 executants) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a Board resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the power of attorney is being issued.

APPENDIX-8: DRAFT JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of INR 100)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

1.{..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

2.{..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

3.{..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

A.ODISHA STATE ROAD TRANSPORT CORPORATION, established under the Road Transport Corporation Act, 1950, represented by its General Manager (Admin) and having its Headquarter office at Paribahan Bhavan, Sachivalaya Marg, Bhubaneswar] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the Applications") by its Request for Proposal No. dated (the "RFP") for pre-qualification and short-listing of Bidders for Development, operation and maintenance of Bus Depots in the state of Odisha (the "Project") through Public Private Partnership.

B.The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid Documents in respect of the Project, and

C.It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1.Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP

2. Project

Project in this case shall mean Development of Bus Depots in the State and more specifically all the bus depot sites for which Application has been made as per Appendix 1 of the Proposal by this Consortium

3. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project either directly or indirectly or through any of their Associates.

4. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

5. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

b. Party of the Second Part shall be {the _____ Member of the Consortium;

c. Party of the Third Part shall be the _____ Member of the Consortium;

6. Joint and Several Liability

6.1 *The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.*

7. Shareholding in the SPV

7.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: _____

Second Party: _____

{Third Party:} _____

7.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, till COD of Commercial Complex be held by the Parties of the First Part,

7.3 {Second and Third} Part shall hold a minimum of 10% till COD of Commercial Complex.

7.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7.5 The Parties undertake that there shall be no change in either the equity holding of each of the Parties in the Consortium or any change in the composition of the Consortium during the Bid Stage and that if any changes are observed then it will lead to disqualification of the entire Consortium.

8. Representation of the Parties

a. Each Party represents to the other Parties as of the date of this Agreement that:

i. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d.there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

9.Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

10.Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India and the Courts of Bhubaneswar shall have the necessary jurisdiction.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

Lead Member by:	Second part by:	Third part by:
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
(Address)	(Address)	(Address)

In the presence of: i.

Witness 1:ii.Witness

2:

Notes:

1.The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2.Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement

for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-9: TECHNICAL CAPACITY OF THE APPLICANT

Applicant type [#] (1)	Member Code [¥] (2)	Project Code ^{**} (3)	Category [§] (4)	Experience [£] (Equivalent INR crore) ^{\$\$} (5)	Product ^{££} (6)
Single entity Applicant		a			
		b			
		c			
		d			
Consortium Member 1		1a			
		1b			
		1c			
		1d			
Consortium Member 2		2a			
		2b			
		2c			
		2d			
Consortium Member 3		3a			
		3b			
		3c			
		3d			
Technical Capacity (sum of products obtained above for all the projects)					

@Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate and/ or by a project company.

**An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate shall be provided.*

¥Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

***Refer Appendix - 4. Add more rows if necessary.*

§Refer Clause 3.6.7.

£The cost of land shall not be included while computing the product of an Eligible Project.

\$\$For conversion of other currencies into INR, see clause 6.5.

^{££} Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 2-2 to arrive at the product for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.6.12.

APPENDIX-10: O&M EXPERIENCE OF THE APPLICANT

Applicant type# (1)	Member Code* (2)	Project Code** (3)	Title of the project (4)	Date of commencement of project/ contract (5)	Date of completion of project/ contract (Ongoing in case the project/ contract is still underway) (6)	Cost of the project on which Applicant has the O&M Experience (INR crore) ^{\$\$} (7)
Single entity Applicant		a				
		b				
		c				
		d				
Consortium Member 1		1a				
		1b				
		1c				
		1d				
Consortium Member 2		2a				
		2b				
		2c				
		2d				
Consortium Member 3		3a				
		3b				
		3c				
		3d				
O&M Experience (sum of costs of the above-mentioned projects)						

*An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate and/ or by a project company.

*Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

** For a single entity Applicant, the project codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the project codes would be 1a, 1b, 1c, 1d etc., for Member 2 the project codes shall be 2a, 2b, 2c, 2d etc., and so on. Add more rows if necessary.

\$\$ For conversion of other currencies into INR, see clause 6.5.

Certificate from Statutory Auditor regarding O&M Experience

Based on the authenticated records made available to us by _____ (name of the Applicant/ Member), this is to certify that _____ (name of the Applicant/ Member) was engaged for the purpose of operations & maintenance activities for the above captured projects.

Seal of the statutory auditor Name:

Signature of the statutory auditor and date

APPENDIX-11: FORMAT OF UNDERTAKING FOR TIE-UP WITH AN ENTITY/ PERSONNEL HAVING EXPERIENCE RELATING TO THE PERFORMANCE OF O&M.

(Refer Clause 3.5.3)

[on letter head of Bidder/Lead Member]

Date:

To,

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

Sub: Bid for Development, Operation, and Maintenance of Bus Depot for OSRTC on Design Build Finance Operate and Transfer (DBFOT) Basis.

Dear Sir,

I/We have read and understood the RFP in respect of the captioned Project provided to us by the, Odisha State Road Transport Corporation (OSRTC).

We hereby agree and undertake as under:

(a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid I/ we hereby agree and undertake that if the _____ Bus Depot is/are been awarded to me/us by Authority I/We will tie up with an entity/ personnel having experience relating to the performance of O&M having requisite experience as mentioned in Clause 3.5.3 of this document.

(b) I/we hereby agree that the appointment of such an entity/ personnel member having experience relating to the performance of O&M shall be subject to approval of Authority.

(c) I/we hereby agree that I / we will tie up with an entity/ personnel having experience relating to the performance of O&M for a minimum period of 5 (five) years from the date of COD of Bus Depot for entrusting its operations & maintenance (O&M) obligations towards the Bus Depot, failing which the Concession Agreement signed with Authority shall be terminated.

(d) I/we hereby agree that I / we will submit copy of agreement/letter of association between an entity/ personnel member having experience relating to the performance of O&M and me/us to the Authority immediately after the appointment of an entity/ personnel member having experience relating to the performance of O&M.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

ANNEXURE-III: FINANCIAL OBLIGATIONS

Table specifying Bid Security and Performance Security for the Project.

Sl. No.	Package	Depot	Location	Minimum Estimated Project Value (INR)	Bid Security/ EMD in form of Demand Draft or Bank Guarantee	Performance Security in form of Demand Draft or Bank Guarantee
1	Package-01	Balangir Depot	Bijakhman, Balangir Sadar	50,00,00,000	₹ 1,50,00,000	₹ 2,50,00,000
2	Package-02	Bhadrak Depot	Bahudarada, Bhadrak	50,00,00,000	₹ 1,50,00,000	₹ 2,50,00,000
3	Package-03	Bhawanipatna Depot	Nazul, Bhawanipatna	40,00,00,000	₹ 1,20,00,000	₹ 2,00,00,000
4	Package-04	Dhenkanal Depot	Mahisipat, Dhenkanal Sadar	50,00,00,000	₹ 1,50,00,000	₹ 2,50,00,000
5	Package-05	Keonjhar Depot	Nijigarh, Keonjhar Sadar	50,00,00,000	₹ 1,50,00,000	₹ 2,50,00,000
6	Package-06	Jagamara Depot, Bhubaneswar	Jagamara, Khordha	100,00,00,000	₹ 3,00,00,000	₹ 5,00,00,000
Total				3,40,00,00,000	₹ 10,20,00,000	₹ 17,00,00,000

