



Request for Proposal (RFP)
for
Manpower Services for Assisting Odisha State
Road Transport Corporation (OSRTC)
for Managing Bus Operations

RFP No. 14652 Dated 30.12.2020

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

DISCLAIMER

This RFP is being issued by Odisha State Road Transport Corporation (hereunder called “OSRTC” or the “Purchaser”) for inviting bids for selection of a Manpower Service Provider for managing bus operation for OSRTC (hereunder “Service”) on such terms and conditions as set out in this RFP document.

The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of OSRTC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other 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 Bidders or any other person. The purpose of this RFP is to provide Bidder(s) with information that may be useful to them in making their technical proposals and financial offers pursuant to this RFP (the “Bid”).

This RFP includes statements, which reflect various assessments arrived at by OSRTC in relation to the Service. 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 RFP. The assumptions, assessments, statements and information contained in this RFP 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The 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 law expressed herein. OSRTC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles or 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process. OSRTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. 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 RFP. The issue of this RFP does not imply that OSRTC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Service and OSRTC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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Schedule of Bidding Process

#	Particular	Details
1	Publication of RFP Notice	31 December, 2020
2	Uploading of RFP document in OSRTC website	31 December, 2020
3	Last date & time for Submission of Queries / Clarification	7 January 2021 (5:00 PM)
4	Response to Queries / Clarification	12 January 2021 (11:30 AM)
5	Last date for Bid Submission	3 February 2021 (3:00 PM)
6	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
7	Date and time for opening of Technical bids	3 February 2021 (4:30 PM)
8	Date and time for opening of Financial bids	To be intimated later

1. Introduction

Odisha State Road Transport Corporation (OSRTC), the State-owned road transport corporation of Odisha, invites responses ("Bids") through this RFP to select an agency to provide manpower for its projects/ schemes/ plans as detailed out below. In this regard, OSRTC invites financial proposal for the scope of work as detailed below.

1.1. Brief Description of Bidding Process

- 1.1.1. OSRTC has adopted a Single Stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves two envelope selection procedure, Pre-qualification of interested Bidder in accordance with the provisions of this RFP and Financial Bid. OSRTC shall only open the financial bids of the Qualified Bidder.
- 1.1.2. The complete bidding document has been published on <http://www.osrtc.in/> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD).
- 1.1.3. The Applicant shall pay a non-refundable sum of **INR 10,000/- (Rupees Ten Thousand only) and 18% GST**, as tender fee in shape of Bank draft to be made from any Nationalized Bank in favour of Accounts Officer OSRTC, Bhubaneswar.
- 1.1.4. 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 Bank draft to be made from any Nationalized Bank in favour of Accounts Officer OSRTC, Bhubaneswar.
- 1.1.5. The EMD shall be denominated in Indian Rupees only. EMD amount and tender processing fee must be submitted in the Eligibility Envelope.
- 1.1.6. Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of Financial Bid.
- 1.1.7. 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.

1.2. Clarifications during RFP Stage

- 1.2.1. Bidder requiring any clarification on the RFP may send in their queries to cmdosrtc@gmail.com 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.
- 1.2.2. 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.

- 1.2.3.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.

2. Instructions to Bidder

2.1.General Terms of Bidding

- 2.1.1.A Bidder is eligible to submit only one Bid for the Project as per the formats given in Annexures.
- 2.1.2.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 OSRTC nor confer any right on the Bidder, and the OSRTC shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- 2.1.3.The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- 2.1.4.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.
- 2.1.5.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, OSRTC shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be.
- 2.1.6.This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.7.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.
- 2.1.8.The Bidder shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. OSRTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.1.9.OSRTC shall not be liable for any omission, mistake or error in proposals submitted by the bidder. OSRTC 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 OSRTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, OSRTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OSRTC thereunder. OSRTC reserves the rights to decide to ask any clarification and decide to consider the same.
- 2.1.10. OSRTC shall not be liable for any omission, mistake or error in proposals submitted by the bidder. OSRTC 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 OSRTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, OSRTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OSRTC thereunder. OSRTC reserves the rights to decide to ask any clarification and decide to consider the same.

