



ODISHA STATE ROAD TRANSPORT CORPORATION, BHUBANESWAR

No. 1327/ IM(TR)-03/2023/OSRTC

Date: 04/05/2023

Request For Proposal (RFP)

The Chairman-Cum-Managing Director, Odisha State Road Transport Corporation (OSRTC), Bhubaneswar has invited a Request for Proposal (RFP) on the Selection of an Agency to Provide Bus Crew for Odisha State Road Transport Corporation through the transparent bidding process.


The interested firms/ agencies should submit their proposals from Dt. 06.05.2023 to Dt.06.06.2023 up to 3:00 PM and the same will be opened on Dt. 06.06.2023 at 4:00 PM at OSRTC conference hall.

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

The details of the terms & conditions are available on the web site www.osrtc.in.

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

By order of the Chairman-cum-Managing Director,


04.05.23
General Manager(A),
OSRTC, Bhubaneswar



Odisha State Road Transport Corporation

Request for Proposal (RFP)

For

**Selection of Agency to Provide Bus Crew for
Odisha State Road Transport Corporation
(OSRTC)**

[RFP No 1327 Date: 04/05/2023]

Issued By

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

Contents

Disclaimer	5
1. Invitation for Proposal.....	6
2. Schedule Bidding Process	6
3. Introduction	7
3.1 Background:	7
3.2 Brief Description of Bidding Process:	7
3.3 Pre-Bid Conference:.....	7
4. Instructions to Bidder	9
4.1 General Terms of Bidding:	9
4.2 Acknowledgement by Bidder:.....	10
4.3 Cost of Bidding:	11
4.4 Verification and Disqualification:	11
4.5 Amendment of RFP:	12
4.6 Proprietary data:.....	12
4.7 Language, Format and Signing of Bid:	12
4.8 Validity of Bid:	14
4.9 Confidentiality:	15
4.10 Correspondence with Bidder:.....	15
4.11 Earnest Money Deposit (EMD):.....	15
5. Evaluation of Bids	16
5.1 Bid Evaluation Committee.....	16
5.2 Overall Evaluation Process	16
5.3 Pre-Qualification Proposal Criteria	17
5.4 Selection Procedure:	19
5.5 Evaluation of Technical Bid:	19
5.6 Technical Evaluation Criteria:.....	20
5.7 Evaluation of Financial Bid:	21
5.8 Selection of Bidder:	22
5.9 Contacts during Bid Evaluation:	22
5.10 Signing of Contract:.....	22
5.11 Failure to agree with the Terms & Conditions of this RFP:	22
5.12 Performance Bank Guarantee:	23
5.13 Execution of Agreement:.....	23
5.14 Commencement of Agreement:.....	24
5.15 Proprietary Data:	24
6. Scope of the Project	25
6.1 Task A: Deployment of Manpower for Managing Field Operations of OSRTC	25
6.2 Task B: Replacement of Professional Manpower	25
6.3 Task C: Supervision and monitoring	25
6.4 Task D: Monthly Invoice	26
6.5 Details of manpower	26
6.6 Duties of Conductor:.....	Error! Bookmark not defined.
6.7 Duties of Drivers:	27
6.8 Minimum Requirement for Bus Crew:.....	Error! Bookmark not defined.

6.9	Supervision and monitoring	27
6.10	Monthly Invoice	Error! Bookmark not defined.
6.11	Payment:	28
6.12	Payment Terms:	28
6.13	Penalty Terms:.....	28
6.14	Performance Standard and Charges:.....	28
	Annexure I: Covering Letter (On the Letterhead of the applicant)	31
	Annexure II: Request for Clarification	32
	Annexure III: Pre-Qualification Proposal Criteria	33
	Annexure IV: Details of Bidder	36
	Annexure V: Power of Attorney (On stamp Paper)	37
	Annexure VI: Non-Blacklisting declaration.....	38
	Annexure VII: Self-declaration for Non-Performance	39
	Annexure VIII: Technical capacity of the Bidder	40
	Annexure X: Financial capacity of the bidder	44
	Annexure XI: Format for Financial Proposal	45

Disclaimer

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

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

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

OSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this document. OSRTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.

