

EOI No: 1560 /CRUT



EXPRESSION OF INTEREST

**EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF AGENCIES FOR
COLLECTION OF FARE BOX REVENUE FROM THE CITY BUS
SERVICES OPERATED BY CAPITAL REGION URBAN TRANSPORT
(CRUT)**

22nd December' 2020

**CAPITAL REGION URBAN TRANSPORT
BLOCK-1, 2ND FLOOR, BMC BHAWANI MALL
SAHEED NAGAR, BHUBANESWAR
ODISHA -751007**

Capital Region Urban Transport

Block -1, 2nd Floor BMC Bhawani Mall, Saheed Nagar, Bhubaneswar - 751007

Email: crutbbsr@gmail.com; Phone No.: 0674-2548625

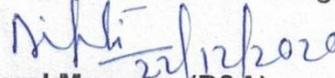
Notice No. 1560 /CRUT

Date: 22.12.2020

EXPRESSION OF INTEREST (EOI) & REQUEST FOR PROPOSAL (RFP)

EMPANELMENT & SELECTION OF AGENCY FOR COLLECTION OF FARE BOX REVENUE (RCA) FOR CITY BUS SERVICES OPERATED BY CAPITAL REGION URBAN TRANSPORT.

1. Capital Region Urban Transport (CRUT) invites interested agencies for the above mentioned purpose. Please refer the RFP document for details.
2. The RFP document shall be available from **24/12/2020** onwards in following web portal: www.capitalregiontransport.in.
3. Applicants are required to submit duly filled Proposals as per the prescribed formats on or before **29/01/2021 by 3:00 PM**. The Proposals received shall be opened at **3:30 PM** on **29/01/2021** at CRUT office.
4. Any queries / clarification shall be sent to crutbbsr@gmail.com on or before 5:00 P.M. of **05/01/2021**.
5. **Any further intimation (i.e. Corrigendum/ Addendum/ Responses to the queries/ Clarifications) shall be uploaded in the above web portal only.**
6. CRUT reserves the right to accept or reject any bid without assigning any reasons thereof.


General Manager (P&A)

Capital Region Urban Transport

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DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EOI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of queries & clarifications / discrepancy, if any, should be given to the E.mail address: **crutbbsr@gmail.com** latest by **5:00 PM** of **05.01.2020** in case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.
2. Neither CRUT nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
3. Neither CRUT nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. CRUT reserves the right, without any obligation or liability, to accept or reject any or all of the Eois, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason whatsoever.

5. Neither CRUT nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.
6. The applicable laws for the purpose are the laws of India. Courts of Bhubaneswar will have jurisdiction concerning or arising out of this EOI document.
7. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to this project.

DEFINITIONS AND INTERPRETATION

In this Volume of the EOI, unless the context otherwise requires, capitalized terms shall have the meaning given below

- “Addendum or Addenda”** means an addendum or addenda to the EOI.
- “Annexure”** means an annexure to this Volume of the EOI.
- “Authority”** means the **M/s. Capital Region Urban Transport. (CRUT)** or its authorized representatives who has invited applications from competent and interested parties for empanelment under CRUT for providing technical manpower to CRUT.
- “Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
- “Application”** means a single business entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, who submits an application for empanelment / eligibility and qualification submission along with EOI document fees under this EOI within the stipulated Due Date and Time of submission.
- “Authorized Signatory”** means the Person Authorized by the firm to sign the application, correspond with the Authority, make representation to the Authority as part of EOI / bidding process and sign the contract on behalf of the Applicant / bidding firm through valid authorization document in his/her favour.
- “EOI Process/** means the process adopted by CRUT for empanelment of

Empanelment Process” the selected / qualified Applicants on the terms and conditions set out in the EOI, which has commenced with the issuance of the EOI and which will end on the date of final empanelment of selected applicants is over.

“Earnest Money Deposit (EMD)” means security to be furnished by the Applicant at EOI stage in accordance with provisions of this EOI.

CAPITAL REGION URBAN TRANSPORT
EMPANELMENT OF AGENCIES FOR
COLLECTION OF FARE BOX REVENUE FROM THE CITY BUS SERVICES
OPERATED BY CAPITAL REGION URBAN TRANSPORT (CRUT)
NOTICE INVITING EXPRESSION OF INTEREST

EOI No. 1560/CRUT

Dated: 22-12-2020

Period of availability of EOI document: 24/12/2020 to 29/01/2021
(Downloadable from website:
www.capitalregiontransport.in)

Last date for receipt of EOI: **29/01/2021 by 3:00 P.M.**
(Through Speed Post /Registered
post only).

Place of submission of EOI: **M/s. Capital Region Urban Transport
(CRUT)**
Block-1, 2nd Floor, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Odisha-751007

Date and Time of EOI opening: **29/01/2021 at 3:30 P.M.**

For further information: General Manager (P&A)
Capital Region Urban Transport
Block-1, 2nd Floor, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Odisha-751007
Contact no.: (0674) -2548625

1. INTRODUCTION

- 1.1. Bhubaneswar is considered as the nerve centre for whole state of Odisha. It's one of those rapidly growing cities of eastern India which has greater regional influence after Kolkata. Bhubaneswar is also a major tourist destination in eastern India due to presence of numerous temples within the city. The strategic location of Bhubaneswar and its proximity to the golden quadrilateral, makes it one of the promising destinations for future development. Being an Administrative center of the state, the city, attracts millions of commuters every day from nearby places including Cuttack, Khurda, Puri and Konark etc.
- 1.2. Capital Region Urban Transport ("CRUT"), erstwhile Bhubaneswar Puri Transport Services (BPTS), is the sole public bus service provider for Bhubaneswar and its surrounding area, Cuttack, Khurda, Puri and Konark etc.; it started operations in October 2010. CRUT is a Special Purpose Vehicle ("SPV"), registered under Companies Act 1956 for running buses within Bhubaneswar, Cuttack, khurda, Puri and Konark areas.
- 1.3. As per the modernization plan, for bringing efficiency in the system and for better management, CRUT has started its operation from 7th Nov' 2019 in Gross Cost Contractual (GCC) arrangement. For which, CRUT has selected three bus operators for operating and managing three separate packages, i.e. Package-1 with 50 new standard AC & 50 new standard Non-AC buses, Package-2 with 100 new midi buses. Also planned to increase the service coverage by introducing more no. of buses in to the fleet. & Package-3 with 50 midi buses.
- 1.4. To adapt the new system and to achieve the highest standards in the operation of city buses, CRUT intends to hire a sector expert in its team to assist in managing and monitoring the activities of the contracted bus operators so that the bus services are delivered as contracted and in a safe, orderly and efficient manner. For the same CRUT has already hired various professionals with having huge

practical experience of operating bus services.

