# **Capital Region Urban Transport**

Plot No-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha (INDIA), Pin-751024 Email: crutbbsr@gmail.com; Phone No.: 0674-3501580

Notice No. 9/0 /CRUT

Date: 10/04/2025

# REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF FIELD OPERATION AND MANAGEMENT AGENCY (FOMA) FOR CAPITAL REGION URBAN TRANSPORT.

Capital Region Urban Transport (CRUT) invites Proposal from interested agencies for the above-mentioned purpose. Please refer the RFP document for details.

- The RFP document shall be available from 11/04/2025 onwards in following web portal: <a href="https://www.capitalregiontransport.in">www.capitalregiontransport.in</a>. Any further intimation (i.e. Corrigendum/ Addendum/ Responses to the queries/ Clarifications) shall be uploaded in the above website only.
- Applicants are required to submit duly filled Proposal as per the prescribed formats on or before 28/04/2025 by 4:00 PM. The Proposals received shall be opened at 12:00 PM on 29/04/2025.
- In case of any queries/clarifications, email at <a href="mailto:crutbbsr@gmail.com">crutbbsr@gmail.com</a>
- CRUT reserves the right to accept or reject bid process without assigning any reasons thereof.

General Manager (P&A)
Capital Region Urban Transport

Memo No. 2// /CRUT/2025

Dated: 10/04/2025

Copy forwarded to The Director, Information & Public Relation Department E-mail: <a href="mailto:ipr.advt@gmail.com">ipr.advt@gmail.com</a> with a request to publish the notice in one issue of Odia daily News Paper Dailies, Two English National Daily for publishing the advertisement in their next issue on 11/04/2025 with a minimum required space. The complimentary copy of the newspaper containing the proposal may be sent to the office for reference and record along with the tax invoice mentioning CRUT GSTIN- 21AAECB3275H2ZZ.

General Manager (P&A)
Capital Region Urban Transport

Tender No: 810/CRUT Date: 10/04/2025



# **REQUEST FOR PROPOSAL**

FOR SELECTION OF FIELD OPERATION AND MANAGEMENT AGENCY (FOMA) FOR CAPITAL REGION URBAN TRANSPORT.

## **Tender Inviting Authority**

# Capital Region Urban Transport

Plot No. 548/1452, Patia, Kalarahanga, Bhubaneswar, Pin – 751024, Khordha, Odisha. website: https://capitalregiontransport.in/

#### 1. Disclaimer

The information contained in this Request for Proposal document (the "tender") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the General Manager, Capital Region Urban Transport, Odisha hereinafter called "Authority" or any of its employees is provided to Bidder(s) on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this tender (the "Bid"). This tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for Authority, or its employees to consider the technical capabilities, investment objectives, financial situation 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 Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this tender and obtain independent advice from appropriate sources.

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

Authority or its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles 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, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Bid Stage.

Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.

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

The issue of this tender does not imply that Authority is bound to select a Bidder or to appoint the selected Bidder and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Authority reserves all the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

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

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# 2. Bid Datasheet

Sr. No.	Key Information	Details
1.	RFP Reference Number & Date	RFP No.: 810 Date: 10/04/2025
2.	Tender document available date	Soft copy can be downloaded from the following website: https://capitalregiontransport.in/ Date: 11/04/2025
3.	Name of the Assignment	RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.
4.	Last date for submission of Queries for clarifications	Date: 18/04/2025 Time: Till 5:00 PM
5.	Pre-bid meeting	Date: 19/04/2025 Time: 12:00 PM Location: Conference Hall, Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
6.	Response to Pre-Bid Queries by uploading in website	Date: 21/04/2025 website: <a href="https://capitalregiontransport.in/">https://capitalregiontransport.in/</a>
7.	Address for Submission of Proposals	Mode of Submission: Physical Submission (Offline) through Registered post/Speed post & Courier.  Address: Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
8.	Last date and time for submission of Proposals (Proposal Due Date)	Date: 28/04/2025 Time: Till 4:00 PM
9.	Place, Date, and time of opening of Technical Proposals	Date: 29/04/2025 Time: 12:00 PM Location: Conference Hall, Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024

Sr. No.	Key Information	Details
10.	Place, Date and Time for opening of Price Proposals	Date & Time will be communicated later to the technically qualified bidders at Email ID provided by bidders.  Location: Conference Hall, Capital Region Urban Transport,
		Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
Document inclusive of 18% GST. A commercial bank/ natio		Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) inclusive of 18% GST. As Demand Draft from any scheduled commercial bank/ nationalized bank in drawn in favour of "Capital Region Urban Transport, Bhubaneswar", payable at Bhubaneswar,
12.	Cost of E.M.D.	Rs. 5,00,000/- (Rupees Five Lakhs only)
		As Demand Draft from any scheduled commercial bank/ nationalized bank in drawn in favour of "Capital Region Urban Transport, Bhubaneswar", payable at Bhubaneswar,
Security payable by Performance		The Preferred Bidder shall furnish to Authority a Compliance Performance Security deposit equivalent to 5% of project cost (Annual Price Bid) in the form of a Bank Guarantee.
14.	Bid Validity Period	180 days from the Opening of the Financial Bid
15.	Method of Selection	L1 Selection
16.	Point of Contact	The General Manager(P&A),
		Location: Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024
		Email: crutbbsr@gmail.com
17.	Website address	https://capitalregiontransport.in/

#### 3. Letter of Invitation

# RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

Bidders will be selected under technical score-based procedure as prescribed in the tender Document in accordance with the procedures prescribed here.

Interested bidders having their presence in Odisha and fulfilling eligibility conditions as mentioned in this tender can submit their proposals Physically (Hard Copies In Properly Binded and Indexed With Page Number) addressed to "The General Manager(P&A), Capital Region Urban Transport, Patia Station Road, Kalarahanga, Bhubaneswar, Odisha 751024" through Registered Post/Courier/Speed Post.

The proposal should be submitted in hardcopy two parts/ envelope as follows:

Part 1: Qualifying Proposal- Envelope A (Tender Fee, EMD Fee, Support Documents for qualification & bid proposal of the bidder)

Part 2: Financial Proposal- Envelope B (Financial Proposal)

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the tender.

In the event, any of the instructions mentioned herein have not been adhered to, the Office of the Capital Region Urban Transport may reject the Proposal.