The issue of this document does not imply that OSRTC is bound to select the prequalified Bidder at RFP stage to appoint the Successful Bidder (Agency), for the Project and OSRTC reserves the right to reject all or any of the Bids or Tenders without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OSRTC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OSRTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.

1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidder for “**Selection of Agency to provide Bus Crew for Odisha State Road Transport Corporation (OSRTC)**”. Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on <https://osrtc.in> for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91-9937567240** or **+91-8420167711**, Email: **pmc@osrtc.org**

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

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of RFP Notice	06/05/2023
2	Uploading of RFP document in OSRTC website	06/05/2023
3	Last date & time for Submission of Queries / Clarification	15/05/2023
4	Response to Queries / Clarification	20/05/2023
5	Last date for Bid Submission	06/06/2023 (03:00 PM)
6	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
7	Date and time for opening of bids	06/06/2023 (04:00 PM)
8	Date and time for opening of financial bids	-To be intimated-

3. Introduction

3.1 Background:

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the “**Tender Issuing Authority**” or “**TIA**”) is engaged in bus transportation operation in 314 routes and as part of this endeavour, the TIA has decided to engage “**Selection of Agency to provide Bus Crew for Odisha State Road Transport Corporation (OSRTC)**” and has, therefore, decided to carry out the bidding process for selection of entities to whom the contract may be awarded.

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

OSRTC is engaged in public transportation operation in 324 routes and at present OSRTC has 19 Depots (which serve as Bus Stand for passengers) in its own land and 4 Depots in rental/ lease basis. Furthermore, 55 new Bus Stands across 22 Districts are in the development stage and 4 Bus Stands are in the finishing stage at Aska, Athagarh, Jeypore and Odogaon respectively. As a sole State Transport Undertaking (STU), Odisha State Road Transport Corporation (OSRTC) sworn to provide a well-functioning, attractive, competitive, integrated, and safe public transport system with superior civic amenities with passenger facilities for all users along with preservation of good order and safety for public. Public transport by bus is an essential need in almost all areas of the State. However, public conveniences can be difficult to organize because of the dispersed nature of populations and the potential trade-off between maintaining accessibility and achieving competitive in designing services.

3.2 Brief Description of Bidding Process:

The TIA has adopted a three Stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves 3 envelope selection procedures, Pre-qualification of interested Bidders, Technical Qualification in accordance with the provisions of this RFP and Financial Bid. The TIA shall only open the financial bids of the Qualified Bidder.

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

3.3 Pre-Bid Response:

- Bidder requiring any clarification on the RFP may send in their queries to pmc@osrtc.org on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to submit the queries in editable format preferably .doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website www.osrtc.in

- OSRTC shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, OSRTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing shall be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.
- OSRTC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by OSRTC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.
- In case of any clarification/ queries, the person to be contacted is as under:

The General Manager (Admin.)

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

4. Instructions to Bidder

4.1 General Terms of Bidding:

- A Bidder is eligible to submit only one Bid for the Project as per the formats given in Annexures.
- Bid documents are being provided only as preliminary reference document by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should submit a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this RFP and all attached documents are and shall remain the property of the TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.
 - For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary,

which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.

- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- The TIA, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

4.2 Acknowledgement by Bidder:

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

- Made a complete and careful examination of the Bidding Documents.
- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.
- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidder referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for

performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the Contract Agreement by the Agency.

- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3 Cost of Bidding:

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

4.4 Verification and Disqualification:

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid and forfeit the EMD if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
 - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
 - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this RFP.
 - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding Process In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LoA) or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Agreement, or otherwise.

4.5 Amendment of RFP:

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

4.6 Proprietary data:

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

4.7 Language, Format and Signing of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this RFP. The TIA will evaluate only those Bids that are received hardcopy in the required formats and complete in all respects. The Pre-qualification and Technical proposal shall be submitted as per the check list provided in Annexures.
- The Financial bid is to be submitted as per the format given in Annexure XII: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the RFP. Any deviations with respect to this may make their Bid liable for rejection.