- 1.5. As per the Gross Cost Contract model, the authority is responsible for collection of fare-box revenue. For the same, previously, CRUT has hired two Revenue Collection Agencies (hereinafter referred as “RCA” or “Agency”) for two separate packages, who shall provide the Conductor (also referred as “Bus Guides”) and other staffs for day today collection and management of fare-box revenue on behalf of CRUT. For smooth operation and management of the operations in future, CRUT intends for Empanelment of Agencies for collection of fare box revenue from the city bus services operated by Capital Region Urban Transport (CRUT). The empanelment of firms shall be valid initially for a period of 3 (Three) years. CRUT reserves the right to extend the empanelment period on yearly basis on the same or mutually agreed terms & conditions subject to satisfactory performance.
- 1.6. Agencies (henceforth “Firm”) with experience in this area are invited to submit their applications for the same. The detailed EOI document can be downloaded from the: www.capitalregiontransport.in.

2. Scope of Services

- 2.1. The Revenue Collection Agency (RCA) shall considered as the one of the prime stakeholder for Operating CRUT bus services, as they shall be responsible for providing conductors and collecting the fare revenue on daily basis. Details of the work performed by RCA is provided below:
 - 2.2. Shall deploy sufficient no. of trained Conductors (guides) on daily basis, so that service delivery doesn't get hampered due to unavailability of conductors. The number of Conductor should be minimum 2.4 times (one conductor per bus per shift plus reserves) of the actual no of contracted buses.
 - 2.2.1. CRUT may at its own discretion, may decide to increase or decrease the number of Conductors by providing seven (07) days prior notice.

- 2.2.2. The RCA shall ensure the punctuality of the Conductors for managing timely operations. CRUT shall provide the daily operation schedule and duty roster to RCA based on which RCA shall deploy the Conductors at the pre-defined locations.
- 2.2.3. RCA shall also be responsible for deploying 1 person per depot/ change over point per shift to monitor and supervise the activities of Conductors at Depots/ Change over points. RCA shall hire sufficient number of other personnel including reserves to ensure the daily deployment of all the required personnel according to the duty roster provided by CRUT.
- 2.2.4. All the personnel engaged by RCA shall have specific uniform. RCA has to ensure that the all the personnel shall be in the proper uniform including accessories such as whistle, cap, identity card etc. as approved by CRUT. All personnel, while on duty, shall wear the uniform in neat, clean and well ironed conditioned.
- 2.2.5. Minimum specification for uniforms shall be as follows:
- Colour/ shade – as decided by the CRUT.
 - Plain / Striped Shirt and Dark colour Pant.
 - Name plate in English and affix above left pocket on the shirt.
 - Fabric Quality shall be as defined by CRUT.
- 2.2.6. RCA shall pay their staff including Conductors as per the market practice or industry conditions and it should never be less than the basic minimum wages as per the applicable laws of Centre and State.
- 2.2.7. CRUT shall create a performance rating system to measure the performance of the Conductors and design an incentive payment mechanism. CRUT at its own discretion, on time to time basis, may instruct the RCA to provide the incentives as per the incentive payment mechanism to valued conductors over and above their wages paid by RCA. When instructed, RCA shall pay the additional incentives to the selected conductors from approved date and shall get the same the incentive amount reimbursed from CRUT in next billing cycle.
- 2.2.8. In case of bad conduct or irresponsible behavior with bus passenger/s by any

RCA staffs, RCA shall liable to remove the person responsible for misconduct from the duty as well as from the job under the direction of CRUT. If CRUT finds the performance of any person unsatisfactory then it may issue directions to RCA to recall the concerned person from duty and replace the same.

- 2.2.9. RCA shall be responsible for installation of Biometric system at its own cost for maintaining the attendance of the personnel engaged by them including Conductors. CRUT shall provide requisite technical specifications for hardware and other requirements of the Biometric system including necessary software to integrate the same with the Enterprise Resource Planning (ERP) system being development by Intelligence Transport Management Systems (ITMS), CRUT.
- 2.2.10. CRUT shall provide office arrangements, as empty cell in each depot and other areas (if required). RCA shall be responsible to make its own front end arrangements in each depot, which includes furnishing, office equipment, desktops and others. All the expenses for operation and maintenance of the office space including electricity bill, water charges and other consumables shall be borne by the RCA only. CRUT will provide backend application for maintaining online biometric database and daily attendance.
- 2.2.11. RCA must give preference in recruitment of Conductors who are already deployed as conductors in the existing bus operation in the city. Such Conductors will need to be imparted training only on account of new procedures and processes.
- 2.2.12. All Conductors to be deployed by RCA must undergo training by CRUT or CRUT designated agency prior to their deployment in the project. All the training cost shall be borne by the CRUT.
- 2.2.13. To depute Conductors for training organized by CRUT for operation of ETM's, fare collection procedures/ processes or others. No payment shall be made by CRUT for the training period.
- 2.2.14. RCA shall not replace / change the personnel without prior written approval/consent from CRUT.

2.2.15. RCA shall ensure that the concerned personnel collect ETM with paper rolls, spare battery/ies, pre-printed tickets etc. from designated place in the depot/terminal as per prescribed protocol.

2.2.16. RCA shall ensure that, after finishing duty, Conductors shall deposit all the cash earned from selling of tickets, passenger balance if any and ETM etc. to the authorized personnel against proper receipt in the designated depot/terminal of CRUT.

2.2.17. RCA shall be responsible for ensuring the duty-wise cash deposited by its personnel tallies with back-end record of CRUT in respect of tickets issued from ETM in addition to sale proceed through pre-printed tickets if any.

2.2.18. In case of death of a Personnel on duty, his/her next of kin shall be paid an ex-gratia compensation as per Workmen's Compensation Act, 1923 and / or any other statute or any amendment thereof, or any liabilities arising under any Applicable Law as may be applicable as may be amended from time to time in case of death of or injury to any of the personnel deployed by RCA. However, under the extreme circumstance of any such claim resulting in money being paid by CRUT, the same shall be recovered either by way of deduction(s) from the running account bills of RCA or recourse to any other remedy as may be available to CRUT under the agreement or under law for such recovery from RCA.

