



ODISHA STATE ROAD TRANSPORT CORPORATION; BHUBANESWAR

No. 617/OSRTC,

Bldg-33/22

Date. 27.09.2022.

REQUEST FOR EMPANELMENT (RFE)

The Chairman-Cum-Managing Director, OSRTC, Bhubaneswar has invited proposals for Empanelment of Construction agency to provide comprehensive Engineering Service through e-tendering process of Govt.web site, i.e. www.tendersodisha.govt.in.

The interested firms/persons should submit their proposals from dt.29.09.2022 to dt.18.10.2022 up to 3.00 PM and the same will be opened on dt.19.10.2022 at 4.00PM. For any doubt, agency/person may contact the under signed to address the issue during office hour.

The details of the terms and condition are available in the web site www.osrtc.in.

The Authority reserve the rights to accept or reject any or all proposals without assigned any reason thereof.

27.09.22
General Manager (A)
OSRTC, Bhubaneswar.



Request for Empanelment (RFE)

Construction Agencies for
Providing Comprehensive Engineering Services for
Building Works to Execute OSRTC Projects

RFE No. 620 Dated 27.09.2022

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

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Disclaimer

The information contained in this Request for Empanelment document (“RFE”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of OSRTC or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

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

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

OSRTC and its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed from part of this RFE or arising in any way in this Selection Process.

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

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

The issue of this RFE does not imply that OSRTC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, and OSRTC reserves the right to reject all or any of the proposals without assigning any reasons.

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

Part-I: Instructions to Applicants

1 Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites licensed construction agencies (here by agencies) to provide Comprehensive Construction Services (civil, electrical and plumbing). Bidder/ Agencies are advised to study this document carefully before submitting their proposals in response to the RFE 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 RFE document has been published on <https://osrtc.in> for the purpose of downloading. The downloaded RFE document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, Bidders/Agencies can contact **+91-94386 89207 or +91-8420167711, Email: cmdosrtc@gmail.com** or mailto: id-support-eproc@nic.in

- (i) Selection procedure shall be adopted as stipulated in this RFE.
- (ii) Bidder (authorized signatory) shall submit their proposal for eligibility and technical evaluation process.
- (iii) Bidders/Agencies are requested to submit the complete RFE response proposal, processing fee, well advance in time to avoid any other unforeseen problems.

Schedule of Bidding Process

#	Particulars	Details
1	Publication of RFE Notice	29.09.2022
2	Uploading of RFE document in OSRTC website	29.09.2022
3	Last date for pre-RFE queries Submission	07.10.2022 (05:00 PM)
4	Last date for proposal Submission	18.10.2022 (03:00 PM)
5	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
6	Date and time for opening of proposals	19.10.2022 (04:00 PM)

2 Introduction

2.1 Background

OSRTC possess the largest land in Odisha. OSRTC properties comprise more than 283 acres of land. The OSRTC properties have potential of generating an annual income of ₹12 crores if properly developed. OSRTC is mandated to undertake development of Bus Stands, Commercial Complex, Depots etc. on land parcels to provide public transport infrastructure, public amenities and to generate additional revenues for the Corporation and to prevent the problems of encroachment on OSRTC land. OSRTC has been allotted land parcels with commercial potential across the State at prime locations. Several sites are likely to be developed in future.

To expedite the utilization of the presently identified sites, as well as sites to be identified in future, OSRTC intends to invite applications towards empanelment of Construction Contractors / Construction Agencies /firms having in- depth experience in the field of Construction including civil & electrical works etc. for implementation of Building Works & activities as per the defined scope of work and eligibility criteria provisioned in this RFE document. The object of this Empanelment is to have a ready list of suitable and competent construction agencies for OSRTC's works to minimize the requirement of verification of their credentials at the time of individual tenders through Request for Proposal (RFP). This empanelment shall be used for strengthening Corporation's project execution capabilities across Odisha. This RFE proposals (**validity of RFE shall be for 90 days**) are invited for a period of 3 years* (it can be extended for additional two year after satisfactory completion of the 3rd year of business from the date of issue of the work order).

