ODISHA STATE ROAD TRANSPORT CORPORATION; BHUBANESWAR

No. 4522 /Estate-35/2012 dt. 19/04/74

TENDER NOTICE

TENDER FOR LICENSE ON RENT BASIS OF THE OSRTC LAND AND BUILDING AT BARALAPOKHARI, CHARAMPA, BHADRAK.

Sealed tenders are invited from intending persons/firms/institutions for license on rent basis of the OSRTC land and building at Baralapokhari, Charampa, Bhadrak. For details please visit the website www.osrtc.in. Down loaded forms will be acceptable on payment of Rs.1120/- (Rupees One thousand one hundred twenty)only including all taxes per set in favour of Accounts Officer, OSRTC, Bhubaneswar to be drawn on G.P.O., Bhubaneswar.

The sealed tender papers will be received by the undersigned upto 3.00 P.M. on 26/07/2024 and the same will be opened on the same day at P.M. at Corporate Office, OSRTC, Bhubaneswar.

By order of Managing Director, OSRTC.

General Manager(A)
OSRTC, Bhubaneswar



Odisha State Road Transport Corporation

Tender

for

license on Rent Basis of the OSRTC Land and Building at Baralapokhari, Charampa, Bhadrak

[Tender No 4522 Date: 19/07/2024]

Issued By

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

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Disclaimer

The information contained in this Tender 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 Tender 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 TENDER is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this TENDER. This TENDER 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 TENDER 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 TENDER. The assumptions, assessments, statements and information contained in this TENDER, 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 TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER 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 and 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 TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed from part of this TENDER or arising in any way in this Empanelment 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 TENDER.

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 TENDER.

The issue of this TENDER 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 Empanelment Process.

1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites bidder for "License on rent basis of the OSRTC land and building at Baralapokhari, Charampa, Bhadrak." Persons / Agencies/ Institutions are advised to study this document carefully before submitting their proposals in response to the TENDER Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on https://osrtc.in for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee. For any type of clarifications, bidder can contact +91 9437038576, Email: osrtc@nic.in / osrtccorp@gmail.com

The selection procedure shall be adopted as stipulated in this TENDER.

- i. Bidder(s) (authorized signatory) shall submit their proposal for eligibility and technical evaluation process.
- ii. Bidders/Agencies are requested to submit the complete TENDER response proposal, processing fee, well advance in time to avoid any other unforeseen problems.

2. Schedule Bidding Process

#	Particulars	Details
1	Publication of TENDER Notice	20/07/2024
2	Uploading of TENDER document in OSRTC website	20/07/2024
3	Last date & time for Submission of Queries	22/07/2024
4	Response to Queries / Clarification	23/07/2024
5	Last date for Bid Submission	26/07/2024 (03:00 PM)
6	Place of submission of proposals:	General Manager (Admin) Odisha State Road Transport Corporation Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha
7	Date and time for opening of bids	26/07/2024 (04:00 PM)
8	Date and time for opening of financial bids	-To be intimated-

3. Introduction

3.1 Background:

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the "Tender Issuing Authority" or "TIA") is engaged in bus transportation operation in 314 routes and as part of this endeavour, the TIA has decided to empanel "License on rent basis of the OSRTC land and building at Baralapokhari, Charampa, Bhadrak" and has, therefore, decided to carry out the bidding process for Empanelment of entities to whom the contract may be awarded.

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

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

3.2 Brief Description of Bidding Process:

The TIA has adopted a three Stage Bidding Process (collectively referred to as the "Bidding Process") for Empanelment of the Bidder for award of the Project. The Empanelment process involves 3 envelope Empanelment procedures, Pre-qualification of interested Bidders, Technical Qualification and Financial Quotation in accordance with the provisions of this TENDER.

The Bidder shall pay to the TIA a non-refundable sum of **INR 1,000/-** (Rupees One Thousand only) + GST (18%), as '**Tender processing Fee**'.

- I. The details of the Bid submission are mentioned in this TENDER.
- II. The validity of the Bid shall be as specified in this TENDER.
- III. In terms of the TENDER, a Bidder will be required to deposit, along with the Bid, Tender Processing Fee as specified in this TENDER & Earnest Money Deposit (EMD) in accordance with this TENDER.

3.3 Pre-Bid Response:

Bidder requiring any clarification on the TENDER may send in their queries to **osrtc@nic.in** / **osrtccorp@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
- 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 should be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.