2.2.19. **Duties of Conductors:** RCA shall additionally ensure that the conductors shall undertakes the following activities are per instructions of CRUT from time to time and the summary of such activities is set out as follows:

- a. Based on boarding point and alighting point and type of passenger (adult/child/luggage ticket), the Conductor shall issue ETM ticket or correct pre-printed tickets (as may be required from time to time) to the passengers.
- b. Conductors shall collect the correct prescribed fare from the passengers.
- c. Conductors shall further ensure that passengers using valid electronic passes/physical pass (if any, as validated by CRUT) in lieu of tickets

validate the electronic pass/physical pass, in accordance with method set out by CRUT.

- d. Conductors shall remain mobile inside the bus and approach the passengers to ensure issuance of tickets to all passengers.
- e. Conductors shall wear the prescribed uniform on duty.
- f. Conductors shall conduct the operation of bus as per memo / time-schedule prescribed by CRUT.

- g. Conductors shall not leave the Bus deserted during rest hour for long duration.
- h. Conductors shall ensure that all the instructions of CRUT issued through and/or under intimation to the Agency are strictly followed and there is no lapse of any kind.
- i. Conductors shall be disciplined and well behaved towards persons who travel or intend to travel by the bus.
- j. Conductors shall ensure that all willing passengers board/ alight from each designated bus stop and ensure that passengers do not board/ alight from un-scheduled stops.
- k. Conductors shall be required to perform duty in shifts. A single duty shift will have normal duration of 08.00 hours (excluding rest interval) or 48 hours in a week in accordance with The Motor Transport Workers Act, 1961. In case of longer bus service schedule higher than 8 hours to 12 hours, Conductors deployment will be up to spread over limit of 12 hours as defined under The Motor Transport Workers Act,1961.
- l. Conductors shall report for duty in the depot/ terminal or assigned place at time prescribed in the duty roster.
- m. Conductors shall maintain a Passenger Complaint Book.
- n. Conductors shall maintain a first aid box provided in the bus.
- o. Conductors shall be responsible for safe handling and security of Electronic Ticketing Machine, ticket bag and other articles of CRUT.
- p. Conductors shall maintain way-bill, while on duty.
- q. Conductors shall deposit cash sale proceeds from tickets and collect correct receipt in the depot or the assigned place.
- r. Conductors shall hand over, as per prescribed procedure informed by CRUT, the ETM / pre-printed tickets and any other articles which Conductor may have been entrusted.

- s. Conductor shall inform to the Control Room of CRUT about any incident, breakdown, missing of trip, accident etc. online.
- t. Conductor shall declare and deposit lost property of passengers, in case found in the buses, in the depot and obtain a receipt to this effect.
- u. Conductors shall inform the police in case of any suspicious person or goods noticed in the bus.
- v. Conductors shall transfer passengers to alternative bus in case of breakdown of his/ her Bus.
- w. Conductors shall announce name of approaching bus stop for convenience of the passengers.
- x. Any other duty that may be assigned to him but not specifically covered herein.

3. Minimum Requirement for Personnel:

The Agency is responsible for ensuring that Personnel meet the following requirements:

3.1. Minimum Requirements for Conductors:

A. Medical

The selection by Agency shall be based on medical fitness by the Medical Board comprising M.B.B.S doctors.

- a. Age between 21-45 years (upper age limit relaxation of five years in case of experience of fare collection in any state transport / STA permit buses for at least five years).
- b. Sound physical and mental health
- c. No communicable disease
- d. No drug abused pendency
- e. Height: Minimum 150cms
- f. Chest: Expansion of the chest should be 5cms.
- g. Eye Vision: 6/6 with or without glasses
- h. Colour Vision: Colour blindness is a disqualification

- i. Blood Pressure:
 - Age 21 to 25 years: 100 plus the age in years.
 - Age over 25 years: 110 plus half of the age in years.
- B. Academic

Higher Secondary (12th) School certificate or its equivalent from the recognized Board in India.
- C. Language

All the personnel involved in fields particularly Conductors shall be proficient in Odiya language.
- D. Professional Expertise and Experience
 - a. Conductor License issued by Department of Commerce and Transport, Odisha as a compliance of requirements as laid down in Chapter-III of The Motor Vehicle Act, 1988 read with Odisha Motor Vehicles Rules, 1993 (As Amended).
 - b. Good knowledge of routes, timetable, ticketing systems and other relevant systems.
 - c. Does not discriminate amongst passengers.
- E. General
 - a. Wears uniform on duty
 - b. Courteous and helpful to passengers and other road users
 - c. Does not indulge in illegal gratification.
 - d. Pick up and drop passengers on all designated Stage Carriage stops and not unreasonably deny entry or exit to any passenger;
 - e. Provide all necessary assistance to Persons with Special Needs.

3.2. Verification Requirements of all Personnel who provide on-site services

- A. The Agency shall deposit verification result for all Personnel:
 - Conductor's license
 - Police Verification including Address Verification, Indian Criminal Record Verification and City of domicile's Court Record Check
 - Education Verification

- Indian National Identity Check
 - Substance Abuse Testing
- B. Personnel cannot be deployed WITHOUT Police Verification.
- C. The aforesaid verification other than Conductor's License shall be done within three months of deployment by an independent third party who has been involved in executing similar services in India, undertakes large say about 25,000 verifications per year and has been in this business for the past five years either in India or abroad. The cost towards such verification shall be borne by the Agency as part of the management costs.
- D. The Verification Third Party shall be selected in the following manner:
- a. The Agency shall provide a shortlist of five to seven names
 - b. CRUT shall shortlist three names. CRUT shall have the right to add names in the list provided by Agency
 - c. Agency shall select one or more parties shortlisted by CRUT.
- E. Aadhar card details of all Personnel shall be provided for all recruitment/ employee.
- F. Submission of Conductor's License is a pre-requisite for all personnel involved in fare collection.