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

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

v. Annexure IV: Details of Bidder

vi. Annexure V: Power of Attorney

vii. Annexure VI: Self-Declaration for Non-Blacklisting

viii. Annexure VII: Declaration for Non-Performance

- **As part of Technical-Qualification, the following shall form part of the proposal (Envelope II):**

- i. Annexure VIII: Technical Capacity of the Bidder

- ii. Annexure IX: Technical Evaluation Checklist

- iii. Annexure X: Financial Capacity of the Bidder

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

- i. Annexure XI: Format for Financial Proposal

- The Bidder shall submit Pre-Qualification, Technical Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. **The Bidder shall submit the hard copy and soft copy in Pen drive.**
- Pre-Qualification, Technical Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope in accordance with RFP by Speed Post/ Courier service or submit the proposal with The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar- 751001, Odisha.
- The cover Envelope IV shall clearly bear the following identification: "**Bus crew agency providing manpower services to assist the Odisha State Road Transport Corporation (OSRTC) in the management of bus Operations**" and shall clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to -

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

- The Bidder shall submit Pre-Qualification, Technical Qualification proposal and Financial Bid in the format specified in Annexures and in accordance with this RFP. The Bidder shall submit the hard copy of Pre-Qualification, Technical Qualification proposal and Financial Bid, Tender Processing fees and EMD in a sealed envelope.
- If the envelope is not sealed and marked as instructed above, the TIA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- Further, Bidder are required to submit all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.
- Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- Bids should be submitted on or before time and the Due Date as specified in the RFP.
- Bids should be submitted before 3:00 PM on the Due Date as specified in the RFP. The cover

Envelope IV containing the following documents shall be submitted at the address provided in the manner and form as detailed in this RFP within the due date and time as specified in the RFP.

- i. Tender processing fee as per RFP & EMD along with Pre-Qualification documents (**Envelope I**), signed copy of the RFP,
 - ii. Technical Qualification proposal (**Envelope II**) and
 - iii. Financial Proposal (**Envelope III**)
- OSRTC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.
 - Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
 - Modifications/ Substitution/ Withdrawal of Bids:
 - The Bidder shall modify, substitute, or withdraw the bid prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
 - Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.
 - OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non- responsive.
 - The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled or closed by OSRTC. Bidder may, by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
 - The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
 - OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

4.8 Validity of Bid:

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

in compliance all respects.

4.9 Confidentiality:

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

4.10 Correspondence with Bidder:

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

4.11 Earnest Money Deposit (EMD):

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 2,00,000/-** (Rupees Two Lakhs) in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. Bidder may, by specific instructions in writing to OSRTC, give the details for name and address of the person in whose favor the said demand draft shall be drawn by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this RFP.

- If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
- In the case of successful Bidder, fails within the specified time limit:
 - I. to sign the Agreement and/or
 - II. to furnish the Performance Bank Guarantee within the period prescribed in the Contract Agreement; or
 - III. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Bank Guarantee.

5. Evaluation of Bids

5.1 Bid Evaluation Committee

- OSRTC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the RFP (Pre-qualification and Technical) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- The Bid Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

5.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 3 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this RFP.
- Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Technical Proposal.
- To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.

- If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- Any information contained in the Bid shall not in any way be construed as binding on OSRTC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

5.3 Pre-Qualification Proposal Criteria

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

S.No.	Basic Requirement	Specific Requirement	Documents required
PQ1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft
PQ2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 .	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ /Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate.
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 10 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	Audited balance Sheet and Profit & Loss account statement of the bidder for

S.No.	Basic Requirement	Specific Requirement	Documents required
			each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-X
PQ6	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder
PQ7	Relevant Experience	The Bidder should have experience of providing at least 200 skilled manpower in a single work order / 100 skilled manpower each in two work orders issued by Government Department (ULBs, Municipal Corporation, State /Central Departments) for minimum 1 year in last 5 Years from the date of submission of bid. Minimum 2 work orders should be provided.	Work Order/ Contract Documents / Client Certificate
PQ8	EPF, ESIC Certification	The Bidder should have registration with Employee Provident Fund Organization, Government of India and ESIC	Valid Registration certification.
PQ9	Labour License	The Bidder should have valid Labour license certificate from Labour Department Govt. of India/ Any State Government Department in India.	Valid Labour license as on date of bid submission. If the bidder does not have a valid Labour License, they may submit an undertaking stating that, if selected they will apply for the license with