OSRTC shall have the right to utilize the empaneled agencies depending upon the workload, geographical needs and as per its sole discretion. The empanelment of construction agency / firm shall be initially valid for a period of **3 (Three) year** However, OSRTC reserves the right to curtail or extend period at its sole discretion. The empanelment shall be open to review by OSRTC and liable to suspension, cancellation, or any other such action at any time, if considered necessary by OSRTC, after issue of show cause notice.

OSRTC shall act as a Project Management Consultancy (PMC) to the empaneled agencies, wherein all necessary pre-construction activities including documentations like feasibility studies, site layout & plans, etc. would be provided by OSRTC to the selected construction agency for the specific project.

For the purpose of scope of work for the empaneled agencies, the term "building works" means construction of a residential or non-residential structure, consisting of foundation, walls, floors, roofs, finishing, civil and electrical services, complete, executed under a single contract with E&M component. In addition, building work shall also include boundary wall, repair and maintenance, additions, alterations, renovations, up-gradations, electrical installations, electrical and mechanical services of buildings but excluding standalone works of supply of materials, housekeeping, sweeping, care taking, watch & ward, operation, and maintenance of electrical and mechanical services through original equipment manufacturers and any other works involving Labor component only.

2.2 Broad Scope of Work

Broad spectrum of activities of the Construction Executing Agency will include but not be limited to:

- i. All the duties, liabilities, functions, and obligations as laid down shall be performed with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by OSRTC/concerned local authorities, the terms and conditions of the Agreement entered into between OSRTC and the selected construction agency within the given time frame & budget provisions.

- ii. To ensure proper quality control on site by the selected construction agency to maintain necessary site records and data in support of the same. Field and laboratory tests as and when required on materials of construction as well as partially or completely erected structures etc. shall be carried out and adequate records thereof maintained.
- iii. Complete day to day supervision of construction of the project ensuring quality management in accordance with tender stipulations, specifications, drawing and site conditions shall be carried out. Quality management shall be exercised at all stages of construction, viz approval of materials based on results of tests on materials, usage of materials in proper proportions and workmanship and inspection of construction equipment at all stages of execution of individual items of work.
- iv. Regular Monitoring of milestones targeted vs. achieved activities.
- v. Regular and timely flow of working drawing/instructions shall be ensured so as to complete the works without any delay on account of the same.
- vi. Cropping up of Extra items/substituted items and deviations should strictly be avoided. As regards grant of time extension cases, prior approval of OSRTC should be obtained.
- vii. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational, the same shall be coordinated by OSRTC's assistance, if need arises.
- viii. Verification of completed works and recommendation for payment by OSRTC of the selected construction agency's periodic or stage wise bills for the work done and material/plant advance shall be carried out recording joint measurement of work and certificate of the bills that the Work is in accordance with the design, quality etc. shall be issued while maintaining necessary site measurement records and other site records which shall be made available to OSRTC for verification/authentication, if required by OSRTC.
- ix. Establish procedures to verify performance and report progress and problems on time to OSRTC, including quality control reports, quantity survey records, requests for variation or change orders and claims & invoices.
- x. To review and certify work volume and ensure timely submission of interim payment invoices.
- xi. Ensure project financial management procedures are in place and are strictly followed, specifically relating to payments, financial accounting, requests for time extension, and claims & invoices.
- xii. Ensure that the Machinery used for construction will be of highest standard of reputed make and will adhere to standards and norms as applicable for Construction Equipment and Machinery. These standards itself take care of noise pollution control/ vibration control and air emission control.
- xiii. **Tendering Limit**
 - a. The empaneled contractors shall be eligible to bid for building works where the estimated cost put to tender is not more than their tendering limit, without pre-qualification or eligibility bid, but subject to bidding capacity, unless otherwise specified in the future RFPs.
 - b. The tendering limits of all classes of contractors are given below in Table 1:

Table 1

Sl. No.	Class of Contractor	Tendering limits of contractors (as per Odisha PWD, Govt. of Odisha Norms)
1	Super Class	Above ₹ 20.00 Crores
2	Special Class	Above ₹ 6.00 Crores and upto ₹ 50 Crores
3	A	Above ₹ 1.00 Crores and upto ₹ 20 Crores
4	B	Above ₹ 0.20 Crores and upto ₹ 3 Crores
5	C	Upto ₹ 0.40 Crores