3.3. Occupational Conduct, Health, Welfare and safety

The Agency shall:

- a. issue appointment letters to eligible personnel and furnish the same to CRUT before deployment;
- b. pay wages and eligible benefits etc. to the Personnel;
- c. submit an undertaking in the form of an affidavit that the agency will not be involved in any 'corrupt /undesirable/malpractice' in any form while conducting this contract. Any employee/s of the agency found involved in any way shall be dispensed with immediate effect from the activities pertaining to execution of this Agreement;
- d. ensure strict compliance of all labour and other statutory requirements connected in any way to the services under this Agreement;

- e. ensure due verification and certification of antecedents and credentials of personnel deployed by it under this Agreement before their deployment and shall at all times be responsible for their conduct and due performance of duty. The verification for genuineness of documents like address proof, educational qualification and licenses of Agency's personnel deployed under this Agreement shall be the responsibility of the Agency and the following documents shall be checked and provided to CRUT for purpose of records and safekeeping, while in no way making CRUT responsible for undertaking any verification or responsible for the conduct of such Personnel;
- f. provide and maintain a safe and healthy work environment to Personnel;
- g. make sure that Personnel in safe work practices at all times;
- h. make sure that Personnel are aware of and comply with any changes to relevant legislation or policy in relation to occupational health, welfare and safety;
- i. provide occupational health, welfare and safety training to Personnel in accordance with the requirements of labour and welfare laws; and
- j. develop and maintain a management system which reports, investigates and responds appropriately to any hazard, incident or issue relating to occupational health, welfare and safety;
- k. in relation to providing services set out in this Agreement.

3.4. Process of deployment by Agency vis-a-vis daily requirement of services

- a. The supporting documents shall be verified by the agency at the time of receiving application from the applicant.
- b. The selected candidate shall be directed for medical examination.
- c. The candidate who passes the medical test shall be directed for training at the place specified by CRUT. Thereafter, based on the assessment made by CRUT after training, CRUT shall inform Agency about suitability of the candidate for the ticket dispensing/ fare collection services as per the contract.

- d. Only eligible and qualified personnel accepted by CRUT shall be deployed on Buses by the Agency as per requirement determined by CRUT.

4. ELIGIBILITY CRITERIA:

4.1. Eligible Applicant

- 4.1.1. The applicant must meet the following qualification criteria as on the last date of submission:

S. No	Type	Qualification Criterion	Documentary Evidence
1	Organization Profile	A company incorporated under the Companies Act 1956 or the (Indian) Companies Act, 2013 or an equivalent law outside India or a Proprietorship firm or a Partnership firm/ limited liability partnership registered in India or in any other jurisdiction.	<ul style="list-style-type: none"> • Copy of certificate of Incorporation, MOA & AOA for Companies • Certificate of Incorporation & LLP agreement for LLPs • Partnership Deed with credential of partners for partnership firm • Proprietorship Trade license.
2	Credentials	The applicant must have valid Labour Department license registration/ permissions for undertaking the activities and have registered with all statutory authority relevant for the tender.	<ul style="list-style-type: none"> • PAN card • Labour license/ permission. • EPFO & ESIC registration • GST registration Certificate

3	Financial Profile	The applicant shall have an average annual turnover of INR 10 Crores over the last three (3) Financial Years & average Net worth shall be 1(One) crore.	<ul style="list-style-type: none"> • Audited financial statements along with income tax return for the FY 2019-20,2018-19 & 2017-18 • Turn over Certificate & Net worth Certificate certified by practicing CA for the specified years. • GST return copy for the specified years.
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S. No	Type	Qualification Criterion	Documentary Evidence
4	Local Presence	The applicant shall have an office in Bhubaneswar or shall furnish an undertaking at the time of EOI submission that the applicant shall establish an office in Bhubaneswar within thirty days of signing the Contract (If awarded). The office shall be maintained during the entire duration of the Contract.	<ul style="list-style-type: none"> • List and address of office in Bhubaneswar <p>OR</p> <ul style="list-style-type: none"> • Undertaking from authorized signatory to open office with GST registration (if applicable) in Bhubaneswar within 30 days from Contract signing.
5	Company Standing	The applicant shall not be blacklisted by any State / Central Government Department or Central /State PSUs in last three (3) yeas from EOI due date.	<ul style="list-style-type: none"> • Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix6

6	Prior Experience	<p>The applicant shall have prior experience in the business of manpower and associated services with proven record of 2 (two) nos. of successful completion of providing manpower with at least 150 Head counts for a period of 1 year, the work orders of which shall be at least Rs.1.00 crore each or above or 1 (one) successful completion of providing manpower with at least 300 Head counts for a period of 1 year, the work order of which shall be at least Rs. 2.00 crore in a single work order during the last 5 financial years.</p>	<ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, man-month of the personnel deployed along with Completion Certificate issued & signed by the competent authority on the entity's Letterhead. (for Completed Projects) <p>In case of long operations & maintenance phase, the completion may specify successful execution and operation till last financial year.</p>
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- 4.1.2. The applicants need to submit up to date tax clearance certificate (IT etc.) as per relevant Act.
- 4.1.3. Applicant(s) should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI, subsequent RFP stage/s and in execution of agreement.
- 4.1.4. **JV / Consortium is not permitted** to participate in the Empanelment. Only Single Applicant is/are permitted to submit applications. The Applications / Eligibility and Qualification Submission of the Applicant(s) submitting as Consortium shall be termed as non-responsive and rejected.

4.2. Conflict of interest

- 4.2.1. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Empanelment Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Empanelment Process, if the relationship between two applicants are established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- 4.2.2. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.
- a) **If Applicant is a Company:** In such case, the Applicant (including its Member or Associate or any share holder thereof of Applicant and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a

Partnership firm. And/or Other Applicant, its Member or Associates which is a Proprietorship Firm.

b) **If Applicant is a Partnership Firm:** In such case, the Applicant or its Partners or Associate having a profit sharing of more than 25% of such Applicant or its Partners or Associate as the case may be also holds:

- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
- more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm, and/or other Applicant, its Member or Associates which is a Proprietorship Firm.

c) **If Applicant is a Proprietorship Firm:** In such case, the Applicant or its Proprietor or Associate of such Applicant or its Proprietor or Associate as the case may be also holds;

- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
- more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. And/or other Applicant, its Member or Associates which is a Proprietorship Firm.

4.2.3. It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.

4.2.4. a constituent of such Applicant is also a constituent of another Applicant; or.

4.2.5. such Applicants receives or has received any direct or indirect subsidy from any other Applicant/s, or has provided any such subsidy to any other Applicants; or

4.2.6. such Applicants has the same legal representative for purposes of this Application as any other Applicants; or

4.2.7. such Applicants has a relationship with another Applicants, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicants.

4.3. Fraud and Corrupt Practices

4.3.1. Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in the EOI, Authority may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Empanelment Process.

4.3.2. Without prejudice to the rights of Authority under Clause above, in the event that an Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Empanelment Process, such Applicant will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

4.3.3. For the purposes of this Clause, the following terms will have the meaning given to them below:

- (a) **corrupt practice** means offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Empanelment Process or has dealt with matters concerning the agreement or arising from it, before or after its execution, at any time prior

to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Empanelment Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the Empanelment Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the EOI, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

- (b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;
- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;
- (d) **undesirable practice** means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (B) having a Conflict of Interest (as set out in above Clause);and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Empanelment Process.