The proposal, complete in all respect as specified in the tender Document, must be accompanied with a Non-refundable Bid Tender Fee and a Refundable EMD of paid as prescribed in the tender failing which the bid will be rejected.

The last date and time for submission of proposal, complete in all respect, is as per the Bid Datasheet and the date of opening of the qualifying proposal is as mentioned in the Bid Datasheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bid Datasheet. Representatives of the bidders may attend the meeting with due authorization letter and identity proof on behalf of the bidder.

While all information/data given in the tender are accurate within the consideration of scope of the proposed assignment to the best of the General Manager's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this tender. Authority reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

General Manager (P&A)
Capital Region Urban Transport

#### 4. Instruction to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contracts. It is important that the Bidder carefully reads and examines the tender document.

# 4.1 General Terms of Bidding

- i. The General Manager(P&A), Capital Region Urban Transport (CRUT) invites proposals ("Bids") to this Tender for selection of service provider for Field Operation and Management Agency (FOMA).
- ii. The tenure of the contract of the successful bidders shall be for 3 years ("project duration"). CRUT, at its discretion, may extend the contract for further period of 2 years on the same terms & conditions and on the contract, prices decided pursuant to this tender subject to satisfactory performance of the selected bidder.
- iii. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender may wish to consult their own legal advisers in relation to this tender.
- iv. All information supplied by the successful bidder may be treated as contractually binding on the bidder, after successful award of the assignment is made based on this tender.
- v. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of CRUT.
- vi. CRUT may cancel this tender at any time prior to a formal written agreement being executed between parties.
- vii. Bid must be received not later than time, date and venue mentioned in the bid Data Sheet. Proposals that are received late shall not be considered in this tender process.
- viii. No oral conversations or agreements with any official, agent, or employee of CRUT shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of CRUT shall be superseded by the definitive agreement that results from this tender process.
- ix. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against CRUT or any officials or employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- x. All proposals and accompanying documentation of the technical proposal shall become the property of CRUT and shall not be returned after opening of the technical proposals.
- xi. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of his bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it.

## 4.2 Completeness of Response

- i. The bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender documents carefully. The submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a Bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the bid EMD.

### 4.3 Proposal Preparation Cost

- i. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Office of CRUT to facilitate the evaluation process, and all other related activities of the Bid process. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii. All materials submitted by the bidder shall be the absolute property of Authority and no copyright etc. shall be entertained by Authority.

#### 4.4 Amendment of tender Document

- i. All the Corrigendum / Addendum made in the document would be published on the Portal and shall be part of tender.
- ii. The Bidders are advised to visit the portal on regular basis to check for necessary updates. Authority also reserves the right to amend the dates mentioned in this tender.

#### 4.5 Bid Document Fee

The bidders are requested to pay the Bid Document Fee as defined in this tender. The tender document can be downloaded from the portal (<a href="https://www.capitalregiontransport.in/">https://www.capitalregiontransport.in/</a>) on registration. Bids that are not accompanied by the tender Price or accompanied with inadequate tender Price, shall be considered non-responsive and will be rejected.

## 4.6 Supplementary Information to the tender

If Authority deems it appropriate to revise any part of this tender or to issue additional data to clarify an interpretation of provisions of this tender, it may issue supplements to this tender. Any such corrigendum shall be deemed to be incorporated by this reference into this tender.

#### 4.7 Sub-Contracting

Sub-contracting is not allowed.

#### 4.8 Right to Terminate the Process

- CRUT may terminate the tender process at any time and without assigning any reason.
   CRUT makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This tender does not constitute an offer by CRUT

# 4.9 Right to Vary Scope of Contract

- Capital Region Urban Transport (CRUT) may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services, or scope of the Contract as specified.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of CRUT's changed order.

#### 4.10 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

- i. Bids not qualifying under eligibility criteria.
- ii. Bids submitted without improper EMD or tender fees.
- iii. Bids received through any platform other than prescribed platform as mentioned in the tender.
- iv. Bidders who has breach the contract with the Authority before completion of the Contract period for any reason.
- v. Bids which do not confirm to the unconditional validity of the bid as prescribed in the tender.
- vi. If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process
- vii. Any effort on the part of a Bidders to influence the Authority's bid evaluation, bid comparison or contract award decisions.
- viii. Bids received by CRUT after the last date and time for receipt of bids prescribed in the data sheet.
- ix. Bids without signature of person (s) duly authorized on the bid.
- x. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- xi. Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
- xii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- xiii. Failure to furnish all information required by the tender Document or submission of a bid not substantially responsive to the tender Document in every respect.
- xiv. Bidders not quoting for the complete scope of Work as indicated in the tender documents, addendum (if any) and any subsequent information given to the Bidders.
- xv. Bidders not complying with the General Terms and conditions as stated in the tender Documents.
- xvi. The Bidders do not confirm unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this tender.
- xvii. If it is found that bidders have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/

- establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of CRUT for further penal action including blacklisting.
- xviii. If after awarding the contract, it is found that the accepted bid violated any of the directions pertaining to the participation, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the bidders.
  - a. Price Bids that do not conform to the tender's price bid format.
  - b. Total price quoted by the Bidders does not include all statutory taxes and levies applicable.

#### 4.11 Conflict of Interest

- Conflict of interest exists in the event of Conflicting assignments, typically agencies
  providing any other services outsourced by Authority like Bus operator, farebox
  revenue collection etc.
- Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

#### 5. Bid Submission Instructions

#### 5.1 Tender Document Fees

- i. The Bidders shall download the tender document from the website as mentioned in the Proposal Data Sheet.
- ii. The Bidders shall pay tender document fee as prescribed in data sheet.
- iii. The downloading of the tender documents shall be carried out strictly as provided on the web site.
- iv. The tender document fee is non-refundable and not exempted.

#### 5.2 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their bids, EMD as per the details mentioned in the Data Sheet.
- ii. EMD of all bidders would be refunded by CRUT after submission of Performance Bank Guarantee by the successful bidder.
- iii. The EMD amount is interest free and will be refundable without any accrued interest on it.
- iv. In case bid is submitted without the EMD then CRUT will reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- v. The EMD may be forfeited:
  - a) If a bidder withdraws its bid during the period of bid validity.
  - b) If the successful bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
  - c) If the successful bidder fails to sign the Agreement within 15 days from the issue of Letter of Intent (LOI) by CRUT.