- c. Above tendering limit of contractors may be changed as per notification approved by Govt. of Odisha time to time.
- d. The empaneled contractors in OSRTC can tender within their tendering limit for works all over the State. The tendering limit is uniform all over Odisha.
- e. The empanelment of a contractor in OSRTC shall only entitle him to participate in the tenders, subject to the conditions of each Notice Inviting Tender (NIT-RFP) in future. It does not confer any right or claim on him to qualify him or to award work to him. Only the empaneled agencies shall be entitled to bid in future.
- xiv. The applicant shall submit an undertaking in the application form to hire or otherwise procure the required engineering establishment, tools, plants, and machinery, if not already available with him. In case the construction agency fails to deploy the requisite engineering establishment, tools, plants, and machinery, either owned or hired as per requirement of work, then the construction agency shall be liable for disciplinary action.
- xv. If the applicant does not possess electrical license in his own name, he shall submit an undertaking in the application form to associate an agency having valid electrical license of appropriate voltage in its name issued by the State Government concerned under Section 45 of the Odisha Electricity Rules, 1956 as amended from time to time, for execution of work which requires such a license. Such associate agency shall keep valid electrical license throughout the period of execution of work by getting it renewed at suitable intervals. In the event of any default on the part of the contractor in this regard, his empanelment is liable to be cancelled.
- xvi. OSRTC reserves the right to do any modification, addition, alteration & variation in the scope of work/deliverables in the existing clauses as and when required with the consent of both the parties.

2.3 Submission of Applications & Empanelment Process

2.3.1 This RFE consists of following:

Part I: Instructions to Applicants (ITA)

Part II: Application and Proposal Forms (APF)

2.3.2 Applicants must carefully read the eligibility criteria (the “Eligibility”) provided in Para 4 of ITA and must meet these requirements to be eligible for applying for empanelment.

- 2.3.3 In case the Applicant considers that it possesses the requisite experience and the capabilities required for undertaking the assignments, it may submit an application in response to this invitation. The manner in which the Applications are required to be submitted, evaluated and accepted is explained in the various provisions of this ITA. An Applicant can submit application for empanelment depending upon the fulfillment of the eligibility criteria.
- 2.3.4 Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting OSRTC office, sending written queries to OSRTC on the date and time specified in this ITA. Please note that no cost of any such visit is reimbursable by OSRTC.
- 2.3.5 The empanelment of the Agencies shall be done on the basis of eligibility criteria provided in the document and performance in the interview of the Applicant, if required. The decision of OSRTC in this regard is final.
- 2.3.6 After the empanelment and as per the requirement of OSRTC in future from time to time, all the empaneled agencies, as per the location of the site(s) and the activity/activities, will be asked to submit the financial proposals. The empaneled Agencies shall have to submit their future financial offers according to the scope mentioned in the RFP, as and when called for.
- 2.3.7 The Applicant shall provide all the information sought under this RFE. OSRTC will evaluate only those Applications which are received in the requisite formats and complete in all respects. Application shall be submitted with a letter of proposal in the format specified in Form-1. All forms should be submitted duly certified by the Authorized Signatory of the participating firm.
- 2.3.8 The Application will contain the following documents:
- i. Requisite Empanelment Fee in the form of Demand Draft / Banker's Cheque in favor of "ACCOUNT OFFICER, OSRTC", payable at Bhubaneswar or copy of receipt of online payment.
 - ii. Annexure I: Covering Letter (On the Letterhead of the applicant)
 - iii. Annexure II: Request for Clarification
 - iv. Annexure III: Eligibility Checklist
 - v. Annexure IV: Details of Bidder
 - vi. Annexure V: Power of Attorney (on Stamp paper)
 - vii. Annexure VI: Non-blacklisting declaration
 - viii. Annexure VII: Self-declaration for Non-Performance

2.3.9 ENVELOPE of the Application should be marked as: -

RFE No. XXX Dated DD.MM.YYYY

"Empanelment of Construction Contractors / Construction Executing Agencies with OSRTC for providing services for development of OSRTC Properties across Odisha"