- 2.1.11. 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 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 OSRTC, without OSRTC being liable in any manner whatsoever. In such an event, OSRTC shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to OSRTC under the Bidding Documents and/ or the Agreement, or otherwise.
- 2.1.12. At any time prior to the deadline for submission of Bids, OSRTC 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. OSRTC will assume no responsibility for receipt of the Addendum or Corrigendum.
- 2.1.13. In order to accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, OSRTC may, at its own discretion, extend the Bid Due Date.
- 2.1.14. All documents and other information supplied by OSRTC or submitted by a Bidder to OSRTC shall remain or become the property of OSRTC. Bidder 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. OSRTC shall not return any Bid or any information provided therewith.
- 2.1.15. The Bidder shall provide all the information sought under this RFP. OSRTC will evaluate only those Bids that are received online in the required formats and complete in all respects. The Pre- qualification proposal shall be submitted in the format provided in Annexures.
- 2.1.16. The Financial bid is to be submitted in **Envelope C** only as per the format given in **Annexure VIII: 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.
- 2.1.17. 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.
- 2.1.18. 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.
- 2.1.19. As part of pre-qualification, the following shall form part of the Pre-Qualification
- i. Annexure I: Covering Letter
 - ii. Annexure II: Request for Clarification
 - iii. Annexure III: Checklist Document
 - iv. Annexure IV: Details of Bidder
 - v. Annexure V: Power of Attorney for signing of Bid

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- vi. Annexure VI: Technical Capacity of the Bidder
- vii. Annexure VII: Financial Capacity of the Bidder
- viii. Annexure VIII: Financial Proposal

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

- i. Annexure VIII: Format for Financial Proposal
- 2.1.20. The Bidder shall submit Pre-Qualification and Financial Bid in the format specified in Annexures and in accordance with this RFP. The Bidder shall submit the bid by Speed Post/ Courier service. The Bidder may submit the Pre-qualification documents, Tender Processing fees and EMD in a sealed **Envelope B** in accordance to the RFP in person at the address mentioned below.
- 2.1.21. The **cover Envelope A** shall clearly bear the following identification: "**Request for Proposal (RFP) for Manpower Services for Assisting Odisha State Road Transport Corporation (OSRTC) for Managing 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**
- 2.1.22. If the envelope is not sealed and marked as instructed above, OSRTC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 2.1.23. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.1.24. 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, OSRTC reserves the right to reject the Bid.
- 2.1.25. Bids should be submitted before 3:00 PM on the Due Date as specified in the RFP. The cover **Envelope A** containing Tender processing fee as per RFP & EMD along with Pre-Qualification documents (**Envelope B**), signed copy of the RFP and Financial Proposal (**Envelope C**) 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.
- 2.1.26. OSRTC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance.
- 2.1.27. Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.1.28. Modifications/ Substitution/ Withdrawal of Bids
- (i) 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.
 - (ii) Any alteration/ modification in the Bid or additional information supplied after the Bid

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Due Date, unless the same has been expressly sought for by OSRTC, shall be disregarded.

- 2.1.29. 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.
- 2.1.30. 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.
- 2.1.31. 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.
- 2.1.32. 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.

2.2.Evaluation of Bids

- 2.2.1.OSRTC shall evaluate the responses to the RFP (Pre-qualification and Financial) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- 2.2.2.The decision of OSRTC 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.
- 2.2.3.OSRTC may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. OSRTC official(s) may visit bidder's site to validate the credentials/ citations claimed by the bidder.
- 2.2.4.Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 2.2.5.OSRTC decision would be final and binding upon the bidder.
- 2.2.6.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.
- 2.2.7.OSRTC reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 2.2.8.The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in **Clause 2.3**.
- 2.2.9.Only those bidders who meet the Pre-qualification criteria shall be considered for evaluation of the Financial Proposal.
- 2.2.10. 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.

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- 2.2.11. 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.
- 2.2.12. 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 on the basis of such information.
- 2.2.13. 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.

2.3.Pre-Qualification Proposal Criteria

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ1	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 OR A Partnership Firm formed under the Partnership Act 1932 or OR A Sole Proprietorship firms <i>(Note: Consortium/Joint Venture/Sub Contracting is not allowed)</i>	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of the Bidder
			Copy of PAN/ TIN/ TAN
			Copy of GST Registration
PQ2	Financial Form Capacity/ Turnover	The bidder shall have Average Annual Turnover of minimum INR 2 crores , from the last three (3) financial years (FY 16-17, FY 17-18, FY 18-19)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
PQ3	Financial Capacity/ Net worth	The Bidder should have positive net worth for last three (3) years. (FY 16-17, FY 17-18, FY 18-19)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP
PQ4	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 of time as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder

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No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ5	Relevant Experience	The Bidder should have experience of Providing at least 50 manpower in a single work order 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.	Work Order/Contract Documents/ Client Certificate
PQ6	PF, ESIC Certification	The Bidder should have registration with Employee Provident Fund Organization, Government of India and ESIC.	Valid Registration certification.
PQ 7	Labor License	The Bidder should have valid Labor license certificate from Labor Department Govt. of India/ Any State Government Department in India	Valid Labor license as on date of bid submission. If the bidder doesn't have a valid Labor License, they may submit an undertaking stating that, if selected they will apply for the license within one month
PQ 8	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