- vi. The Bidder shall submit the original of the DD towards EMD (mentioned in the Proposal Data Sheet) at the address, time, and date.
- vii. The bidder must provide the Bank details along with IFSC code for return of the EMD.

#### 5.3 Pre-Bid Queries on tender

- i. Authority will host a Pre-Bid meeting as per the date mentioned in the data sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the tender and the proposed solution requirements in reference to the tender. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender and the project.
- ii. All Bidders shall e-mail their queries to, Capital Region Urban Transport (CRUT), crutbbsr@gmail.com
- iii. The response to the queries will be published on (https://www.capitalregiontransport.in/). No telephonic / queries will be entertained thereafter. This response of Authority shall become integral part of tender document. Authority shall not make any warranty as to the accuracy and completeness of responses.
- iv. Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.
- v. Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on Authority.

Name of Bidder					
De	epartment Name	)			
Te	ender Ref. No				
Te	nder Name				
Te	ender Due Date				
#	tender Page	tender Clause	Clause	Queries	Justification
	No.	No.	Title	/Clarification Sought	by Bidder
		••			

All Bidders shall e-mail their queries in above (Microsoft Excel sheet) format:

# 5.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- Authority will formally respond to the pre-bid queries after the pre-bid conference.
- ii. Authority will endeavour to provide timely response to all queries. However, CRUT makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the bidders.

- iii. At any time prior to the last date for receipt of bids, CRUT may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the tender Document by issuing a corrigendum.
- iv. The Corrigendum, if any, notifications regarding extensions, if any, and clarification to the queries from all bidders will be posted on the website mentioned in the Proposal Data Sheet or emailed to all participants of the pre-bid meeting.
- v. Any such corrigendum shall be deemed to be incorporated into this tender.
- vi. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CRUT may, at its discretion, extend the last date for the receipt of Proposals.
- vii. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

#### 5.5 Preparation of Proposals

- i. The bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the quantities, specifications, and diagrams that are included in the tender document are intended to give the bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by CRUT.
- ii. The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
- iii. The bidder must propose a solution to meet the requirements of CRUT. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this tender document, are required to be made to meet the conceptual design and/or requirements of tender, all such changes shall be included in the technical proposal and their commercial impact, thereof, shall be included in the commercial bid.
- iv. If, during the sizing of the solution, any additional product that is not listed in the tender document is required to be included to meet the conceptual design, performance requirements and other requirements of tender, all such product(s) should be included by the bidder in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- v. CRUT will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- vi. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/ SLA, and other requirements of tender, the bidder shall revise the required specifications and/or quantities as proposed by the bidder in their bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the lump sum contract price, at no extra cost and without any impact to CRUT whatsoever.
- vii. Proposals shall include "Technical Proposal" and "Financial Proposal". The content of proposal should be as below:

#### Main Cover:

 Super scribed with "RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport" and bidders name and address.

- It shall be included in both the envelopes.
  - **ii. Part 1**: Qualifying Proposal- **Envelope A** (Tender Fee, EMD Fee, Support Documents for qualification & all other documents of the bid).
  - iii. Part 2: Financial Proposal- Envelope B (Financial Proposal).

It is to be noted that the Technical Proposal Envelope shall contain all the supporting documents related to qualifying criteria, terms, and conditions of tender document etc. The proposal must have complete tender/tender documents except Price Bid part.

The successful bidder needs to provide the bid documents with proper binding and index. The page number should be mentioned clearly against the documents. Failing of these may lead to disqualification.

- 1. Financial Proposal Envelope:
  - The successful bidder needs to submit the Financial Proposal (Price Bid) as per the given format in **Annexure-IX**.
  - It is to be noted that the Financial Proposal Envelope shall contain only Prices and no conditions i.e., deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Conditional offers shall be rejected.

## 5.6 Proposal preparation costs

- i. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Authority to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- ii. CRUT shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 5.7 Bidders Authorization

- i. The "Bidders" as used in the tender documents shall mean the one who has signed the tender Forms. The Bidders may be either the Principal Officer or his duly Authorized Representative, in either case, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished, and signed by the representative and the principal.
- ii. The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the signatory of the Proposal.
- iii. Any change in the Principal Officer shall be intimated to CRUT in advance.

#### 5.8 Address for Correspondence

The Bidders shall designate the official mailing and e-mail address to which all correspondence shall be sent.

#### 5.9 Local Conditions

- i. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. CRUT shall not entertain any request for clarification from the Bidders regarding such conditions.
- ii. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract shall in no way relieve the successful Bidders from performing any work in accordance with the tender documents.
- iii. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded under the bidding documents shall be permitted by CRUT on account of failure of the Bidders to apprise themselves of local laws and prevailing conditions.

# 5.10 Bid validity period.

Bid shall remain valid for the time mentioned in the Proposal Data Sheet i.e. 180 days from the date of opening of the financial bids.

#### 5.11 Only one proposal

If a Bidder submits or participates in more than one Proposal, such a Bidder shall be disqualified.

#### 5.12 Additional Conditions

- i. No oral conversations or agreements with any official or employee of Capital Region Urban Transport (CRUT) shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of Capital Region Urban Transport (CRUT) shall be superseded by the definitive agreement that results from this tender process. Oral communications by, Capital Region Urban Transport (CRUT) to bidders shall not be considered binding nor shall any written materials have provided by any person other than, Capital Region Urban Transport (CRUT).
- ii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against, Capital Region Urban Transport (CRUT) or any of its employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- iii. All proposals and accompanying documentation of the technical proposal will become the property of, Capital Region Urban Transport (CRUT) and will not be returned after opening of the technical proposals.
- iv. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of his bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it.

# 5.13 Right to Terminate the Process

Capital Region Urban Transport (CRUT) may terminate the tender process at any time and without assigning any reason. Capital Region Urban Transport (CRUT) makes no commitments, express or implied, that this process will result in a business transaction with anyone.

#### 5.14 Compliant proposals/Completeness of response

- i. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the proposal noncompliant and the proposal may be rejected. Bidders must:
  - a) Include all documentation specified in this tender.
  - b) Follow the format of this tender and respond to each element in the order as set out in this tender.
  - c) Comply with all requirements as set out within this tender.
- iii. Bidder should not propose multiple options for any system software or other infrastructure proposed as part of the bid.
- iv. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.