- OSRTC may also on its own motion, if deemed necessary, issue interpretations and clarifications
 to all Bidder. All clarifications and interpretations issued by OSRTC shall be deemed to be part
 of the Bidding Documents. Verbal clarifications and information given by OSRTC, or its
 employees orrepresentatives shall not in any way or manner be binding on OSRTC.
- In case of any clarification/ queries, the person to be contacted is as under:

The General Manager (Admin.)

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

4. Instructions to Bidder

4.1 General Terms of Bidding:

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

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

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

4.2 Acknowledgement by Bidder:

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

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

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

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

4.3 Cost of Bidding:

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

4.4 Verification and Disqualification:

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

4.5 Amendment of TENDER:

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

4.6 Proprietary data:

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

4.7 Language, Format and Signing of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this TENDER. The TIA will evaluate
 only those Bids that are received hardcopy in the required formats and complete in all respects.
 The Pre- qualification and Technical proposal shall be submitted as per the check list provided in
 Annexures.
- The 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.
- The Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the TENDER. Any deviations with respect to this may make their Bid liable for rejection.
 - o As part of Pre-Qualification, the following shall form part of the proposal (Envelope I):
 - i. Tender Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank.
 - ii. EMD* fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank.
 - iii. Annexure I: Covering letter.
 - iv. Annexure III: Pre-Qualification Checklist and Supporting documents.
 - v. Annexure IV: Details of Bidder
 - vi. Annexure V: Power of Attorney
 - vii. Annexure VI: Self-Declaration for Non-Blacklisting

- viii. Annexure VII: Declaration for Non-Performance
- ix. Annexure VIII: No Dues Self Declaration
- As part of Technical-Qualification, the following shall form part of the proposal (Envelope II):
- i. Annexure IX: Technical Evaluation Checklist
- ii. Annexure X: Financial Capacity of the Bidder
- As part of Financial Proposal, the following shall form part of the proposal (Envelope III):
- Annexure XI: Financial Proposal of the Bidder
- The Bidder shall submit Pre-Qualification, Technical Qualification proposal & Financial Proposal in the format specified in Annexures and in accordance with this TENDER. The Bidder shall submit the hard copy and soft copy in Pen drive.
- Pre-Qualification, Technical Qualification proposal, Tender Processing fees in a sealed envelope in accordance with TENDER by Speed Post/ Courier service or submit the proposal with The General Manager (Admin), Odisha State Road Transport Corporation, Parivahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar- 751001, Odisha.
- The cover Envelope IV shall clearly bear the following identification: License on rent basis of the OSRTC land and building at Baralapokhari, Charampa, Bhadrak 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 Parivahan Bhavan, Sachivalaya Marg, Unit-II Bhubaneswar-751001, Odisha

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

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

4.8 Validity of Bid:

- Bids shall remain valid for a period of 90 (Ninety) days.
- 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 fitting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance all respects.

4.9 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or

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

4.10 Correspondence with Bidder:

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

4.11 Earnest Money Deposit (EMD):

- The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of INR 1,00,000/- (Rupees One Lakh) in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive*.
- The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. The 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 up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- OSRTC shall be entitled to for it 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 TENDER, shall be deemed to have
 acknowledged and confirmed that OSRTC will not suffer loss and damage on account of
 withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No
 relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
 - If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this TENDER.
 - o If a Bidder withdraws its Bid during the period of Bid validity as specified in this TENDER and as extended by the Bidder from time to time.
 - o In the case of successful Bidder, fails within the specified time limit:
 - I. to sign the Agreement and/or

- II. to furnish the Performance Bank Guarantee within the period prescribed in the Contract Agreement; or
- III. In case the successful Bidder, having signed the Agreement, commits any breachthereof prior to furnishing the Performance Bank Guarantee.

5. Evaluation of Bids

5.1 Bid Evaluation Committee

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

5.2 Overall Evaluation Process

- The evaluation of the Bids shall be done in 3 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in this TENDER.
- Only those bidders who meet the Pre-qualification criteria shall be considered for further evaluation of the Technical Proposal.
- To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the required clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- Any information contained in the Bid shall not in any way be construed as binding on OSRTC,

its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.