S.No.	Basic Requirement	Specific Requirement	Documents required
			Government of Odisha within one month.
PQ 10	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-VII in letterhead.
PQ 11	Valid ISO 27001 certification	The Bidder should have valid ISO certification from the Indian Certification Bureau	Copy of the ISO certificate

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

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

5.4 Selection Procedure:

The **Least Cost Based Selection (LCBS)** Method will be followed during the overall selection process. Only the bidders fulfilling the Pre-qualification Criteria are allowed to further participate in this tender. The Envelope II marked "Technical Bid" shall be opened first. Envelope III marked "Financial Bid" shall be kept sealed for opening as per date mentioned in this RFP. Envelope III marked "Financial Bid" shall be kept sealed for opening as per date to be intimated by the TIA.

5.5 Evaluation of Technical Bid:

- **Weighted Technical Mark (TM)** will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP. The presentation will be held on as per date mentioned in the Data Sheet.

- An actual **technical mark below 70** shall disqualify the bid as technically non-responsive. A financial bid of only technically responsive bidders shall be opened.

5.6 Technical Evaluation Criteria:

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

Sl.No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ1	Number of years of operations in outsourcing manpower.	<ul style="list-style-type: none"> 3 years or lower – 5 marks 4 years – 7 marks 5 years or more – 10 marks 	10	A copy of work orders / agreement / client certificate copy previously issued
TQ2	The bidder shall have minimum INR 10 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years.	<ul style="list-style-type: none"> For INR 10 – 25 crore – 5 marks For INR 26 – 50 crores – 10 marks More than INR 50 crores – 15 marks 	15	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years
TQ3	Experience of Government / PSU transport projects in the India with at least 100 skilled professionals/manpower each over 2 work orders or 200 skilled professionals/manpower in 1 work /order. Work order date/agreement date on or after 1st April 2016. Project citation along with Client supporting document (Work order/Agreement/Client Certificate copy to be submitted.	<ul style="list-style-type: none"> For each project 5 marks will be awarded Maximum score is 20 marks 	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU in the Transport Sector
TQ4	Experience of Government manpower service or similar assignments (which should include project / scheme) with a minimum supply of 100 skilled manpower over 2 work orders / 200 skilled manpower in a single work order projects in India – Work order	<ul style="list-style-type: none"> For each project 2 marks will be awarded Maximum score is 10 marks 	10	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU

Sl.No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
	date/agreement date on or after 1st April 2016 – Project citation along with Client supporting document (Work order / Agreement) copy to be submitted.			
TQ5	At least 100 skilled professionals/manpower on the ESI roll of the bidding firm for last three financial year. ESI copy to be submitted.	<ul style="list-style-type: none"> • 100 – 200 nos. of resources - 5 Marks • 200 – 400 nos. of resources - 7 Marks • 400 or more nos. of Resources – 10 Marks 	10	A copy of the ESIC statement
TQ6	Valid ISO certification timeline	<ul style="list-style-type: none"> • 3 to 5 years – 5 marks • More than 5 years – 10 marks 	10	A copy of the ISO certificate
TQ7	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder	Your understanding of the Scope and Proposed Approach and Methodology and Manpower management, Business Plan and projected cash flow (CAPEX, OPEX, RoI, RoR etc.)	25	Presentation

5.7 Evaluation of Financial Bid:

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

- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be submitting to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.

- The technical proposal should not contain any financial information, if found same shall be considered as rejected.

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

5.8 Selection of Bidder:

- The Bidder/s whose Bid is adjudged as responsive in terms of RFP and with the **Least Cost/ lowest in the financial bid (L1)** shall be declared as the selected Bidder/s (the "Successful Bidder/s").
- If two or more Bidder have the lowest in the financial bid, then OSRTC shall award the work to the bidder with highest technical score.
- After selection, a Letter of Award (LOA) shall be issued, in duplicate, by OSRTC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, the bidders shall have to sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, OSRTC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by OSRTC on account of failure of the Successful Bidder to acknowledge the LOA.
- After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between TIA and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of the Contract Agreement between TIA and Successful Bidder shall be identified as Commercial Operation Date (COD).
- The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

5.9 Contacts during Bid Evaluation:

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

5.10 Signing of Contract:

The Agreement will be signed as per RFP, after selection of Successful Bidder. TIA shall have the right to annul the award in case there is a delay of more than 30 days in signing of the Agreement from the date of issue of LOA by TIA, for reasons attributable to the selected bidder.