#### 5.15 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender. No Deviations and Exclusions to the tender are allowed. In the absence of any specific provision in the agreement on any issue, the decision of CRUT shall be final.

#### 5.16 Modification and Withdrawal of Bids

- i. No bid shall be altered / modified after submission to CRUT. Unsolicited correspondences in this regard from Bidders shall not be considered.
- ii. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidders in the Bid.
- iii. Withdrawal of a bid during this interval shall result in the Bidders forfeiture of its EMD.
- iv. Prices in any form or by any reason before opening the Commercial Bid should not be revealed. If price change is envisaged due to any clarification, revised financial Bid can be called from all the bidders by CRUT.

#### 5.17 Late Bids

- i. Bids received in hard copy after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- ii. The bids submitted by telex/telegram/fax/e-mail, or any other mode shall not be considered. No correspondence will be entertained on this matter.
- iii. CRUT reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

## 5.18 Submission of Proposal

The proposal shall be submitted, through Physical Submission as details specified in the Bid Datasheet, as per the procedure given below:

- Physical Copy of complete technical proposal and Tender Fee in form of DD as specified in Bid Datasheet.
- ii. Proposal shall include hard copy of complete technical proposal and Tender Fee & EMD in form of DD as specified in Bid Datasheet.
- iii. Financial Proposal as per the format provided in Annexure.
- iv. Bidder should sign the Bidder Details as per Annexure on company letter head stating that they have read and understood, all the terms and conditions stipulated for in the tender and are willing to abide by these tender terms and conditions, before submitting the bid document. Bids submitted without the signed bidder details and not complete in all respect shall not be considered incomplete and will not be considered for evaluation.
- v. The prospective bidders are required to visit website details as per bid datasheet mentioned in the Tender document.
- vi. Un-signed and un-sealed application shall not be accepted.
- vii. All pages of the application and documents being submitted must be signed, stamped, and sequentially numbered by the bidder.
- viii. Ambiguous applications/documents/bids will be out-rightly rejected.
- ix. Applications not submitted as per the format will be rejected.
- x. Bid with any deviation shall be liable for rejection.
- xi. The bid documents are non-transferable.
- xii. The bidder is expected to price all the items and services sought in this tender. The Bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of work and must cover the entire Agreement Period.
- xiii. 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.
- xiv. The technical proposal shouldn't contain any financial information, if found same shall be considered as rejected.
- xv. The following conditions shall be adhered to while submitting a Bid:
- xvi. Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidder may format the prescribed forms making do provision for incorporation of the requested information.
- xvii. The bid documents are non-transferable.
- xviii. The Bidder meeting all criteria prescribed in the pre-qualification proposal criteria shall be termed as Qualified Bidder. Financial Bid of only Qualified Bidder shall be opened.

# 6. Bid Opening and Evaluation Process

## 6.1 Opening of Bids

- i. The bids that are submitted successfully shall be opened as per date and time given in Proposal Data Sheet, as per the procedure only in the presence of bidders or their respective duly authorized representatives.
- ii. Total transparency will be observed and ensured while opening the Proposals/Bids.

- iii. Capital Region Urban Transport (CRUT) reserves the right to postpone or cancel the Bid opening schedules.
- iv. Bid opening will be conducted in two stages.
  - a) In the first stage, Pre-qualification Proposals would be opened. The EMD of the Bidders will be opened on the same day and time, on which the Pre-qualification Proposal is opened.
  - b) In the second stage, Commercial Proposal of those Bidders whose Technical Proposals qualify, would be opened.
  - c) In the event of the specified date of Bid opening being declared as Government holiday, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative(s) of any Bidder remain(s) absent, Capital Region Urban Transport (CRUT) will continue the process and open the bids of the all the other Bidders, whose representatives are present.

#### 6.2 Evaluation Process of Bids

- i. The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Pre-Qualification Criteria mentioned in the cluse.
- ii. A minimum Technical Score of 70 out of 100 is required to qualify for opening of financial Bid. Only those bids having minimum score would be considered 'Qualified' and eligible for opening of financial bids.
- iii. To facilitate the evaluation of the Bid, Authority 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 Authority for this purpose and all clarifications shall be in writing.
- iv. If any Bidder does not provide clarifications required as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, Authority may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by Authority.
- v. Any information contained in the Bid shall not in any way be construed as binding on Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- vi. The Authority 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.
- vii. Authority will constitute an Evaluation Committee to evaluate the responses of the bidders.
- viii. Evaluation Committee constituted by Capital Region Urban Transport (CRUT) shall evaluate the responses to the tender and all supporting documents / documentary evidence.
- ix. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- x. Capital Region Urban Transport (CRUT) reserves the right to do a reference check of the past credentials stated by the Bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
- xi. The decision of the Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained in this regard.

xii. The Evaluation Committee reserves the right to reject any or all proposals based on any deviations without assigning any reason thereof.

#### 6.3 Clarification on Bids

- i. During the bid evaluation, Capital Region Urban Transport (CRUT) may at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. Capital Region Urban Transport (CRUT) may ask for clarifications as many times as possible from the bidders to the satisfaction of the Technical Evaluation committee.
- ii. If the bidder fails to provide the clarification or any additional information sought, the information provided in the technical proposal only, will be used for evaluation. It is clearly understood that the additional information or clarification on the technical proposal provided by the bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the bidders.

### 6.4 Preliminary Examination of Bids

- i. Capital Region Urban Transport (CRUT) will examine the bids to determine whether they are complete, whether the required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the tender, will be rejected by Capital Region Urban Transport (CRUT) and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection. Initial Bid scrutiny will be held, and bids will be treated as non-responsive, if bids are:
  - a) Not submitted in format as specified in the tender document Received without the Letter of Authorization (Power of Attorney) Found with suppression of details.
  - b) With incomplete information, subjective, conditional offers, and partial offers submitted.
  - c) Submitted without the documents requested.
  - d) Non-compliant to any of the clauses mentioned in the tender.
  - e) With lesser validity period.