4.4. Associate(s)

- 4.4.1. In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Applicant under sub-clauses herein above, aggregating the Financial Capability and Technical Capability of any Associates of the Applicant for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted.
- 4.4.2. For the purpose hereof, the word “**Associate**” shall mean, in relation to the Applicant, a firm which controls the Applicant (i.e. Parent) or is controlled by the Applicant (i.e. subsidiary), or is under the common control with the Applicant (i.e. sister concern).
- 4.4.3. As used here, the expression “control” means, with respect to Applicant firm which is a company, the ownership of common shareholders, directly or indirectly, of at least 51% of the voting shares / shareholding of the firm in question.
- 4.4.4. As used here, the expression “control” means, with respect to Applicant / firm which is a partnership, the rights of common partners to at least 51% of the profits of the firm in question.
- 4.4.5. In case the Applicant firm is a Proprietorship, the expression “control” shall mean, (i) holding of at least 51% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or (ii) status as a Partner in the Partnership firm from which its taking credit with at least 51% share in the profits of such Partnership firm.
- 4.4.6. Any claims of credit from Associate firm must be accompanied by a certificate by a practicing chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

5. EMPANELMENT SCHEDULE

Authority shall endeavor to adhere to the following schedule:

Event / Description	Time / Date
Period of availability of EOI	Till 3:00 PM, 29/01/2021
Last Date of submission of Queries	Till 5:00 PM, 05/01/2021

Last date of receipt of EOI	Till 3.00 PM, 29/01/2021
Place of submission of EOI	Capital Region Urban Transport Block-1, 2 nd Floor, BMC Bhawani Mall Saheed Nagar, -751007, Odisha
Date and time of EOI opening	3.30 PM, 29/01/2021

6. CLARIFICATIONS TO THE EOI IF ANY

- 6.1. Any Applicant seeking a clarification with regard to the EOI may address the request in writing to Authority, at **crutbbsr@gmail.com**. All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the Empanelment Schedule.
- 6.2. Authority shall make reasonable efforts to respond to the queries or requests for clarifications. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on Website(s). It shall be the responsibility of the Applicants to check Authority's Website(s) for the responses to the queries or requests for clarifications. Authority may, but shall not be obliged to, communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- 6.3. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
- 6.4. A Pre-Application Meeting shall be held on date and time specified in Empanelment schedule to clarify any queries that the Applicants may have. Queries in writing should be sent to Authority by the date and time specified in Empanelment schedule at the address given in clause no. 10.3. The

Queries shall also be mailed to **crutbbsr@gmail.com**.

- 6.5. The reply to the Pre-Application queries incorporating the clarifications will be uploaded on Website(s)/sent through email and shall form part of the EOI.

7. AMENDMENT OF EOI:

- 7.1. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing or at the Pre-Application Meeting, may choose to modify the EOI by issuing an addendum before the Application Due Date.
- 7.2. Any modification to the EOI following the Pre-Application Meeting will be made by Authority only by issuing an Addendum.
- 7.3. Any Addendum issued before the Application Due Date shall form part of the EOI and shall be published on website.
- 7.4. Each Addendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Applicant.
- 7.5. To give prospective Applicants reasonable time in which to take any Addendum into account in preparing their Applications, Authority may, at its sole discretion, extend the Application Due Date.
- 7.6. Any oral statements made by Authority or its advisors regarding the Empanelment Process, the EOI or on any other matter, including oral clarifications or information provided by or on behalf of Authority at the Pre-Application Meeting or the minutes of the Pre-Application Meeting shall not be considered as amending the EOI.
- 7.7. Authority may, but shall not be obliged to, issue the revised EOI reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Empanelment Schedule. If issued by Authority, the revised EOI shall be definitive and binding and Authority shall not entertain any deviations from the revised EOI at the time of submission of the Application or thereafter.
- 7.8. Authority will assume that the information contained in or provisions of the

revised EOI, if issued, will have been taken into account by the Applicant in its Application. Authority assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised EOI or for any consequent losses suffered by the Applicant.

8. FORM FOR EMPANELMENT AND PROCESS OF SELECTION

8.1. Authority has adopted a two-stage selection process for award of the Project(s). In the first stage those applicants who qualify in technical evaluation shall be empanelled and in second stage the projects shall be bided amongst the empanelled agencies for award of projects on L1 bidder basis. In this stage, the applicants are required **to submit a single Application** for empanelment with financial bid with reference to RFP. The financial bid of the bidders other than the empanelled bidders shall not be opened.

8.2. The Application submitted by Applicant shall comprise the following:

Annexure	Description
Annexure A1	Covering letter
Annexure A2	Description of the entity / Applicant
Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Summary of Technical Experience
Annexure A5	Summary of Financial Strength

It is clarified that all certificates to be issued by the statutory auditor of the Applicant/Member/Associate shall be issued on the letterhead of such statutory auditor.

9. VALIDITY OF THE APPLICATION:

9.1. Each Applicant shall indicate that it is a firm and irrevocable application, and shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Application Due Date or till empanelment process is over. Non-adherence to this requirement may be a ground for declaring an Application as non-responsive.

- 9.2. In exceptional circumstances, prior to the expiry of the Application validity period, Authority may request the Applicants in writing to extend the Application validity period. Applicants who agree to extend the Application validity period shall also extend the validity of the EMD for an equivalent period. An Applicant may refuse to extend the Application validity period without forfeiture of its EMD. An extension of the Application validity period will not entitle an Applicant to modify its Application.

10. PREPARATION OF APPLICATION

- 10.1. Each Application must be typed or written in indelible ink and should be physically signed by the Authorized Signatory. The name and position held by the person signing the Application must be typed or printed below the signature.
- 10.2. All pages of Application must be physically initialed by an authorized signatory of the Applicant. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.
- 10.3. The Applications shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant.
- 10.4. While submitting the Applications, if the space provided in the prescribed forms in the Annexures is insufficient, the Applicants may format the prescribed forms for making due provision for incorporation of the requested information.
- 10.5. The Applicant shall be responsible for all the data provided in the Application. The Applications should be prepared in reasonable detail to enable Authority or its nominated agencies/advisors to evaluate the Applications for selection of the Applicant.
- 10.6. Each Applicant is advised to carry out necessary technical surveys, site visit, field investigations, market and demand assessment, etc. at its own cost and risk, before submitting its Application.