The above envelope should be addressed to: -

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

- 2.3.10 The Applicant has to sign all the pages of the Application document and certificates etc.
- 2.3.11 The requisite Empanelment Fee shall be kept in Envelope-I. The other documents need to be placed in another bigger envelope marked as Envelope-II and then both the envelopes are to be kept in another envelope super scribed as mentioned in Para 2.2 above.
- 2.3.12 Applicants may download the RFE document from the websites of OSRTC. All notices related to the RFE document including clarifications / amendments / addendums to the RFE document shall be available on www.osrtc.in under “Bids & Tenders”. The downloaded RFE document shall be considered valid for participation in the evaluation process subject to the submission of required document fee. For any type of clarifications, bidder can contact
+91 94386 89207 or +91-8420167711, Email: cmdosrtc@gmail.com.
- 2.3.13 All communications, including the envelopes, should contain the information as desired, to be marked at the top in bold letters as mentioned in clause 2.2.
- 2.3.14 A single stage RFE process for selection of the Bidders/ Agencies for final tendering process. The selection process involves eligibility criteria and credentials of interested Bidders/ Agencies. After scrutiny of the Request for Empanelment (RFE), OSRTC will come up with a detailed Empaneled Construction Agencies List.
- 2.3.15 The validity of RFE shall be for 90 days.
- 2.3.16 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**

- 2.3.17 Applications received after the deadline of submission shall be returned unopened. Late / Delayed applications will not be considered.

2.4 Empanelment Fee for RFE

- i. The Applicant, along with their application, must submit the Empanelment Fee, as prescribed in Table 2 below in the form of demand draft/banker’s cheque in favor of “**ACCOUNT OFFICER, OSRTC**” payable at **Bhubaneswar (the “Empanelment Fee”)**. In case of online payment or NEFT/ RTGS sent by the applicants, the relevant UTR no./ Receipt need to be attached and kept in Envelope-I.
- ii. The Fee shall be non-refundable. The applicants are, therefore, advised to ensure that they fulfill the prescribed eligibility requirements of empanelment before applying.

Table 2

Sl. No.	Class of Contractor	Empanelment Fee (in ₹)
1	Super Class	1,50,000
2	Special Class	1,00,000
3	A	80,000
4	B	70,000
5	C	50,000

- iii. OSRTC shall not be responsible for refund of empanelment fee paid online more than once on account of multiple transactions. Application not accompanied by the Empanelment Fee shall be summarily rejected.

3 Instructions to Bidders/Agencies

3.1 General Terms:

- 3.1.1 An agency is eligible to submit only one proposal/ response for the RFE as per the formats given in Part-II.
- 3.1.2 RFE documents are being provided only as preliminary reference document by way of assistance to the Bidders/Agencies who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the RFE documents shall be binding on OSRTC nor confer any right on the agency and OSRTC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFE documents.
- 3.1.3 The Bidders/Agencies should submit a Power of Attorney as per the format at **Form-3: Power of Attorney for signing of proposal, authorizing the signatory of the response.**

3.2 Acknowledgement by Agency:

It shall be deemed that by submitting the RFE response/proposal, the agency has:

- 3.2.1 Made a complete and careful examination of the RFE Documents.
- 3.2.2 Received all relevant information requested from OSRTC.
- 3.2.3 Accepted the risk of inadequacy, error or mistake in the information provided in the RFE Documents or furnished by or on behalf of OSRTC relating to any of the matters referred to in above.
- 3.2.4 Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed proposal, execution of the Project in accordance with the RFE Documents and performance of all of its obligations there under.
- 3.2.5 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the proposal 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 OSRTC, or a ground for termination of the proposal by the Agency.
- 3.2.6 Acknowledged that it does not have a Conflict of Interest; and
- 3.2.7 Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.2.8 Made a complete and careful examination of the Documents.
- 3.2.9 Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of OSRTC relating to any of the matters referred to in above.
- 3.2.10 Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Proposal, execution of the service in accordance with the Bidding Documents and performance of all of its obligations there under.

3.2.11 Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidders/Agencies 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 OSRTC, or a ground for termination of the Contract Agreement by the Agency.