#### 6.5 Pre-Qualification

The bidders shall be evaluated based on the Pre-Qualification criteria mentioned below. The bidders should fulfil all the following eligibility criteria, as per details mentioned below. The proposal failing to meet all the below pre-qualification eligibility criteria shall be disqualified and shall not be considered for financial evaluation process. Decision of Authority shall be final in this matter and would be binding upon the bidder.

SI. No.	Basic Requirement	Qualification Criteria	Documents to be Submitted
1.	Legal Entity	The bidder should be: A company registered under the Indian Companies Act, 1956/2013 or LLP firm under LLP Act 2008, or Partnership Firm.	<ul> <li>Certificate of incorporation/ Partnership Deed in case of partnership firm and Articles of Association in case of limited company.</li> <li>GST registration Certificate</li> <li>The bidder must be registered with State GST of Odisha Govt. or registration shall be taken within 30days of the Contract agreement.</li> </ul>
2.	Annual Turnover	Minimum average annual turnover of the organization must be INR <b>30 Crores</b> from the last three (3) financial years (FY 21-22, FY 22-23 and FY 23-24)	<ul> <li>Audited balance Sheet and Statement of Profit &amp; Loss for last 3 financial years.</li> <li>Average Annual Turnover Certificate for the last 3 financial years duly signed by Statutory Auditor/CA of the Bidder.</li> <li>GST Annual Return copies of the respective financial years.</li> </ul>
3	Net worth	The Bidder should have average net worth at least INR 2 Crores for last three (3) years. (FY 2021-22, FY 2022-23 and FY 2023-24)	Certificate from the Statutory Auditor/CA clearly stating average Net worth as defined in this RFP in the stipulated format under Annexure.
4.	Experience of bidder	The bidder should have at least 5 years of experience in providing manpower services, with a minimum of 3 consecutive years of experience in providing at least 100 technical and professional manpower to any State Government Department, State Public Sector	Copy of relevant Work     Order OR LoA or     Agreement from     Authority.

SI. No.	Basic Requirement	Qualification Criteria  Documents to b Submitted			
		Undertakings (PSUs), or any other Central/State Government entity in Odisha, within the last 5 years from the date of release of this tender.			
5.	Must be registered under EPF/ESIC.	Should have enrolled at least 100 employees as on date of bid submission. EPF Challan & payment confirmation slip of last 3 months must be submitted in support.	EPF & ESIC registration certificate, EPF/ESIC Challan & payment confirmation slip of last 3 months must be submitted in support.		
6.	Non-Blacklisted Undertaking	Self-declaration by the bidder confirming that they have not been blacklisted by any Central/State Government Department or Central/State Public Sector Undertakings (PSUs) or any other Government (Central/ State/PSU/ ULBs/ Smart Cites SPV) Organization in India as on proposal due date.	Self-declaration by the bidder signed by the authorized signatory.		
7.	Power of Attorney	Power of Attorney in favour of person who has signed the Tender documents.	On the bidder letter head.		
8.	Tender Fee	Tender Fees as specified in Bid Data sheet	In form of DD in favour of Capital Region Urban Transport, Bhubaneswar.		
9.	E.M.D. Fee	E.M.D. Fees as specified in Bid Data sheet	In form of DD in favour of Capital Region Urban Transport, Bhubaneswar.		
10.	Mandatory Requirement	<ul><li>Valid PAN Number</li><li>Valid GST Number</li></ul>	Certificate Copy		
11.	Presence in Odisha	The Bidder must have a registered project office/ office in Odisha.	Valid address proof copy.		
Compl	Complete tender document with each page signed and stamped by bidder.				

## 6.6 Additional Work:

Authority reserves the right to increase or reduce the number of resources. For any additional manpower, payment shall be made additionally according to the terms and conditions of the existing agreement.

## 6.7 Technical Bid Evaluation

• Weighted Technical Mark (TM) will be given based on the evaluation of the Technical Bid delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP.

Sr. No	Descriptions	Marks	Supporting Documents
TQ-1	Financial Capability: The bidder must have an average annual turnover of at least Rs. 30 Crores during the last three completed financial years (FY 2021-22, FY 2022-23 & FY 2023-24):  • at least Rs. 30 Crores: 20 Marks • >Rs. 30.00 Crores and < 40.00 Crores: 5 Marks • >Rs.40.00 Crores: 5 Marks	30 Marks	Audited financial statements for last three Financial Years or CA's certificate clearly specifying the average annual turnover for the specified years. GST Annual returns of the specified years must be submitted
TQ -2	Net Worth: The Bidder should have average annual net worth at least Rs.2 Crores for last three (3) years. (FY 2021-22, FY 2022-23 and FY 2023-24)  at least Rs.2 Crores: 15 Marks  >Rs.2.00 Crores to above: 5 Marks	20 Marks	Certificate from the Statutory Auditor /Chartered Accountant clearly stating annual average Net worth as defined in this RFP in the stipulated format under Annexure IV.
TQ-3	Experience: The bidder should have at least 5 years of experience in providing manpower services, with a minimum of 3 consecutive years of experience in providing at least 100 technical and professional manpower to any State Government Department, State Public Sector Undertakings (PSUs), or any other Central/State Government entity in Odisha, within the last 5 years from the date of release of this tender.at least 100 manpower = 10 Marks  • >100 manpower and < 300 manpower = 10 Marks  • > 300 manpower: 10 Marks	30 Marks	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/Experience Certificate
TQ-4	Transport Sector Experience: The bidder experience of executing transport sector project.  • Each project shall carry 10 Marks • 15 Marks (Maximum).	15 Marks	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/Experience Certificate
TQ-5	Local Experience: The Bidder shall have experience in projects related to providing technical and professional manpower executed in Odisha, specifically through contracts with State or Central Government agencies.	05 Marks	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/Experience Certificate
	Total Marks	100	

**Note:** A minimum Technical Score of 70 out of 100 is required to qualify for opening of financial Bid. Only those bids having minimum score would be considered 'Qualified' and eligible for opening of financial bids.

#### 6.8 Financial Bid Evaluation

The Bidder shall provide the financial proposal and shall quote Percentage on Total CTC of as mentioned in tender as per Annexure IX: Format for Financial Proposal.

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

The Bidder/s quoting the **lowest financial quote (L1)** shall be the Preferred Bidders. For avoidance of doubt, it is clarified that in the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.