- i. OSRTC may seek clarifications from the bidder on the Pre-qualification Criteria on the submitted documents in technical bid, however no additional document cannot be produced by bidder as pre-qualification clarification except the documents submitted in technical bid. Any of the clarifications by the bidder on the documents submitted against the Pre-qualification Criteria should not have any financial implications.
- ii. The Financial Proposal shall not contain any technical information.
- iii. The technical proposal shouldn't contain any financial information, if found same shall be considered as rejected.
- iv. The Bidder meeting all criteria prescribed in the pre-qualification proposal criteria shall be termed as **Qualified Bidder. Financial Bid of only Qualified Bidder shall be opened.**

3. Contract Period

The Contract period with the selected Agency shall be valid for a period of **three years** from the date of issue of work order. Although the Authority i.e. OSRTC, reserves the rights to extend the contract period on annual basis (for maximum 3 times) on the same or mutually agreed terms and conditions subject to satisfactory performance.

4. Signing of Agreement

The selected Agency will have to sign a Contract Agreement with OSRTC within 7 days from Issuance of Letter of Award.

5. Default of service

Deviation and/ or Refusal and/ or non-Performance towards any of the obligations described in the Scope of Services would be treated as default of service by the selected Firm. Upon default of service, OSRTC would reserve the right to forfeit the payment outstanding (if any) for the said job till that particular stage. In addition, OSRTC would also have the right to terminate the agreement with the selected firm.

6. Integrity Clause

The selected Agency, directly or through any other person or firm, shall not be found involved in any kind of bribery or fraudulent practices for engaging people into services. Otherwise, after investigation, if found guilty then OSRTC shall reserve the rights to forfeit the Performance Security, cancel the contract and blacklist the Agency immediately.

7. Number of Proposals

A bidder is eligible to submit only one proposal for this project.

8. Validity of Bid

Proposal shall remain valid for 180 days from the last date of submission of Proposal. A Proposal valid for a shorter period shall be rejected as non-responsive

9. Disputes

9.1 All legal disputes are subject to the jurisdiction of Bhubaneswar court only.

9.2 If OSRTC draws into any legal dispute due to failure of the Agency then the Agency shall be responsible to borne all the legal charges linked to it.

10. Right to reject any or all Proposals

10.1 Notwithstanding anything contained in this invitation document, OSRTC reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

11.1. OSRTC, also, reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

11. Submission of Proposal

The **Envelope B** containing tender processing fee, EMD, Pre-Qualification document along with **Envelope C** containing Financial Proposal must be inserted in a sealed cover **Envelope A**, shall clearly bear the following identification "**Request for Proposal (RFP) for Manpower Services for Assisting Odisha State Road Transport Corporation (OSRTC) for Managing Bus Operations**" and the tender notice number, name and address of the Bidder. The envelope shall be addressed to;

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

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then OSRTC will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

12. Selection of Agency

The Agency shall be selected on the basis of lowest percentage quote (L1) received from the Bidders.

13. Award of work

After selection, work order shall be issued, in duplicate, by OSRTC to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the Work order, sign and return the duplicate copy of the Work order in acknowledgement thereof. In the event the duplicate copy of the Work order duly signed by the selected Agency is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by OSRTC and the next eligible firm may be considered for the project.

14. Performance Security

After acknowledgement of the work order as aforesaid by the selected firm, the selected agency has to submit performance security in the form of **account payee demand draft/ banker's cheque** from a scheduled commercial/ nationalized bank of India in favour of **Odisha State Road Transport Corporation** payable at Bhubaneswar. Amount of the performance security shall be **10% of Total Annual Contract Value**.

15. 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.

16. Commencement of Assignment

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.

17. 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, analyzed, processed or in whatever manner provided by the Consultant to OSRTC in relation to the Consultancy shall be the property of OSRTC.

18. Payment Terms

- 18.1 The successful bidder (whoever quotes the least financial bid) shall be paid following fees:
- a. **Reimbursement of salary** of deployed professionals as specified by OSRTC. Salary of 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.
 - b. **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.
- 18.2 The Selected Agency shall be responsible to pay the salaries to their employees **on or before the 5 working days of every successive month.**
- 18.3 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.**
- 18.4 OSRTC shall be responsible to clear all the invoices **on or before 45 days from the day of receiving invoices.**

19. 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.