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

5.3 Pre-Qualification Proposal Criteria

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

SI. No.	Basic Requirement	Specific Requirement	Documents required
PQ1 Tender fees Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar		Bank/Demand Draft	
PQ2 EMD EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar		Bank/Demand Draft	
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	 Copy of Certificate of Incorporation/ Registration/ Proprietorship deed signed by Authorized Signatory of the Bidder. Copy of PAN/ TIN/ TAN
			Valid GSTIN and copy of GST Registration Certificate.
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 3 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years.
			Certificate duly signed by Statutory Auditor of the Bidder for total turnover.

SI. No.	Basic Requirement	Specific Requirement	Documents required
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this TENDER in the stipulated format under Annexure-X
PQ6	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder
PQ 7	Non- performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-VII in letterhead.
PQ 8	Self- Declaration	The Bidder should submit a No Dues Affidavit certificate that there is No outstanding dues pending till the date of publication of RFP.	A self-declaration signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-X in letterhead.

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

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

5.4 Evaluation of Technical Bid:

- Weighted Technical Mark (TM) will be given based on the evaluation of the Technical Bid and based on the presentation delivered by the eligible bidder as per the Evaluation Criteria mentioned in the TENDER. The presentation will be held on as per date mentioned in the Data Sheet.
- An actual **technical mark below 70** shall disqualify the bid as technically non-responsive. A financial bid of only technically responsive bidders shall be opened.

5.5 Technical Evaluation Criteria:

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

SI. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ1	The Bidder having Head Office/ Branch Office at the State of Odisha.	Relevant Certificate	10	GSTIN / Registration/ Incorporation certificate.
TQ2	The bidder shall have Minimum average annual turnover of the organization must be INR 3 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	 For INR 3 lakh – 3.50 lakh – 5 marks For INR 3.51 lakh– 4 lakh – 10 marks For INR 4 lakh – 5 lakh – 15 marks More than INR 5 Lakhs – 20 marks 	20	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years
TQ3	The bidder shall have prior experience with Transport sector.	Parking, License of Land & Building in the relevant sector.	10	A copy of work orders / agreement / client certificate
TQ4	The Bidder have prior work experience on similar work within the State of Odisha.	Experience Certificate	20	A copy of work orders / agreement / client certificate.

SI. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ6	Approach and Methodology	Understanding Scope of Assignment: 10 Marks	40	Detailed Document
		Quality of methodology, equipment proposed: 20 Marks.		
		Best Practices case Study: 10 Marks		

5.6 Evaluation of Financial Bid:

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

- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be submitting to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.
- The technical proposal should not contain any financial information, if found some shall be considered as rejected.

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

5.7 Selection of Bidder:

- Quality cum cost-based selection (QCBS) will be followed during the overall selection process. Only the bidders fulfilling the Pre-qualification Criteria are allowed to participate in this tender. Envelope II marked "Technical Bid" shall be opened first. Envelope III marked "Financial Bid" shall be kept sealed for opening as per the communicated date.
- Technical Bid Score carries 70% of the weightage while Commercial bid Score Marks carries 30% of the weightage.
- The Bidders would be technically evaluated out of 100 marks. All the bidders who secure an
 overall minimum of 70 Marks out of 100 across all components in Technical Evaluation will
 be considered technically qualified. The Technical Evaluation Committee will be assigning
 technical marks individually. The final technical marks for a bidder will be calculated as the

average of the marks assigned.

- The overall score will be calculated as follows:
 - i. Technical Score of the Bidder (TS) = Technical Marks scored by bidder X 70%
 - ii. Commercial Score of the Bidder (CS) = Commercial Quote of the Lowest Bidder x 100 x 30% / Commercial Quote of the Bidder.
 - iii. Final Composite Bid Score (CBS):

The Technical Score (TS) and Commercial Score (CS) secured by each bidder will be considered for computing the Final Composite Bid Score.