# 6.9 Financial Proposal

- i. Bidder(s) need to submit their price bid proposal as per the **Annexure IX**.
- ii. As per Govt. of Odisha, Finance Department office memorandum no. 19595/F dt.11.07.2023, para no.3, the service charges fixed for outsourcing services shall be within minimum of 3.85% and maximum of 7% towards Management fees of the service provider. Therefore, the respective bidders shall quote their service charges within the aforesaid limits fixed by Govt. of Odisha.

#### 6.10 Selection of Bidder

- The Bidder/s whose Bid is adjudged as responsive in terms of tender and with the lowest financial quote (L1 Bidder) as per Clause shall be declared as the selected Bidder/s (the "Successful Bidder/s").
- ii. The Bidder shall assess and quote its management fees as a percentage of Total CTC of all resources in the following table. The percentage quoted shall not change for the entire duration of the contract. The percentage quoted below will be payable to agency with the total salary paid to employees/manpower as per tender condition after deduction of penalty (If applicable) on monthly or quarterly basis.
- iii. If two or more Bidder quote the lowest amount, (the "The L1 Bidder"), then the Authority shall award the work to the bidder with the higher technical mark secure in technical evaluation criteria mentioned in the cluse mentioned in this RFP.
- iv. Further, if the technical mark is same for L1 bidder / bidders then the authority shall award the work to the bidder with higher average annual turnover as per Annexure IV.

## 6.11 Contract Period

The contract period shall remain valid for 3 (three) years on satisfactory performance the contract period can be extended for a period of 2(Two) years on annual renewal basis.

#### 6.12 Letter of Award & Contract Agreement

i. After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within15 (Fifteen) days of the receipt of the LOA, 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, the Authority 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 the Authority on account of failure of the Successful Bidder to acknowledge the LOA.

- ii. After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between Authority and the Successful Bidder. The Date of execution of Contract Agreement between Authority and Successful Bidder shall be identified as Commercial Operation Date (COD).
- iii. The successful bidders shall submit the performance security in the Bank Guarantee within the time mentioned in the LOA.
- iv. After submission of bank guarantee the Contract Agreement of 36 month shall be executed between the Authority and the successful bidder.

### 6.13 Performance Bank Guarantee (PBG)

- i. The PBG (5% of annual contract value) shall be submitted within 30 days of notification of award done through issuance of the Work Order/ Letter of Acceptance valid for the entire period of the project. CRUT shall facilitate the signing of contract within the period of 30 days of notification of award. However, it is to be noted that the date of commencement of project and all contractual obligations shall commence from the date of issuance of Work order/ letter of acceptance, whichever is earlier. All reference timelines as regards execution of project and payments to bidder shall be considered as beginning from date of issuance of Work Order/ letter of acceptance, whichever is earlier.
- ii. All charges whatsoever such as commission, etc. with respect to the Performance Bank guarantee shall be borne by the bidder. Post completion of Project, this bank guarantee shall be returned subject to work carried out to the satisfaction of CRUT Officers.
- iii. The Performance bank guarantee may be discharged / returned by Authority upon satisfactory completion of project as per the tender and contract. However, no interest shall be payable on the PBG. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance bank guarantee with the time stipulated, CRUT at its discretion may cancel the work order placed with the selected bidder.
- iv. CRUT shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period, or if the Authority incurs any loss due to bidder's negligence in carrying out the project implementation, as per the agreed terms & conditions. Notwithstanding and without any prejudice to any rights whatsoever of CRUT under contract, the proceeds of PBG shall be payable to CRUT as compensation, for any loss resulting from bidder's failure to complete its obligations under the Contract. CRUT shall notify the bidder in writing, of the exercise of its right, to receive such compensation within 14 days, indicating the contractual obligations for which the bidder is in default.
- v. The Authority shall also be entitled to make recoveries, from the bidder's bills, PBG, or from any other amount due to the bidder, the equivalent value of any payment made to the bidder due to inadvertence, error, collusion, misconstruction, or misstatement.

#### 6.14 Termination of the Contract

- i. The Authority may, without prejudice to any other remedy for any breach of any terms/ condition of the contract and RFP, by written notice of default of 30 days sent to the Agency, terminate the contract in whole or in part and forfeit the performance security along with interest there upon:
- ii. If the Agency fails to deliver or execute the project within the delivery schedule (s) specified in the contract, or any extension thereof granted by the Authority.
- iii. Either party may with 3 months prior notice can terminate the contract.
- iv. The Agency will be liable to be blacklisted on the following conditions.
- v. Dishonest/ fraudulent/ sharp practices are indulged in by the Agency.
- vi. Advancing a claim on the basis of forged documents.
- vii. Sale or supply of spurious items and compromising public safety.
- viii. Material concealment/suppression of facts or gross misrepresentation of facts.
- ix. Any other conditions as mentioned in the Govt. of Odisha/India rules and regulations.

# 7. Scope of Work

Capital Region Urban Transport (CRUT) through this RFP intends to select an agency to provide manpower for its projects/ schemes/ plans as detailed out below. In this regard, CRUT invites financial proposal for the scope of work as detailed below.

# A. Deployment of Manpower for Managing Field Operations & Management of CRUT

- i. The selected agency shall provide the manpower of requisite qualification and experience as required by CRUT. All the manpower i.e., Technical/professionals shall be stationed at any CRUT operated location in Odisha i.e. Bhubaneswar, Cuttack, Puri, Rourkela, Sambalpur & Ganjam and or any other cities as per the requirement of the Authority from time to time.
- ii. The selected Agency will provide manpower for various profiles. CRUT will determine a consolidated remuneration (all-inclusive) for each position based on the candidate's qualifications, work experience, and negotiation with the selected candidate after an interview.
- iii. The selected candidates will be employed and paid by the selected Agency. The Agency will be responsible for timely monthly payments of the fixed remuneration to the personnel.
- iv. CRUT will provide the Agency with a list of positions to be filled through a work order, as and when required, during the three-year (3) contract period. The Agency shall complete the tasks outlined in the work order within one (1) month from the date of issuance of the work order.
- v. The Agency will give a list of shortlisted candidates, which is at least 4 (three) times of the required positions. This list shall be accompanied with updated resume/CVs of the relevant candidates along with qualification documents and certificate of work experience. This should be done within 15 days from the issuance of the letter of request/work order. CRUT after interviewing the 4 candidates may recommend the suitable candidate for placement by Agency in CRUT.
- vi. The candidates and the experiences is must be relevant for the required position.
- vii. CRUT will provide necessary office space to the manpower engaged.

viii. The Agency must not engage in any form of bribery or illegal activities in the recruitment process. Strict action will be taken if it is found that the Agency is involved in any such incidents.