11. SUBMISSION OF APPLICATION

11.1. The Applicant(s) is/are required to submit the one set of original Application along with a copy of same in sealed envelopes, clearly marked as follows:

“Application for Empanelment of agencies for collection of fare box revenue from the city bus services operated by Capital Region Urban Transport (CRUT)” (One Original + One Copy)

DO NOT OPEN BEFORE SPECIFIED TIME ON APPLICATION DUE DATE

Submitted by: [Name, Address & Contact Details of the Applicant]

Sealed envelope (i.e., the envelope containing One Original + One Copy of the Application) shall clearly indicate the name, address and contact details of the Applicant.

11.2. If the envelopes are not sealed, marked and submitted as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Applications and consequent losses, if any, suffered by the Applicant.

11.3. Each Applicant shall submit as part of its Application: the original Application and 1 (one) copy of the Application. The original shall be labeled "ORIGINAL" and the copy shall be labeled "COPY"; and, In the event of any discrepancy between the original and the copy, the original will prevail.

11.4. The Applications shall be submitted to the following address:

To,

The General Manager (P&A)

Capital Region Urban Transport

Block-1, 2nd Floor, BMC Bhawani Mall

Saheed Nagar, -75100, Odisha

An Application submitted by an Applicant to any address other than the above mentioned address will not be considered for evaluation.

11.5. Each Applicant shall be permitted to submit only 1 (one) Application for Empanelment. An Applicant who submits or participates in more than one Application(s) for Empanelment shall cause all the Applications with the Applicant's participation to be disqualified.

- 11.6. The Applications should be received at the above address on or before Application Due Date & time. Applicants shall submit their Applications by registered post/speed post only so as to reach the designated address by the Application Due Date. For submission of Applications, there will be no drop box facility available. Applications submitted by fax or e-mail shall not be entertained and shall be rejected. Further, if any Application is received after the specified time on the Application Due Date, it shall be rejected and shall be returned unopened to the Applicant.
- 11.7. Authority or any of its agencies/consultants/advisors shall not be responsible for any delay in receipt of the Applications. Any Application, received after the Application Due Date shall not be opened or evaluated and shall be deemed to be rejected for all purposes.
- 11.8. Applicants may be required to periodically update, at any time as may be notified by Authority, the information submitted in their Applications as regards the following:
- a) evidence of access to project funding and its sources; and
 - b) complete balance sheet of the Applicants.
 - c) technical qualification / experience of the firm, etc.
- 11.9. The Applicant shall bear all costs associated with the preparation and submission of its Application, including data collection, analysis, design, etc. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Empanelment Process.

12. ACKNOWLEDGEMENT BY THE APPLICANT:

- 12.1. It shall be deemed that by submitting the Application, the Applicant has:
- (a) made a complete and careful examination of the information provided in the EOI;
 - (b) received all relevant information requested from Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Authority;
 - (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, development of the

Project in accordance with the EOI and performance of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of the EOI.

12.2. Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the EOI or the Empanelment Process, including any error or mistake therein or in any information or data given by Authority.

12.3. It will be deemed that by submitting the Application, an Applicant agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the EOI and/or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

13. MODIFICATIONS OR WITHDRAWALS OF APPLICATIONS

13.1. Any Applicant may modify or withdraw its Application after submission but prior to the Application Due Date, provided that Authority receives a written notice of the modification or withdrawal prior to the Application Due Date. The responsibility of submitting the modified Application, if any, by the Application Due Date, will rest solely with the Applicant.

13.2. No Applicant shall be allowed to modify its Application after the Application Due Date.

- 13.3. Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.
- 13.4. The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the EOI with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 13.5. If Authority receives a withdrawal notice before the specified time on the Application Due Date, then Authority shall return the Application to such Applicant unopened, and the EMD, if any, submitted by the Applicant.
- 13.6. If Authority receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.

14. MISCELLANEOUS INSTRUCTIONS TO APPLICANTS:

- 14.1. All Applicants should note the following:
 - (a) Strict **adherence to formats**, wherever specified, is required. Non-adherence to formats shall be a ground for declaring an Application non-responsive.
 - (b) All the pages of the submitted document(s) should have **proper page numbering**, otherwise, Authority shall have the rights to declare it as non-responsive.
 - (c) All communication and information should be provided in writing and in **English** language.
 - (d) All financial data shall be in **Indian Rupees**.
 - (e) The metric system, except for description of land, shall be followed for units. All land related information will be provided in **Acres**.
 - (f) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
 - (g) Authority or any of its agencies/consultants/advisors reserve the right to

seek additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority.

- (h) Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
- (i) If any claim made or information provided by the Applicant in the Application or any information provided by the Applicant in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/consultants/ advisors, is adequately satisfied.

15. EARNEST MONEYDEPOSIT:

- 15.1. The Applicants are required to submit an Earnest Money Deposit (EMD) of **Rs. 1.50 Lakhs (Rupees One Lakh Fifty Thousand Only)** along with its Application.
- 15.2. The EMD shall be in the form of an account payee demand draft / pay order / banker's cheque from a scheduled commercial/nationalized bank in India in favour of **"Capital Region Urban Transport"**, and payable at **"Bhubaneswar"**. The Bid Security shall remain valid for a period of 240 days (Two hundred and Forty days) from the Application Due Date.
- 15.3. Any Application not accompanied by an acceptable EMD, in the manner

stated above, shall be summarily rejected by Authority as non-responsive.

- 15.4. Unless forfeited in accordance with Clause 14.7 below, the EMD of the unsuccessful Applicants will be returned by Authority not later than 30 (thirty) days from the date of completion of Empanelment process.
- 15.5. The EMD of the Applicants and shall be returned upon the completion of the empanelment process.
- 15.6. The Applicant, by submitting its Application pursuant to the EOI, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Application or for any default by the Applicant during the Application validity period as set out in the Empanelment Schedule.
- 15.7. The EMD shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
 - (a) Application is withdrawn during the Application validity period;
 - (b) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3;
 - (c) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*), Clause 2.2 (*Conflict of interest*), and Clause 21 (*Rights of CRUT*);

OPENING AND EVALUATION OF APPLICATIONS

16. OPENING OF APPLICATIONS

- 16.1. Authority shall open only those Applications that are submitted on or before the specified time on the Application Due Date.
- 16.2. Authority shall open the Applications at the time and on the date specified in Empanelment Schedule at the following address:

Conference Hall
Capital Region Urban Transport
Block-1, 2nd Floor, BMC Bhawani Mall

Saheed Nagar, -75100, Odisha

The Applications shall be opened in the presence of the Applicants whose designated representatives choose to be present.