3.2.12 Acknowledged that it does not have a Conflict of Interest; and

3.2.13 Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3 Cost of Bidding:

3.3.1 Bidders/Agencies are invited to examine all information relevant to the contract 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 contract including implementation of the contract.

3.3.2 The Bidders/Agencies 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.

3.4 Verification and Disqualification:

3.4.1 OSRTC shall not be liable for any omission, mistake or error in proposals submitted by the Bidders/Agencies. OSRTC reserves the right to verify all statements, information and documents submitted by the Bidders/Agencies in response to the RFE or the Bidding Documents and the Bidders/Agencies 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 Bidders/Agencies of its obligations or liabilities hereunder nor will it affect any rights of OSRTC there under. OSRTC reserves the rights to decide to ask any clarification and decide to consider the same.

3.4.2 OSRTC reserves the right to reject any proposal if:

3.4.2.1 At any time, a material misrepresentation is made or uncovered, or

3.4.2.2 The Bidders/Agencies does not provide, within the time specified by OSRTC, the supplemental information sought by OSRTC for evaluation of the RFE.

3.5 Proprietary data:

3.5.1 All documents and other information supplied by OSRTC or submitted by Bidders/Agencies to OSRTC shall remain or become the property of OSRTC. Bidders/Agencies are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. OSRTC shall not return any proposal, or any information provided therewith.

3.6 Language, Format and Signing of Proposal:

3.6.1 The proposal, as well as all correspondence and documents relating to the RFE, exchanged between OSRTC and the Bidders/Agencies shall be written in English Language. Any printed literature furnished by the Bidders/Agencies written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidders/Agencies, in which case, for purposes of interpretation of the RFE, the translation shall govern.

- 3.6.2 The Bidder shall provide all the information sought under this RFE. OSRTC will evaluate only those response that are received in the required formats and complete in all respect. The eligibility and technical criteria documents shall be submitted as per the check list provided in Annexure.
- 3.6.3 Bidders/Agencies shall furnish the required information in their Proposal in the enclosed formats only as per the Annexure to the RFE. Any deviations with respect to this may make their Proposal liable for rejection.
- 3.6.4 The Bidders/Agencies shall submit eligibility and technical criteria documents in accordance with this RFE. The Bidders/Agencies shall submit the proposal by Speed Post/ Courier service or submit by hand with The General Manager (Admin), Odisha State Road Transport Corporation, Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha.
- 3.6.5 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 Proposal and consequent losses, if any, suffered by the Bidders/Agencies.
- 3.6.6 Proposal submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 3.6.7 Proposals should be submitted before 3:00 PM on the Due Date as specified in the RFE. The **Envelope** containing processing fee as per RFE along with Eligibility documents, signed copy of the RFE, technical criteria documents shall be submitted at the address provided in the manner and form as detailed in this RFE within the due date and time as specified in the RFE.
- 3.6.8 OSRTC may, in its sole discretion, extend the RFE Due Date by issuing an Addendum.
- 3.6.9 Proposals received after the specified time shall not be eligible for consideration and shall be summarily rejected.

3.7 Validity of Proposal:

- 3.7.1 Proposal shall remain valid for a period of 90 (Ninety) days from the date of opening of RFE response proposal.
- 3.7.2 In exceptional circumstances, prior to expiry of the original validity period, OSRTC may request the Bidders/Agencies to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

3.8 Correspondence with Bidders/Agencies:

- 3.8.1 OSRTC shall not entertain any correspondence with any Bidders/Agencies in relation to acceptance or rejection of any proposal.

4 Evaluation of RFEs

4.1 RFE Evaluation Committee

- 4.1.1 OSRTC shall constitute an Evaluation Committee to evaluate the responses of the Bidders/Agencies.
- 4.1.2 The RFE Evaluation Committee shall evaluate the responses and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- 4.1.3 The decision of the RFE Evaluation Committee in the evaluation of responses to the RFE shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

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- 4.1.4 The RFE Evaluation Committee may ask for meetings with the Bidders/ Agencies to seek clarifications on their proposals. The Bidders/Agencies shall submit requisite supporting documents/ certificates on the credentials. The committee may visit Bidders/ Agencies' client site to validate the credentials/ citations claimed by the Bidders/ Agencies.
- 4.1.5 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFE.
- 4.1.6 The RFE Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the Bidders/Agencies.
- 4.1.7 The RFE Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 4.1.8 The RFE Evaluation Committee reserves the right to reject any or all proposals entail the basis of any deviations.