5.11 Failure to agree with the Terms & Conditions of this RFP:

Failure of the successful bidder to agree with the terms and conditions of this RFP shall constitute

sufficient grounds for the annulment of the award, in which event TIA may call for new proposals and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

5.12 Performance Bank Guarantee:

Performance Bank Guarantee is governed for supplies and services as follows:

- The bidder shall carry out the services in conformity with the requirements of this RFP, generally accepted professional and technical norms relevant to such projects and to the satisfaction of TIA.
- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
 - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **10% of Total Contract Value**.
 - The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
 - The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LOA).
 - The Performance Bank Guarantee may be discharged/ returned by TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
 - OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
 - Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

5.13 Execution of Agreement:

After acknowledgement of the Work order as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of Work order. The

selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

5.14 Commencement of Agreement:

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

5.15 Proprietary Data:

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

6. Scope of the Project

6.1 Task A: Deployment of Manpower for Managing Field Operations of OSRTC

- The selected agency shall provide the manpower of requisite qualification and experience as required by OSRTC. All the manpower i.e., skilled manpower shall be stationed at OSRTC offices/Depots across the State.
- The manpower would be required for various profiles. It may be noted that OSRTC will fix a consolidated remuneration (all inclusive) for each of the professional/ manpower required after taking interview about their qualification and work experience followed by negotiation with the selected candidate. The selected candidate shall be on the payroll of the selected Agency. The Agency shall be responsible for payment of this fixed emolument to the personnel every month on time.
- The list of the positions required to be filled in OSRTC shall be given to the Agency in the form of work order as per the need/requirement from time to time during the **three-year contract period** and the company shall always complete the tasks given in the work order within **1 month** from the date of issue of work order.
- The Agency will give a list of shortlisted candidates, which is at least 3 (three) times the required positions. This list shall be accompanied with updated resume/CVs of the candidates along with qualification documents and certificate of work experience. This should be done within 15 days of the issuance of the letter of request/work order. OSRTC after interviewing the 3 candidates may recommend the suitable candidate for placement by Agency in OSRTC.
- OSRTC will provide necessary office space to the manpower engaged.

6.2 Task B: Replacement of Professional Manpower

- In case of non-compliance of contract clauses and poor performance of professional/ skilled manpower, penalty in the form of deduction fee shall be levied by OSRTC. Generally, timelines would be fixed for different assignments and non-completion within time limit will be considered as poor performance.
- In case of poor performance, OSRTC shall ask the selected Agency to withdraw the consultant through a letter and a replacement will be provided by the agency to the satisfaction of OSRTC within **7 (seven) days** from the issuance of the letter.
- In case any employee suddenly leaves the job without any notice or reason, the selected Agency has to appoint suitable candidates **within 2 days**, otherwise the same shall be considered as noncompliance.
- The Agency will give a list of shortlisted candidates, which is at least 3 (three) times the required positions. This list shall be accompanied by updated resume/CVs of the candidates. This should be done within 1 month of the issuance of the letter of request/work order. OSRTC after interviewing the 3 candidates may recommend the suitable candidate for placement by Agency in OSRTC.
- The agency will be responsible to conduct a thorough Antecedent Verification of the professionals to be deployed and submit an undertaking letter regarding the verification of the same.

6.3 Task C: Supervision and monitoring

- The agency shall supervise and monitor the professional manpower engaged in OSRTC on a

regular basis.

- The Agency shall always indemnify and agree and undertake to defend and hold OSRTC, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of the agreement executed between OSRTC and the Agency.

6.4 Task D: Monthly Invoice

- The selected Agency shall raise separate monthly invoices for:
 - Amount towards salary of each of the deployed personnel in OSRTC.
 - Service charge of the Agency towards deployment of personnel in OSRTC.
- Every employee will be eligible for leave as per labour law.