20. Scope of Work

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

- a) The selected agency shall provide the manpower of requisite qualification and experience as required by OSRTC. All the manpower i.e., professionals shall be stationed at OSRTC offices/Depots across the State.
- b) 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 pay-roll of the selected Agency. The Agency shall be responsible for payment of this fixed emolument to the personnel every month on time.
- c) 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.
- d) The Agency will give a list of shortlisted candidates, which is at least 3 (three) times of 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 from 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.
- e) OSRTC will provide necessary office space to the manpower engaged.

20.2 Task B: Replacement of Professional Manpower

- a) In case of non-compliance of contract clauses and poor performance of professionals, penalty in the form of deduction fee shall be levied by OSRTC. Generally, timelines would be fixed for different assignment and non-completion within time limit will be considered as poor performance.
- b) 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.
- c) 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 non-compliance.
- d) The Agency will give a list of shortlisted candidates, which is at least 3 (three) times of the required positions. This list shall be accompanied with updated resume/CVs of the candidates. This should be done within 1 month from 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.

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- e) 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.

20.3 Task C: Supervision and monitoring

The agency shall supervise and monitor the professional manpower engaged in OSRTC on a regular basis. The Agency shall at all times 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.

20.4 Task D: Monthly Invoice

The selected Agency shall raise separate monthly invoices for

1. Amount towards salary of each of the deployed personnel in OSRTC
2. Service charge of the Agency towards deployment of personnel in OSRTC

20.5 No. of manpower required

Initially, OSRTC shall require personnel with various profiles (10th pass, ITI, Diploma, Graduate, BE/B. Tech, MCA, Diploma, ITI, Retired Army etc.) for a period of three years. The list of manpower required with desired qualifications and work experience is as below*:

Sr. No.	Section in OSRTC	Educational Qualification	Age Limit	No's
1	Enforcement Team	Graduate/Diploma in Automobile trade with minimum 2-3 years of experience in working in similar work. Retired personnel from Defense/Para Military/Police will be preferred. Expected Salary Range: INR 15000/- - 20000/-	35	5
2	Control Room/ Customer Service Operator	Graduate with 2 years of experience in similar field. Knowledge of various computer operating system, reporting tool, MS office is essential. Expected Salary Range: INR 15000/- - 20000/-	30	2
3	Technical Inspector	B.E/B.Tech in the field of Mechanical Engineering or Automobile Engineering with minimum 1 years of experience. Expected Salary Range: INR 25000/- - 30000/-	30	8
4	Assistant Depot Manager	B.E/B.Tech in the field of Mechanical Engineering or Automobile Engineering with minimum 3 years of experience in Public Transport / Logistic and Cargo sector. Expected Salary Range: INR 25000/- - 35000/-	35	10

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Sr. No.	Section in OSRTC	Educational Qualification	Age Limit	No's
5	Assistant Manager IT & MIS.	B.E/B. Tech in Computer Science or MCA with MBA having minimum 5 years of experience in IT/ITES sector, large e-Governance project, Transport or Logistic project. Expected Salary Range: INR 25000/- - 35000/-	35	2
6	Assistant Manager (Works)	B.E/B.Tech in Civil Engineering with sound computer knowledge having minimum 5 years of experience in Construction or Real Estate sector. Expected Salary Range: INR 25000/- - 35000/-	35	2
7	Asst. Accounts Officer	M.Com/ CA (inter)/ CMA (inter)/ with minimum 5 years of experience in Accounts related work. Expected Salary Range: INR 25000/- - 35000/-	2	1
8	Data Entry Operator	Graduate with experience in basic Knowledge in MS Office and Good typing speed with minimum 3 years of experience in Back office work. Expected Salary Range: INR 15000/- -20000/-	35	10
9	Office Assistant	Graduate with experience in basic Knowledge in MS Office and Good typing speed with minimum 3 years of experience in Back office work. Expected Salary Range: INR 15000/- -20000/-	35	15
10	Accounts Asst.	Commerce Graduate with knowledge in Tally, ERP and minimum 3 years of experience in any Corporate Sector. Expected Salary Range: INR 15000/- -20000/-	35	10
11	Electrician	ITI / Diploma in Automobile electrical works. Having 3 years' experience in BS-IV and BS-VI model heavy vehicles. Expected Salary Range: INR 15000/- - 20000/-	35	4
12	Tyre Fitter	Person with ITI and having relevant experience in HCV wheel alignment, tyre fitting etc. Expected Salary Range: INR 10000/- - 15000/-	30	8
13	Driver	10 th pass having Valid heavy vehicle Driving License with Batch, First Aid Certificate. Minimum 3 years of experience in driving of public vehicle. Expected Salary Range: INR Rs.15000/- to 20000/-	21-40	200

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Sr. No.	Section in OSRTC	Educational Qualification	Age Limit	No's
14	Conductor	10 th pass having valid conductor license/ Batch/ First Aid Certificate. Minimum 3 years of experience in the field of with knowledge in computer operation. Expected Salary Range: INR Rs.12000/- 15000/-	21-32	150
15	Peon/ Security Watchman	10 th pass. Expected salary Range-INR 10,000/- -- 12,000/-	30	15
	Total			

*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.