4.2 Overall Evaluation Process

- 4.2.1 The evaluation of the Bids shall be done as per the RFE, where the Bidders/ Agencies shall be first evaluated against the eligibility Criteria mentioned in Clause 4.3.
- 4.2.2 Only those Bidders/ Agencies who meet the eligibility criteria shall be considered for further assessment of the technical criteria.
- 4.2.3 To facilitate the evaluation of the Proposal, OSRTC may at its sole discretion, seek clarifications from any Bidders/ Agencies regarding its Proposal. Such clarifications shall be provided by the Bidders/ Agencies within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- 4.2.4 If any Bidders/ Agencies do not provide clarifications sought as above, within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, OSRTC may proceed to evaluate the Proposal by construing the requiring clarification to the best of its understanding and the Bidders/Agencies shall be barred from subsequently questioning such interpretation by OSRTC.
- 4.2.5 OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

4.3 Eligibility Criteria

- 4.3.1 Before opening and assessment of the technical proposals, Bidders/Agencies eligibility would be evaluated to assess their compliance to the following criteria. Bidders/Agencies failing to meet these criteria or not submitting requisite proof for supporting eligibility criteria are liable to be rejected at the preliminary level. The Bidders/Agencies shall fulfill all the following eligibility criteria independently, as on date of submission of proposal.

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ1	Legal Entity	The Bidders/ Agencies should be a <ul style="list-style-type: none"> a. Sole proprietorship b. Partnership firm c. Limited liability partnership d. Private limited company e. Public limited company 	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of
			Copy of PAN/ TIN/ TAN
			Copy of GST Registration
PQ2	Construction Entity	Should have valid Construction license for as per classification of the Contractor	Copy of License document

Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ3	Financial Capacity	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 18-19, FY 19-20, FY 20-21) should be i. Super Class: 30 Cr ii. Special Class: 15 Cr iii. A Class: 6 Cr iv. B Class: 3 Cr v. C Class: 0.40 Cr	Copies of audited financial statements (In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.)
PQ4	Net worth	The Bidders/Agencies should have positive net worth for last three (3) financial years (FY). (FY 18-19, FY 19-20, FY 20-21)	Certificate from the Statutory Auditor clearly stating Positive Net worth.
PQ5	Blacklisting	The Bidders/ Agencies 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 proposal.	A self-certified letter signed by the Authorized Signatory of the Bidders/Agencies in the Company Letterhead.
PQ6	Work Experience	The Bidders/ Agencies should have successfully completed construction works for any Central/ State/ PSU/ ULBs/ Large Private Sectors in last 5 Years from the date of submission of proposal.	Work Order/ Contract Documents/ Client Certificate and Completion Certificate/ Letter/ Client Letter
PQ7	Relevant Public Utility Infrastructure (Bus terminal, Hospital, School/ College, Railway Station, Indoor Stadiums, Offices etc.) Work Experience	The Bidders/ Agencies should have successfully completed Public Utility Infrastructure project for any Central/ State/ PSU/ Govt. bodies/ Private Sectors in last 5 Years from the date of submission of proposal.	Work Order/ Contract Documents/ Client Certificate and Completion Certificate/ Letter/ Client Letter
PQ8	Non-Performance Declaration	A Bidders/ Agencies should, in the last 5 (five) 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 Bidders/Agencies, 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	A self-certified letter signed by the Authorized Signatory of the Bidders/Agencies in the Company Letterhead.

Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works

No.	Type	Pre-Qualification Criteria	Documents to be submitted
PQ9	Local Presence	The company should have a branch office or its head office in Odisha.	Address Proof supporting document.

Note:

1. *The existing empanelment of contractor shall stand **null and void** after successful closure of this empanelment process.*
2. *Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI from participating in any project and the bar subsists as on the date of Proposal submission, would be disqualified. It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/firm/agency shall be disqualified if fail to provide any of the specified documents.*

OSRTC may seek clarifications from the Bidders/Agencies on the eligibility criteria on the submitted documents; however additional document cannot be produced by Bidders/ Agencies as clarification except the documents submitted.