6.5 Details of manpower

Sl No	Section in OSRTC	Educational Qualification	Expected Monthly Salary Range in INR	Age Limit
1	Driver	<ul style="list-style-type: none"> • Minimum 10th pass having Valid heavy vehicle Driving License with Badge, First Aid Certificate. Minimum 3 years of experience in driving of public vehicle. • Applicant having higher qualification will be given Weightage. • Applicant must have known Odia, Hindi & English Language. 	18,000- 22,000	21-45
2	Conductor	<ul style="list-style-type: none"> • Minimum 10th pass having valid Revenue Collection Agency license/ Batch/ First Aid Certificate. Minimum 3 years of experience in the field of with knowledge in computer operation. • Applicant having higher qualification will be given Weightage. • Applicant must have spoken ability of known Odia, Hindi and Telegu/Bengali/English Language as per Geo location and dominated language. 	16,000- 20,000	21-45

NB-

- ❖ *The list is indicative in nature, OSRTC may ask for any changes (increase or decrease in any of the positions) in the requirement structure depending upon the need and those changes shall be within 25% of total annual contract value.
- ❖ * The salaries mentioned above include all the statutory payments.
- ❖ For all the above positions preference shall be given to those candidates who have worked earlier in similar roles.

6.6 Duties of Drivers:

The Agency shall ensure that vehicles are piled by authorized drivers holding heavy Commercial Vehicle Driving License having experience of at least 5 years OR more. Also comply with the other conditions laid down by State Transport Authority/MV Act /Traffic Police.

- a) Drivers holding a valid license for a period of [3 (three)] years before the Appointed Date in accordance with the Motor Vehicles Act, 1988; and submit the license of all appointed drivers to the Authority before deployment of the Contracted Buses; and
- b) Appoint either on a temporary, permanent, or contractual basis trained and skilled staff for operation, maintenance, and supervision of the Contracted Buses and other facilities related thereto at his cost for services as per the Agreement.
- c) Drivers shall wear the prescribed uniform on duty.
- d) Drivers shall conduct the operation of bus as per memo / time- schedule prescribed by OSRTC.
- e) Drivers shall not leave the Bus deserted during rest hour for long duration.
- f) Drivers shall ensure that all the instructions of OSRTC issued through and/or under intimation to the Agency are strictly followed and there is no lapse of any kind.
- g) Drivers shall be disciplined and well behaved towards people who travel or intend to travel by bus.
- h) Drivers shall be required to perform their duty in shifts. A single duty shift will have normal duration of 08.00 hours (excluding rest interval) or 48 hours in a week in accordance with The Motor Transport Workers Act, 1961. In case of longer bus service schedules higher than 8 hours to 12 hours, Driver deployment will be up to spread over limit of 12 hours as defined under The Motor Transport Workers Act, 1961.
- i) Drivers shall report for duty in the depot/ terminal or assigned place at time prescribed in the duty roster.
- j) Drivers shall transfer passengers to alternative bus in case of breakdown of his/ her Bus.
- k) Any other duty that may be assigned to him but not specifically covered herein.

6.7 Supervision and monitoring

- a) The agency shall supervise and monitor the professional manpower engaged in OSRTC on a regular basis.
- b) The Agency shall always indemnify and agree and undertake to defend and hold OSRTC, harmless against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising out of the agreement executed between OSRTC and the Agency.

6.8 Payment:

Payment to the selected agency shall be done on a monthly basis post submission of invoice after attendance approval from NMC/OSRTC by the agency. The payment to the selected agency shall be done based on the following calculations:

Payment to the selected bidder = Percentage quoted by the selected bidder in this RFP x Gross Monthly salary of the total nos. of resource hired by OSRTC (Excluding The statutory contributions of employer's share like PF, ESIC for 8.3 A only)