#### **B.** Replacement of Manpower

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

#### C. Supervision and monitoring

- The Agency shall exercise regular supervision and monitoring over the personnel assigned to CRUT, ensuring their compliance with CRUT's rules, regulations, and policies.
- ii. The Agency shall be liable for and shall indemnify CRUT and its affiliates, officers, directors, employees, agents, and representatives against any claims, damages, losses, liabilities, costs, and expenses arising from or in connection with the Agency's performance under this Agreement.

#### **Task D: Monthly Invoice**

- a) The selected Agency shall raise separate monthly invoices for
  - Reimbursable amount towards salary of each of the deployed personnel in CRUT.
  - Service charge of the Agency towards deployment of personnel in CRUT.
- b) CRUT requires **239 nos**. of personnel with various profiles (Graduate, Masters/CA/CA (Inter),CS /CMA/ BE/B. Tech, MCA, Diploma/ ITI, Retired Army etc).

The list of indicative manpower for future requirement with desired qualifications and work experience is as below\*:

SL. NO.	POST	EDUCATIONAL QUALIFICATION	No's of post	PROPOSED CTC Range
1	Manager (Depot)	BE/B. Tech in Automobile Engineering or Mechanical Engineering /Master Degree with minimum 5 years of experience in managing depot operations.	1	Rs. 50,000 - Rs. 65,000
2	Manager (Technical)	BE/B. Tech in Automobile Engineering or Mechanical Engineering with 5 Years' Experience or above.	1	Rs. 50,000 - Rs. 65,000
3	Assistant Manager (Enforcement)	Retired personnel from Defence/ Paramilitary/ Police will be preferred.	1	Rs. 30,000 - Rs. 50,000
4	Assistant Manager (Training & Capacity Building)	MBA in HR with 5 years of experience or above in the relevant field.	1	Rs. 30,000 - Rs. 50,000
5	Assistant Manager (Procurement)	B. Tech/M. Com/CA inter/CMA Inter/MBA(Finance) with 3-years' experience in relevant field.	1	Rs. 30,000 - Rs. 50,000
6	Assistant Manager (Field Operation)	BE/B. tech with 3 years of experience in relevant field.	1	Rs. 30,000 - Rs. 50,000
7	Assistant Manager (Vigilance)	Retired personnel from Defence/ Paramilitary/ Police will be preferred.	1	Rs. 30,000 - Rs. 50,000
8	Assistant Manager (Revenue)	B.Com/M. Com/CA inter/CMA Inter/MBA(Finance) with 3-years' experience in relevant field.	1	Rs. 30,000 - Rs. 50,000
9	Assistant Manager (Civil)	BE/B. tech in civil with 3 years of experience in relevant field.	3	Rs. 30,000 - RS. 50,000
10	Assistant Manager (Electrical)	BE/B. tech in Electrical with 3 years of experience in relevant field.	1	Rs. 30,000 - Rs. 50,000
11	Assistant Manager (Control Room)	BE/B. tech in civil with 3 years of experience in relevant field.	1	Rs. 30,000 - Rs. 50,000
12	Assistant Manager (Regulatory)	Master Degree/Diploma/B Tech automobile or mechanical Engineering having minimum 3 years of experiences.	1	Rs. 30,000 - Rs. 50,000
13	Section Officer	Graduate/Post Graduate with 5 years or above experience in office management/HR management.	1	Rs. 30,000 - Rs. 50,000

14	Assistant Manager (Depot)	Graduate with minimum 3 years of experience in managing depot operations. A technical diploma or degree in similar field will be preferred.	6	Rs. 30,000 - Rs. 50,000
15	Assistant Manager (Legal)	LLB/LLM with 3 years experiences.	1	Rs. 30,000 - Rs. 50,000
16	Assistant Manager (ITS)	B Tech (IT)/Computer Science with minimum 3 years of experiences.	1	Rs. 30,000 - Rs. 50,000
17	Accounts Officer	M.Com/ CA (inter)/ CMA (inter)/retired OFS with minimum 5-10 years of experience in Accounts related work.	3	Rs. 30,000 - Rs. 50,000
18	Accountant	B. Com/CA inter/CMA inter with minimum 3 years' experience in account related work.	6	Rs. 20,000 - Rs. 30,000
19	Cash Management Executive/ cashier	B.Com/Graduate with 3 years of experience in managing cash.	38	Rs. 20,000 - Rs. 30,000
20	Cash Management Supervisor/ Accountant	B.Com/M.Com with 5 years of experience in managing cash.	4	Rs. 25,000 - Rs. 30,000
21	Technical Inspector	Diploma in the field of Mechanical Engineering or Automobile Engineering with minimum 5 years of experience. Or B.E/ B. Tech in the field of Mechanical Engineering or Automobile Engineering with minimum 3 years of experience.	24	Rs. 20,000 - Rs. 30,000
22	Ticket Checking Squad (TCS) Supervisor	Graduate/Post Graduate with 3 years of experience in field operations.	7	Rs. 15,000 - Rs. 25,000
23	Ticket Checking squad (TCS) member	Graduate with one year experience in field operations.	72	Rs. 15,000 - Rs. 22,000
24	Supervisor (Electrical)	Diploma with 3 years of experience in supervising.	1	Rs. 15,000 - Rs. 25,000
25	Assistant Technical Inspector	Diploma in the field of Mechanical Engineering or Automobile Engineering with minimum 3 years of experience.	16	Rs. 15,000 - Rs. 25,000