4.4 Contacts during RFE Evaluation:

Proposals 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 Bidders/Agencies. While the Bids are under consideration, Bidders/Agencies 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.

4.5 Empanelment process

Based on the assessment of the Applicant, the list of empaneled construction agencies will be prepared, and the Applicants will be informed by OSRTC.

- i. Applicant will be asked to submit its acceptance of empanelment within 15 (fifteen) days.
- ii. If the empaneled agencies fail to comply with the stipulation timeline unless any period is relaxed by OSRTC for compelling and genuine reasons; the decision of OSRTC in such case would be absolute & final.

4.6 Limitation of Liability

Notwithstanding anything contained in the Contract, it is agreed that OSRTC shall not be liable to the Applicant, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee payable for the services provided under the Contract.

4.7 Future Assignments

- i. In future from time to time as per the requirement, OSRTC shall invite the Request for Proposal (the "RFP") for development of OSRTC properties from the empaneled construction agencies as & when necessity arises.
- ii. Within 30 (thirty) days (or as the time limit given in RFP) of such request by OSRTC, the

empaneled agencies(s) shall be required to submit their financial proposal of the RFP along with requisite bid security.

- iii. The **Lowest bidder (L1)** against the future RFPs and upon successful completion of negotiations, if required, shall be considered for issue of Letter of Award (LOA). The selected construction agency shall be required to send its acceptance of LOA within 07(seven) days of issue of LOA.
- iv. The selected agency shall be required to sign a Contract Agreement within 15 days of acceptance of issued LOA or within the time as extended by OSRTC due to administrative reasons and commence the work within 15 (fifteen) days of signing of Contract Agreement.
- v. If the agency fails to comply with any of the conditions unless any period is relaxed by OSRTC for compelling and genuine reasons, the decision of OSRTC in such case would be absolute & final. However, the Applicant may be continued to be kept in the list of empaneled agencies for other future assignment(s).

4.8 Schedule of Payment

Under the terms & conditions of the Contract Agreement, payments to the selected construction agency will be made in accordance with the laid down schedule in the Terms of Reference in RFP for future assignments.

4.9 Other Conditions

In case of any re-tendering, extension of tender submission dates, delay in inviting tenders etc. due to administrative/legal reasons, OSRTC reserves the right to either discontinue the services of the empaneled agencies(s) without any claims whatsoever or to direct the existing empaneled agencies(s) to continue their services till successful completion of the activities in such extended/re-tendered process. OSRTC's decision in this regard shall be final and binding on the empaneled agencies.

If an empaneled agency failed to submit three consecutive financial proposals for future RFPs, for reasons other than the Conflict-of-Interest issues, then OSRTC reserves the right of taking action to remove the name of the agency from the list of empaneled agencies. OSRTC's decision in this regard shall be final and binding on the empaneled agencies.

4.10 Disqualification

The Applicants may note that they are liable to be disqualified and not considered if.

- a. Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false, and misleading:
- b. If Applicants have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Request for Empanelment.
- c. If the Applicants attempt to influence any member of the committee. OSRTC reserves its right to take appropriate action including disqualification of Applicant as may be deemed fit and proper by OSRTC at any time without giving any notice to the Applicant in this regard. The decision of OSRTC in the matter of disqualification shall be final and binding on the Applicant.

4.11 Final Decision-Making Authority

OSRTC reserves the right to extend the date of submission of the Request for empanelment or cancel the Request for empanelment or accept any Request for proposal or reject any or all Applicants or annul this Request for empanelment process without assigning any reason and without incurring any liability whatsoever or to re-invite Request for empanelment at its sole discretion.

4.12 Arbitration

Except where otherwise provided for in this RFE, all questions, interpretation and disputes arising out of this RFE shall be referred to the sole arbitrator to be mutually appointed by both the parties under the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

The seat of arbitration shall be in Odisha and the Arbitration Proceeding shall be conducted in English language. The award of the arbitrator shall be final, conclusive, and binding on all parties.

4.13 Jurisdiction

Disputes of any nature howsoever that may arise in connection with this RFE shall be subjected to the jurisdiction of courts situated in Odisha only.