6.9 Payment Terms:

- a) The successful bidder shall be paid following fees:
 - Reimbursement of salary of deployed professionals as specified by OSRTC. The salary of the deployed individual professional shall include all the statutory payments according to applicable norms, e.g., PF, ESIC, Bonus, leave encashment, gratuity, health insurance/ group insurance etc. In case of failure of the Agency in paying the statutory dues of any employee the OSRTC will not release the payment in relation to the person/s concerned.
 - Monthly Service Charge (exclusive of GST) at a certain percentage rate (of the fixed emolument of the individual professionals) i.e., bidding parameter as his fee for providing manpower services to OSRTC. No other payment shall be made to the bidder. The monthly service charge shall include all costs borne by the manpower agency like recruitment process, training, advertisements for recruitment etc.
- b) The Selected Agency shall be responsible for paying the salaries to their employees on or before the **7 working days** of every successive month.
- c) Invoices shall be raised (with supporting documents/ compliances) to OSRTC for reimbursement of salaries paid and monthly service charges on or before the 15th of every successive month.
- d) OSRTC shall be responsible for clearing all the invoices on or before 45 days from the day of receiving invoices.

6.10 Penalty Terms:

In case of non-compliance of contract clauses and poor performance of the agency, **a penalty up to 20% of the Monthly Service Charge** shall be levied on the agency. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance. The detailed performance management provision will form part of the agreement signed with the consulting agency.

6.11 Performance Standard and Charges:

Sr. No	Performance Parameters	Charges
1	Delay in deployment of manpower.	Penalty of (INR 100/- per day per resource)

2	Delay in providing salary as per the contract.	Penalty of (INR 100/- per day per resource)
3	Event of default in Statutory Compliances	Penalty INR 300/- per instance

The penalty charges in a month mentioned above shall not exceed the 5% of the amount payable to the selected agency in that month. If the penalty charges exceed the permissible amount, NMC/OSRTC reserves the right to terminate the contract and invoke Performance Bank Guarantee. Decision of TIA shall be final and binding on the selected agency.

ANNEXURES

Annexure I: Covering Letter (On the Letterhead of the applicant)

To

Date: _____

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

Ref: **Selection of agency to provide Bus Crew for Odisha State Road Transport Corporation (OSRTC)**

Being duly authorized to represent and act on behalf of.....(hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of.....(*Name of Applicant*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully

For and on behalf of
(*Name of Applicant*)

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

Annexure II: Request for Clarification

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

Bidder's Request for Clarification				
<<Name of Organization submitting query/ request for clarification>>				
<<Full address of the Organization including e-mail, phone and fax for all points of contact>>				
Sl. No.	RFP Reference (Section No., Clause, Page No.)	Content of RFP	Clarification Sought	OSRTC Response (space to be left blank by the Bidder)
1				
2				
3				

Annexure III: Pre-Qualification Proposal Criteria

S.No.	Basic Requirement	Specific Requirement	Documents required	Page No
PQ1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013 .	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN • Valid GSTIN and copy of GST Registration Certificate. 	
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 10 Crores from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	<p>Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years.</p> <p>Certificate duly signed by Statutory Auditor of the</p>	

S.No.	Basic Requirement	Specific Requirement	Documents required	Page No
			Bidder for total turnover.	
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-X	
PQ6	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder	
PQ7	Relevant Experience	The Bidder should have experience of providing at least 200 skilled manpower in a single work order / 100 skilled manpower each in two work orders issued by Government Department (ULBs, Municipal Corporation, State /Central Departments) for minimum 1 year in last 5 Years from the date of submission of bid. Minimum 2 work orders should be provided.	Work Order/ Contract Documents / Client Certificate	
PQ8	EPF, ESIC Certification	The Bidder should have registration with Employee Provident Fund Organization, Government of India and ESIC	Valid Registration certification.	

S.No.	Basic Requirement	Specific Requirement	Documents required	Page No
PQ9	Labour License	The Bidder should have valid Labour license certificate from Labour Department Govt. of India/ Any State Government Department in India.	Valid Labour license as on date of bid submission. If the bidder does not have a valid Labour License, they may submit an undertaking stating that, if selected they will apply for the license with Government of Odisha within one month.	
PQ 10	Non-performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-VII in letterhead.	
PQ 11	Valid ISO 27001 certification	The Bidder should have valid ISO certification from the Indian Certification Bureau	Copy of the ISO certificate	

Annexure IV: Details of Bidder

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

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past (Attach extra sheets, if necessary)

Annexure V: Power of Attorney (On stamp Paper)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre- qualification and submission of our Tender **Selection of agency to provide Bus Crew for Odisha State Road Transport Corporation (OSRTC)** . including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to OSRTC, representing us in all matters before OSRTC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with OSRTC in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with OSRTC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the 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 THIS [____] DAY OF [____], 2023.