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

Date:

To,

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

Ref: “Selection of Manpower Agency for assisting Odisha State Road Transport Corporation (OSRTC) for managing Bus Operations”

Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of 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: Checklist Document

Sr. No.	Document	Description	Format	Pre-qualification clause	Yes/ No
Envelope: Technical Proposal					
1	Tender Document fees		Tender fee in shape of Bank draft to be made from any Nationalized Bank in favour of Accounts Officer OSRTC, Bhubaneswar		
2	EMD		EMD in shape of Bank draft to be made from any Nationalized Bank in favour of Accounts Officer OSRTC, Bhubaneswar		
3	Pre-Qualification Response		Annexure III: Pre-Qualification Checklist Document		
4	Details of Bidder		Annexure IV: Details of Bidder		
5	Power of Attorney for signing of Bid on stamp paper of rupees 500/-		Annexure V: Power of Attorney for signing of Bid		
6					
7	Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder		-	PQ1	
8	Copy of PAN Card		-	PQ1	
	Copy of GST Registration		-	PQ1	

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Sr. No.	Document	Description	Format	Pre-qualification clause	Yes/ No
9	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.	FY 16-17, FY 17-18, FY 18-19,	Annexure VI: Technical Capacity of the Bidder With all relevant support documents	PQ2	
10	Certificate from the Statutory Auditor / Chartered Accountant clearly stating Positive Net worth	FY 16-17, FY 17-18, FY 18-19,	Annexure VII: Financial Capacity of the Bidder With all relevant support documents	PQ3	
11	Self-declaration Non-Blacklisting Certificate		A self-certified letter signed by the Authorized Signatory of the Bidder on letter head	PQ4	
12	The Bidder should have experience of providing at least 50 manpower in a single work order issued by Government Department (ULBs,		LOA/Work Order/Contract Document	PQ5	
13	The Bidder should have registration with Employee Provident Fund Organization, Government of India and ESIC	Valid Registration Document	Valid Registration certification.	PQ6	

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Sr. No.	Document	Description	Format	Pre-qualification on clause	Yes/ No
14	The Bidder should have valid Labor license certificate from Labor Department Govt. of India/ Any State Government Department in India	Certificate	Valid labour license as on date of submission. Valid Labor license as on date of bid submission. If the bidder doesn't have a valid Labor License, they may submit an undertaking stating that, if selected they will apply for the license within one month	PQ 7	
15	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 on letter head	PQ-8	

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 Particulars 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 **for Manpower Services for Assisting Odisha State Road Transport Corporation (OSRTC) for Managing Bus Operations for a tenure of 3 years** 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 [•], 20[•]

For

(Signature, name, designation and address) Witnesses:

1.

2.

(Notarized)

Accepted

(Signature)

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(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*
- 3. Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure VI: Technical Capacity of the Bidder

The bidder shall submit technical qualification details in the below prescribed for as

Sr. No	Client Name	Year	Total Nos. of Manpower provided to the client	Work Order/Client Certificate
1				
2				
3				

Signature of the Authorized Signatory)

(Name and designation, address, email, phone and fax of the Authorized Signatory)

Date:

Annexure VII: Financial Capacity of the Bidder

Format for CA Certificate

(The format should be certified by Chartered Accountant)

Name of Bidder	Net worth (in INR Crores)
2016-17	
2017-18	
2018-19	

Sl. No.	Financial Year	Average Annual Turnover (INR Crore)
1	2016-17	
2	2017-18	
3	2018-19	
4	Average	

Name and 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 (three) 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 thisday of 2020.

Name of the CA:

Signature of Certifying CA:

Annexure VIII: Financial Proposal

To,

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

Ref: “Selection of Manpower Agency for assisting Odisha State Road Transport Corporation (OSRTC) for managing Bus Operations”

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

Name of the Project and scope of work	Financial Quote in percentage (without GST)
Selection of Manpower Agency for assisting Odisha State Road Transport Corporation (OSRTC) for managing 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.

The Financial Proposal is without any condition.

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)