4.14 Governing Law

This RFE shall be governed by the laws of Odisha.

ANNEXURES

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

Sub: Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works

Dear Sir,

Being duly authorized 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 RFE, for your evaluation. We confirm that our Proposal is valid for a period of 90 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 Empanelment.

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 not done any act, deed or thing which is or could be regarded as anti-competitive.

Duly signed by the Authorized Signatory of the Applicant

Name:

Title:

Address of the Authorized Signatory:

Annexure II: Request for Clarification

The Bidders/Agencies 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.	RFE Reference (Section No., Clause, Page No.)	Content of RFE	Clarification Sought	OSRTC Response (Space to be left blank by the Bidder)
1				
2				
3				

Annexure III: Eligibility Checklist

No.	Type	Pre-Qualification Criteria	Documents to be submitted	Pg. No.
PQ1	Legal Entity	The Bidders/ Agencies should be a f. Sole proprietorship g. Partnership firm h. Limited liability partnership i. Private limited company j. Public limited company	Copy of Certificate of Incorporation/ Registration/Partnership deed signed by Authorized Signatory of	
			Copy of PAN/ TIN/ TAN	
			Copy of GST Registration	
PQ2	Construction Entity	Should have valid Construction license for as per classification of the Contractor	Copy of License document	
PQ3	Financial Capacity	Average financial turnover of the Bidder during the last 3 (three) financial years (FY 18-19, FY 19-20, FY 20-21) should be vi. Super Class: 30 Cr vii. Special Class: 15 Cr viii. A Class: 6 Cr ix. B Class: 3 Cr x. C Class: 0.40 Cr	Copies of audited financial statements (In case the audited financial statement of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.)	
PQ4	Net worth	The Bidders/Agencies should have positive net worth for last three (3) financial years (FY). (FY 18-19, FY 19-20, FY 20-21)	Certificate from the Statutory Auditor clearly stating Positive Net worth.	
PQ5	Blacklisting	The Bidders/ Agencies 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 proposal.	A self-certified letter signed by the Authorized Signatory of the Bidders/Agencies in the Company Letterhead.	
PQ6	Work Experience	The Bidders/ Agencies should have successfully completed construction works for any Central/ State/ PSU/ ULBs/ Large Private Sectors in last 5 Years from the date of submission of proposal.	Work Order/ Contract Documents/ Client Certificate and Completion Certificate/ Letter/ Client Letter	

Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works

No.	Type	Pre-Qualification Criteria	Documents to be submitted	Pg. No.
PQ7	Relevant Public Utility Infrastructure (Bus terminal, Hospital, School/ College, Railway Station, Indoor Stadiums, Offices etc.) Work Experience	The Bidders/ Agencies should have successfully completed Public Utility Infrastructure project for any Central/ State/ PSU/ Govt. bodies/ Private Sectors in last 5 Years from the date of submission of proposal.	Work Order/ Contract Documents/ Client Certificate and Completion Certificate/ Letter/ Client Letter	
PQ8	Non-Performance Declaration	A Bidders/ Agencies should, in the last 5 (five) 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 Bidders/Agencies, 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 Bidders/ Agencies.	A self-certified letter signed by the Authorized Signatory of the Bidders/Agencies in the Company Letterhead.	
PQ9	Local Presence	The company should have a branch office or its head office in Odisha.	Address Proof supporting document.	

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 Proposal for pre-qualification and submission of our proposal for **"Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works"** including but not limited to signing and submission of proposals, 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 Agreement and undertakings consequent to acceptance of RFE, generally dealing with OSRTC in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into 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)

(Name, Title and Address of the Attorney)

Notes:

Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works

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 & 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 here under on behalf of the Bidder.*

Annexure VI: Non-blacklisting declaration

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 proposal).

We further confirm that we are aware that our proposal for the **“Request for Empanelment for Construction Agencies for Providing Engineering Services for Building Works”** would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFE at any stage of the bidding process or thereafter during the agreement period. Dated this..... Day of 20.....

“
Name of the bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure VII: Self-declaration for Non-Performance

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

Name of the bidder

Signature of the Authorized person

Name of the Authorized person