- The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for the award of the Project.
- The overall score will be calculated as follows: -
- CBS = TS + CS Where,
 - i. CBS = Final Composite Bid Score
 - ii. TS = Total Technical score of the bidder (out of maximum of 100 marks)
 - iii. CS = Commercial Score of the bidder
- After selection, a Letter of Award (LOA) shall be issued, in duplicate, by OSRTC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, the bidders shall have to sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Successful Bidder is not received by the stipulated date, OSRTC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by OSRTC on account of failure of the Successful Bidder to acknowledge the LOA.
- After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between TIA and the Successful Bidder within 30 days from the date of issue of LOA. The Date of execution of the Contract Agreement between TIA and Successful Bidder shall be identified as Commercial Operation Date (COD).
- The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

5.8 Contacts during Bid Evaluation:

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

5.9 Signing of Contract:

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

5.10 Failure to agree with the Terms & Conditions of this TENDER:

Failure of the successful bidder to agree with the terms and conditions of this TENDER shall constitute sufficient grounds for the annulment of the award, in which event TIA may call for new proposals and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

5.11 Performance Bank Guarantee:

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

- The bidder shall carry out the services in conformity with the requirements of this TENDER, generally accepted professional and technical norms relevant to such projects and to the satisfaction of TIA.
- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
- After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. The amount of the performance security shall be 5 % of Total Contract Value.
- The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LoA).
- The Performance Bank Guarantee may be discharged/ returned by TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
- OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

5.12 Execution of Agreement:

o After acknowledgement of the Work order as aforesaid by the selected firm, it shall execute the

Contract Agreement within the period of 7 days from the date of issuance of Work order. The selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

5.13 Commencement of Agreement:

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

5.14 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.

6. Site Details

The Tender Issuing Authority envisions to license on rent basis of the OSRTC Land and Building at Charampa, Bhadrak

SI. No	Name of the Land Parcel	Area of Land Parcel
1	Charampa, Bhadrak	3.390

Tender for license on Rent Basis of the OSRTC Land and Building at Cha	rampa, Bhadrak
ANNEXURES	
	Page 24 of 39

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

To The General Manager (Admin.)	Date:
Odisha State Road Transport Corporation Parivahan Bhavan, Sachivalaya Marg, Uni Bhubaneswar-751001, Odisha	•
Ref: "License on rent basis of the OSRTC I Bhadrak"	and and building at Baralapokhari, Charampa,
referred to as "the Applicant") and having requirements and information provided and Proposal on behalf of	ct on behalf of
We also hereby agree and undertake as under	er
• .	ditions, whether implied or otherwise, contained in nat our Proposal is unconditional in all respects, and der.
	reparation and submission of our Proposal, we have applicant or other person(s) and also not done any as anti-competitive.
	Yours faithfully
	For and on behalf of (Name of Applicant)
Duly signed by the Authorised Signatory of to (Name, Title, and Address of the Authorised St	••

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>>

SI. No.	TENDER Reference (Section No., Clause, Page No.)	Content of TENDER	Clarification Sought	OSRTC Response (space to be left blank by the Bidder)
1				
2				
3				

Annexure III: Pre-Qualification Proposal Criteria

SI. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
PQ1	Tender fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favour of Accounts Officer OSRTC, Bhubaneswar	Bank/Demand Draft	
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	 Copy of Certificate of Incorporation/Registration/Proprietorship deed signed by Authorized Signatory of the Bidder. Copy of PAN/TIN/TAN Valid GSTIN and copy of GST Registration Certificate. 	
PQ4	Annual Turnover	Minimum average annual turnover of the organization must be INR 3 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the	

SI. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
			Bidder for total turnover.	
PQ5	Net worth	The Bidder should have positive net worth for last three (3) years. (FY 20-21, FY 21-22, FY 22-23)	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this TENDER in the stipulated format under Annexure-X	
PQ6	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	A self-certified letter signed by the Authorized Signatory of the Bidder	
PQ 7	Non- performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-VII in letterhead.	

SI. No.	Basic Requirement	Specific Requirement	Documents required	Page No.
PQ 8	Self- Declaration	The Bidder should submit a No Dues Affidavit certificate that there is No outstanding dues pending till the date of publication of RFP.	A self-declaration signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure-X in letterhead.	

Annexure IV: Details of Bidder

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

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

Annexure V: Power of Attorney (On stamp Paper)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./ Ms. (name),
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 [], 2024.
For
(Signature, name, designation, and address)
Witnesses:
1.
2.
(Notarized)
Accepted
(Signature)
Name, Title and Address of the Attorney
Notes:

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

Annexure VI: Non-Blacklisting declaration

{Company Letter head}

(a frage fr
Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted. Anti-Blacklisting Certificate
M/s(Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium/JV as on the(Last date of submission of bid).
We further confirm that we are aware that our application for the "License on rent basis of the OSRTC land and building at Baralapokhari, Charampa, Bhadrak" would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this TENDER at any stage of the bidding process or thereafter during the agreement period. Dated this Day of 2024.
Name of the bidder
Signature of the Authorized person
Name of the Authorized Person