For

(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

Name, Title and Address of the Attorney

Notes:

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

Annexure VI: Non-Blacklisting declaration

{Company Letter head}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted.
Anti-Blacklisting Certificate

M/s.....(Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium/JV as on the_____(Last date of submission of bid).

We further confirm that we are aware that our application for the “**Selection of agency to provide Bus Crew for Odisha State Road Transport Corporation (OSRTC)**” would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the bidding process or thereafter during the agreement period. Dated this Day of..... 2023.

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VII: Self-declaration for Non-Performance

{Company Letter head}

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

Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VIII: Technical capacity of the Bidder

Sl.No.	Client Name	Year	Total Nos. of Manpower provided to the client	Work Order / Client Certificate

Date:

Annexure IX: Technical Evaluation Criteria

Sl.No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required	Page No
TQ1	Number of years of operations in outsourcing manpower.	<ul style="list-style-type: none"> 3 years or lower – 5 marks 4 years – 7 marks 5 years or more – 10 marks 	10	A copy of work orders / agreement / client certificate copy previously issued	
TQ2	The bidder shall have minimum INR 10 Crores Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years.	<ul style="list-style-type: none"> For INR 10 – 25 crore – 5 marks For INR 26 – 50 crores – 10 marks More than INR 50 crores – 15 marks 	15	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years	
TQ3	Experience of Government / PSU transport projects in the India with at least 100 skilled professionals/manpower each over 2 work orders or 200 skilled professionals/ manpower in 1 work /order. Work order date/agreement date on or after 1st April 2016. Project citation along with Client supporting document (Work	<ul style="list-style-type: none"> For each project 5 marks will be awarded Maximum score is 20 marks 	20	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU in the Transport Sector	

Sl.No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required	Page No
	order/Agreement/Client Certificate copy to be submitted.				
TQ4	Experience of Government manpower service or similar assignments (which should include project / scheme) with a minimum supply of 100 skilled manpower over 2 work orders / 200 skilled manpower in a single work order projects in India – Work order date/agreement date on or after 1st April 2016 – Project citation along with Client supporting document (Work order / Agreement) copy to be submitted.	<ul style="list-style-type: none"> For each project 2 marks will be awarded Maximum score is 10 marks 	10	A copy of work orders / agreement / client certificate copy previously issued by State / Central Govt. or PSU	
TQ5	At least 100 skilled professionals/manpower on the ESI roll of the bidding firm for last three financial year. ESI copy to be submitted.	<ul style="list-style-type: none"> 100 – 200 nos. of resources - 5 Marks 200 – 400 nos. of resources - 7 Marks 400 or more nos. of Resources – 10 Marks 	10	A copy of the ESIC statement	

Sl.No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required	Page No
TQ6	Valid ISO certification timeline	<ul style="list-style-type: none"> 3 to 5 years – 5 marks More than 5 years – 10 marks 	10	A copy of the ISO certificate	
TQ7	Presentation (Date to be communicated later) – maximum 20 minutes slot will be given to each bidder	Your understanding of the Scope and Proposed Approach and Methodology and Manpower management, Business Plan and projected cash flow (CAPEX, OPEX, RoI, RoR etc.)	25	Presentation	

Annexure X: Financial capacity of the bidder

Format for CA Certificate

(The format should be certified by Chartered Accountant)

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

Name of Bidder's Bankers:

Address of Bidder's Bankers:

Instructions

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

Dated this _____ day of 2023.

Name of the CA:

Signature of certifying CA

Annexure XI: Format for Financial Proposal

To

Date: _____

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

Ref: Selection of agency to provide Bus Crew for Odisha State Road Transport Corporation (OSRTC)

Name of the Project and scope of work	Financial Quote in percentage (without GST)
Bus crew agency providing manpower services to assist the Odisha State Road Transport Corporation (OSRTC) in the management of bus Operations	Monthly Service charge in terms of Percentage (%) towards monthly salary of each of the deployed manpower to OSRTC.

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

This Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

Name, Title, and Address of the Authorized Signatory