- 16.3. The names of all Applicants who have submitted Applications will be readout, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.
- 16.4. The envelopes of the Applications will be opened on the date mentioned in the Empanelment Schedule and at the time and place specified in Clause04 above. Authority will prepare a record of the opening of each part of the Applications that will include, at a minimum, the names of the Applicants whose Applications have been received. The Applicants' representatives who are present will be requested to sign the record. The omission of an Applicant's representative's signature on the record will not invalidate the contents and effect of the record.
- 16.5. Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified to undertake the Project. The procedure for evaluation of the Applications is set out at Clause18.
- 16.6. Any information contained in an Application will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Applicant, in the event that the Applicant is subsequently empanelled on the basis of such information.

17. General Conditions of Evaluation:

- 17.1. To assist in the examination and evaluation of Applications, Authority or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of Applications.
- 17.2. Authority or any of its agencies/consultants/advisors reserve the right to verify any information submitted by the Applicants. Authority's decision regarding any Applicant's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Applicant of the grounds of such

decision/rejection.

- 17.3. Applicants shall provide evidence of their continued eligibility, in accordance with their Applications in a manner that is satisfactory to Authority and as Authority may reasonably request during empanelment period. Specifically, Applicants may be required to update, at Authority's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. An Applicant may be disqualified, if it is determined by Authority at any stage of the Empanelment Process that the Applicant will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria.
- 17.4. Information relating to the examination, clarification, evaluation and comparison of Applications and recommendations for the empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the publication of list of empanelled agencies. Any effort by an Applicant to influence Authority or any of its agencies/consultants/advisors processing of the Applications for award shall result in the rejection of the Application of such Applicant.

18. Evaluation Stages

- 18.1. The Applicants meeting the Eligibility criteria and scoring **70 marks** and above shall be considered for Empanelment.

Sr. No.	Parameter	Total/Maximum Marks
1.	FINANCIAL CAPACITY OF BIDDER	35
	If Turnover = or >10 Crores = 15 marks For every additional turnover of Rs. 5 Crores, the applicant shall get additional mark of 1-mark subject to maximum marks of 20 marks .	20
	If Net Worth = or >1Crore = 10 marks For every additional Net worth of Rs.1 Crore, the applicant shall get additional mark of 1-mark subject to maximum marks	15

	of 15 marks .	
2.	TECHNICAL CAPACITY OF BIDDER	35
	If the applicant has 2 work orders each of value minimum Rs. 1 Crore Or 1 work order with value of minimum 2 crore for providing manpower to organizations (private/Govt.) = 20 marks For every additional work order of Rs. 1 Crore or above, the applicant shall get additional mark/s of 1-mark subject to maximum marks of 35 marks .	35
3.	Experience in the similar field	30
3.1	Relevant experience of the firm, existing manpower strength and managerial staffs. If year of experience = or >5 years = 10 marks For every additional year of experience , the applicant shall get additional mark/s of 1-mark subject to maximum marks of 15 marks	15
3.2	Experience of working with Govt./PSU/Multi-national Companies/ companies of national repute etc. If no. of Govt. projects = or >5 nos. = 10 marks For every additional no. of Govt.Projects the applicant shall get additional mark/s of 1-mark subject to maximum marks of 15 marks	15
	TOTAL	100

19. EVALUATION OF APPLICATIONS

Determination of Responsiveness and Evaluation of Applications

- 19.1. The Applications will first be evaluated to determine responsiveness to the EOI. An Application shall be considered responsive only if:

- (a) the Application and all documents specified in Clause 8.2 are received in the prescribed format;
- (b) the Application is received by the Application Due Date, including any extension thereof;
- (c) it is signed, sealed and marked in accordance with the provisions of the EOI, including specifically, as per Clause 11;
- (d) it contains all the information and documents (complete in all respects) as requested in the EOI; and
- (e) it does not contain any condition for qualification.

19.2. Authority shall evaluate and determine whether the Applicants who have submitted responsive Applications satisfy the eligibility criteria and the Qualification Criteria.

19.3. If any Applicant is found to be disqualified in accordance with the terms of the EOI or the Application is found to be non-responsive or the Applicant does not meet the Qualification Criteria and the eligibility criteria, then the Application submitted by such Applicant will be rejected.

19.4. Authority or any of its agencies/consultants/advisors may ask for additional Information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.

19.5. In order to determine whether the Applicant satisfies the eligibility criteria and the Qualification Criteria, Authority will examine the documentary evidence of the Applicant's eligibility and qualification submitted by the Applicant and any

additional information which Authority receives from the Applicant upon request by Authority.

- 19.6. Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Application.

EMPANELMENT AND OTHER MISCELLANEOUS DETAILS

20. EMPANELMENT OF FIRMS

- 20.1. After completing the evaluation of the Applications and empanelment of the Selected Applicant, Authority shall issue the Letter / Office Order to successful Empanelled firms.

20.2. RFP / Tender / Bid for award of Projects:

- 20.2.1. RFP documents shall be shared with the empanelled agencies as and when required for supply of technical manpower to CRUT.
- 20.2.2. The empanelled agencies shall submit their Proposals / Tender / Bids as per the terms and conditions specified in the RFP documents to be issues.
- 20.2.3. The detailed scope of work along with the other description of each project/ assignment shall be intimated to the empanelled agencies at the time of RFP.
- 20.2.4. Agencies selected in the RFP shall be awarded the projects /assignments.

21. EOI DOCUMENT FEE

21.1. Cost of EOI Document:

- (a) The Applicants are required to submit **INR 11,800/- (non-refundable) including GST @18%** to be payable in the form of Account payee Demand Draft / Pay Order / Banker's Cheque in favour of "**Capital Region Urban Transport**" payable at "**Bhubaneswar**" along with the Application as non-refundable cost of EOI document.
- (b) The cost of EOI Document shall be submitted as Part of Application in a separate sealed cover. Any Application not accompanied with EOI Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Applications of such Applicant

shall not be evaluated further.

22. RIGHTS OF AUTHORITY /CRUT

22.1. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter to the Empanelled Applicant;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Applicant;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, provided that any such verification or lack of such verification by Authority shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of Authority;
- (e) reject an Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Application.
- (f) accept or reject an Application, annul the Empanelment Process and reject all Applications, at any time prior to the issuance of the Letter to the Selected Applicant, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Applicants and without any obligation to inform the affected Applicants.