Annexure VII: Self-declaration for Non-Performance

{Company Letter head}

I/ We hereby de successfully executed the work orde entity or any state government or cer India. There is no remark of non- perf contractual dispute / litigation / arbitr 20	r assigned by the State Governmen htral government / department / Loca formance or non-compliance in any c	nt / any other Government al Government / agency in of our past projects, or any
Name of the bidder		
Signature of the Authorized person		
Name of the Authorized Person		

Annexure VIII: No Dues Self Declaration Certification

(Affidavit - INR 50)

We here by confirm that, this is to certify that [Company Name] has no outstanding dues or liabilities towards OSRTC in relation to the Request for Proposal (RFP) dated [RFP Issue Date].

We confirm that all payments, obligations, and contractual commitments have been fulfilled and there are no pending invoices, disputes, or financial obligations remaining outstanding with OSRTC till the date of Publication of RFP.

Name of the bidder				
Signature of the Authorized person				
Name of the Authorized Person				

Annexure IX: Technical Evaluation Criteria

SI. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required	Page No.
TQ1	The Bidder having Head Office/ Branch Office at the State of Odisha.	Relevant Certificate	10	GSTIN / Registration/ Incorporation certificate.	
TQ2	The bidder shall have Minimum average annual turnover of the organization must be INR 3 Lakhs from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	 For INR 3 lakh - 3.50 lakh - 5 marks For INR 3.51 lakh - 4 lakh - 10 marks For INR 4 lakh - 5 lakh - 15 marks More than INR 5 Lakhs - 20 marks 	20	A Certificate from the Statutory Auditor mentioning Annual Turnover from consulting services from business operations in India for each of the last 3 Financial Years	
TQ3	The bidder shall have prior experience with Transport sector.	Parking, License of Land & Building in the relevant sector.	10	A copy of work orders / agreement / client certificate	
TQ4	The Bidder have prior work experience on similar work within the State of Odisha.	Experience Certificate	20	A copy of work orders / agreement / client certificate.	
TQ6	Approach and Methodology	Understanding Scope of Assignment: 10 Marks Quality of methodology, equipment proposed: 20 Marks.	40	Detailed Document	

SI. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required	Page No.
		Best Practices case Study: 10 Marks			

Annexure X: Financial capacity of the bidder

Format for CA Certificate

(The format should be certified by Charted Accountant)

SI. No.	Financial Year	Average Annual Turnover (INR Crores)	Net worth (in INR Crores)
1	2020-21		
2	2021-22		
3	2022-23		
4	Average		

Name of Bidder's Bankers:

Address of Bidder's Bankers:

Instructions

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

The Bidder shall also provide an Auditor's certificate specifying the annual turno	ver of the Blader
--	-------------------

Dated this dated	ay (O†	2024	ŀ.
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Name of the CA

Signature of certifying CA

Annexure XI: Format for Financial Proposa	al				
То	Date:				
The General Manager (Admin.) Odisha State Road Transport Corporation (OSRT Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar-751001, Odisha	-C)				
Ref: "License on rent basis of the OSRTC la Bhadrak."	nd and building at Baralapokhari, Charampa,				
We, the undersigned, offer to provide the serving TENDER. Our financial quote is as given below.	ices as mentioned in the Scope of Work of the				
, ,	ring amount as 'Annual License Fee / Premium' for the aforementioned Project in terms of the				
Name of the Project and scope of work	Annual License Fee / Premium				
Selection of Person/Firm/Agency for License on rent basis of the OSRTC land and building at Baralapokhari, Charampa, Bhadrak.	Annual License / Premium' (exclusive of GST) per Year to the Authority				
Note:					
 i. Annual License Fee / premium amount sha after completion of every one year of serv 	all be escalated by 10% compounding annually i.e. ices, throughout the contract period.				
ii. GST shall be paid extra @ 18% or as app	licable from time to time.				
Our Financial Proposal shall be binding upon us for up to 120 days from the last date of submission of	or the assignment and this proposal would be valid f proposal.				
This Financial Proposal is without any condition.					
Yours faithfully,					
For and on behalf of (Name of Applicant)					

Duly signed by the Authorized S	Signatory of the App	olicant	
Name, Title, and Address of the	e Authorized Signat	ory	