In the event that Authority annuls the Empanelment Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications from for empanelment.

CRUT reserves the right to drop any Applicant from the empanelled list, add more agencies to the empanelled list and/or curtail the empanelled list without assigning any reason whatsoever. CRUT also reserves the right to modify the terms and conditions of empanelment. All decisions taken by CRUT regarding empanelment shall be final and binding on all Empanelled Agencies.

CRUT also reserves the right to empanel / select any other agency or engage any agency outside the list of Empanelled Agencies, if required after carrying out a competitive bid / selection process or through suitable mechanism.

- 22.2. If it is found during the Empanelment Process, at any time before Empanelment or after Empanelment and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by an Applicant, or an Applicant has made material misrepresentations or has given any materially incorrect or false information to Authority, then:
- (a) the Applicant will be disqualified if not Selected for empanelment by the issuance of the letter; and
 - (b) the Letter shall be cancelled if the Applicant has been declared as the Selected Applicant and if the applicant has been empanelled, then the applicant shall be removed from the list of empanelled firms.

Upon any disqualification, cancellation or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Applicant. Additionally, Authority will have the right to forfeit and appropriate the EMD or, as the case may be, the Performance Security if the Operator Agreement has been executed, as a mutually agreed genuine pre-estimate of the loss suffered by Authority for, amongst others, Authority's time, cost and efforts in conducting the Empanelment Process. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the EOI or Applicable Law.

23. MISCELLANEOUS

- 23.1. The Empanelment Process, the EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.
- 23.2. The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process and the EOI.
- 23.3. All documents and other information provided by Authority or submitted by an Applicant to Authority will remain or become the property of Authority, as the case may be. Applicants are required to treat all information provided by Authority in the EOI as strictly confidential and will not use them for any purpose other than for preparation and submission of their Applications.
- 23.4. Authority will treat all information, submitted as part of Application in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Applications or the Empanelment Process unless:
 - (a) such publication is contemplated under these EOI; or
 - (b) such publication or disclosure is made to any person who is officially involved or concerned with the Empanelment Process or is a retained professional advisor advising Authority or the Applicants on matters arising out of or concerning the Empanelment Process; or
 - (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
 - (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005);or
 - (e) in connection with any legal process.
- 23.5. Authority shall not be required to return any Application or part thereof or any information provided along with the Application to the Applicants, other than in accordance with provisions of the EOI.

ANNEXURE-1: FORM - 1
FORMAT FOR COVERING LETTER
(On the Letterhead of the Applicant)

To

Capital Region Urban Transport
Block-1, 2nd Floor, BMC Bhawani Mall
Saheed Nagar, -75100, Odisha

Dear Sir:

Ref: Expression of Interest for Empanelment of Agencies for collection of fare box revenue from the city bus services operated by Capital Region Urban Transport (CRUT)

1. 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 information provided in the Empanelment document provided by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification

statement.

5. I/We certify that in the last three years, we 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the

Empanelment Document.

12. I/We submit cost of EOI document of Rs. _____ /-(Rupees _____ Only) vide _____ [DD no./ BD No., name of bank] to the Authority in accordance with the Empanelment Document.

13. I/We offer a EMD of Rs. _____ /-(Rupees _____ Only) vide _____ [DD no./ BD No., name of bank] to the Authority in accordance with the Empanelment Document.

14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

ANNEXURE-2: FORM - 2

FORMAT FOR APPLICANT PROFILE AND STATUS

Sr. No.	Description	Status
1.	Name of the firm	
2.	Status(Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Web address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration (Copy of GST Registration Certificate to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Copy of Audited Financial Statement, Income Tax Returns & GST returns for last three years ending 31.03.2020*	
17.	Valid Registration/ License for existing contracts with Labour Department, Government of Odisha Kindly attach documental proof.	
18.	Half yearly return form no. XXIV	

	submitted last with the labour department. Kindly attach the copy of the same.	
19.	Valid Registration with Employee's State Insurance Corporation (ESIC) Kindly attach documental proof.	
20.	Valid registration with Employees Provident Fund (EPF) & ESIC Kindly attach documental proof.	
21.	Company has bank account along with proof	
22.	Whether Company has ever been blacklisted/ debarred (Clause 4.1), specify Yes/No	
23.	Company has experience of 3 years in in the business of manpower and associated services (in terms of Clause 4.1) Please attach proof of the same	
24.	Company qualifies in respect of Clause 4.1 Please attach proof.	
25.	Any other relevant information	

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

ANNEXURE-3: FORM -3

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____ [name of the company/partnership/ proprietary firm], a _____ [Company/partnership/ proprietary firm] incorporated under the _____ [Insert relevant act], having its Registered Office at _____ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Expression of Interest (EOI) for “Empanelment of Agencies for collection of fare box revenue from the city bus services operated by Capital Region Urban Transport (CRUT)” (“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the CRUT and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. _____ daughter/son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____ [name Of the Company] do hereby nominate, constitute and appoint _____ [name & designation of the person] son/daughter/wife of _____ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the EOI.

- to sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm;and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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 power hereby conferred shall always be deemed to have been done by us.

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the day of _____,20 in the presence of [name & designation of the</p>	<p>----- [name & designation of the person] -----</p>
--	---

person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]	[name & designation of the person]
---	------------------------------------

Instructions:

- (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 executants(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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-4: FORM – 4

FORMAT FOR SUMMARY OF TECHNICAL EXPERIENCE

Completed projects:

Sr. No.	Name of project	Client / Agency	Period	Project Cost / Contract Value	Number of Manpower Deployed	Remarks
1						
2						
3						
4						
5						

Note:

1. Supporting document with respect of each work experience to be furnished by the applicants.

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Date

ANNEXURE-5: FORM - 5

FORMAT FOR SUMMARY OF FINANCIAL STRENGTH

Sr. No.	Financial Year	Turnover of firm/ company in INR	Average Annual Turnover – for last 3 FY.
1	2019-20		
2	2018-19		
3	2017-18		

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

Note:

1. Audited annual statements (Balance Sheet and Profit & Loss account) for last three years to be submitted by the applicants.

ANNEXURE-6: FORM - 6

FORMAT FOR SUMMARY OF FINANCIAL STRENGTH

Sr. No.	Financial Year	Net Worth of firm/ company in INR	Average Net Worth – for last 3 FY.
1	2019-20		
2	2018-19		
3	2017-18		

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date