26	Front Desk Officer	Any Graduate/Post Graduate with 3 years' experience.	1	Rs. 15,000 - Rs. 25,000
33	Customer support	+2/Any Graduate/Post Graduate with 3 years' experience.	10	Rs. 15,000 - Rs. 25,000
27	Supervisor (Technical)	Diploma with 3 years of experience in supervising.	1	Rs. 15,000 - Rs. 25,000
28	Control Room Operator	Graduate/Post Graduate with 3 years' experience in similar field of operation.	8	As per minimum wages act
29	Gun Man	Person with certified gun license and having 3 years' experience.	2	As per minimum wages act
30	Security guard	8th Pass.	9	As per minimum wages act
31	Electrician	ITI / Diploma Electrician with 3 years of Experience.	1	As per minimum wages act
32	Data Entry Operator	Graduate with experience in basic Knowledge in MS Office and Good typing speed having 3 years of experience.	5	As per minimum wages act
33	Office Attendant	10th Pass.	6	As per minimum wages act
34	House Keeping Staff	8th Pass.	2	As per minimum wages act
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#### Note:

- a) This list is indicative and subject to change.
- b) CRUT reserves the right to modify the recruitment structure, including increasing or decreasing positions or salaries for right candidate, as needed.
- c) Salary may be revised annually, as and when required.
- d) The salary is include all the statutory payments.

## 7.1 Payment Terms

- i. Monthly bills will be prepared and processed for payment, as per the contract agreement, upon satisfactory performance.
- ii. Invoices shall be raised (with supporting documents/ compliances) to CRUT for reimbursement of salaries paid and monthly service charges on or before the 15th of every successive month.

- iii. Payments will be released within the minimum possible time following submission of bills by the agency.
- iv. The following conditions must be met for bill payment:
  - o Submission of monthly tax invoice
  - o Statutory payments for the month, including EPF, ESI, etc.
  - o Attachment of recent EPF, ESIC challans with the tax invoice.
- v. Reimbursement of salary of deployed professionals as specified by CRUT. Salary of deployed individual professional shall include all the statutory payments according to applicable norms, e.g., PF, ESIC, Bonus, leave encashment, gratuity, health insurance/ group insurance etc. In case of failure of the Agency in paying the statutory dues of any employee, CRUT will not release the payment in relation to the person/s concerned.
- vi. Monthly Service Charge (exclusive of GST) at a certain percentage rate (of the fixed emolument of the individual professionals) i.e., bidding parameter as his fee for providing manpower services to CRUT. No other payment shall be made to the bidder. The monthly service charge shall include all costs borne by the manpower agency like recruitment process, training, advertisements for recruitment etc.
- vii. The Selected Agency shall be responsible to pay the salaries to their employees on or before the 5th working days of every successive month.
- viii. CRUT shall be responsible to clear all the invoices on or before 45 days from the day of receiving invoices.

# 7.2 Statutory Compliance

The agency must ensure that all statutory dues, including EPF, ESIC, and other applicable payments, are deposited before submitting the monthly invoices to guarantee compliance with government regulations.

The agency will be responsible for accurately deducting and maintaining records of Gratuity, PF, and ESIC in accordance with government rules.

Deposits for EPF and ESIC must be completed by the 15th of every month, strictly adhering to statutory deadlines.

Monthly invoices submitted by the agency must include EPF and ESIC challans to ensure full transparency.

Salaries must be paid no later than the 5th of each month, with a maximum allowable grace period of 5 days, ensuring timely employee compensation.

## 7.3 Leave and Insurance Policy

The agency is required to provide leaves to the employees as per government norms, ensuring compliance with legal guidelines.

- Maternity and paternity leave must be granted in accordance with prevailing government policies to support the employees' work-life balance.
- Unauthorized leaves taken by employees will result in proportionate deductions from the agency's monthly billing to maintain accountability.
- Employees must secure prior approval from the relevant CRUT authorities before taking any leave, ensuring uninterrupted service delivery.

The successful agency must provide, Group Medical Health Insurance and Accident Insurance benefits to the employees as below mentioned,

Comprehensive medical health insurance coverage for all employees.

- Policy should cover hospitalization, medical expenses, and related treatments.
- o Immediate accident insurance coverage for employees in case of accidents.
- o Policy should provide financial support for medical expenses and treatment.
- Insured amount to be paid to the nominee/beneficiary in case of employee's death.
- In case of Permanent Disability, insured amount to be paid to the employee in case of permanent disability.
- In case of Partial Disability, Proportionate insured amount to be paid to the employee in case of partial disability.

#### 7.4 Project Milestone & Timeline

Project Milestones	T in Days
Issuance of LOA	T <sub>0</sub>
Acceptance of LOA and Deposit of performance security	T <sub>0</sub> + 15 Days
Deployment of manpower at Office of	T <sub>0</sub> + 30 Days

## 7.5 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 Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority 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 Authority 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 Authority.

# 7.6 Anticorruption

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases Authority will declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time, from participation in Authority financed activities, and Bidders will be blacklisted by the Capital Region Urban Transport.

# 7.7 Integrity Clause

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

#### 7.8 Proprietary Data

All documents and other information supplied by Authority or submitted by a Bidder to Authority shall remain or become the property of Authority. 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. Authority shall not return any Bid, or any information provided therewith.

# 7.9 Obligations of Service Provider

- i. The persons deployed shall, during the course of their work be aware of to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- ii. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.
- iii. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.
- iv. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- v. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- vi. In case, Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- vii. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, nonpayment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department of Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

#### 7.10 Default of service

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

#### 7.11 SLA & Penalties

The Successful Bidder shall adhere to the timeline defined by office of the transport commissioner and shall provide adequate services for smooth & Seamless functioning. In case of delay in services, penalty as defined as SLA shall be levied.

# **Performance Standards and Penalty**

SI No	Performance Parameters	Penalty
1	The successful bidder must deploy seamless services with adequate approvals from the Authority, Capital Region Urban Transport Odisha within 30 days from the date of contract agreement sign off.	Beyond 30 days, 10% of the contract value will be levied as penalty and may lead to blacklisting.
2	At any time-of-service contract agreement period, if it is found that the resource/s of service provider is not fulfilling the minimum qualification as above,	In this case the authority reserves rights to levy a penalty of 5% of the invoice value on monthly basis till the fulfilment of the minimum qualification as mentioned and may terminate the contract and blacklist of the agency.
3	Non-payment of salaries/wages to the employees within the time mentioned in RFP plus 5 days grace period i.e. within 10 days of the successive month	Deduction of 5% from the bill amount for that month.
4	Delay in deployment of required manpower	Rs.200 per day per person will be charged.
5	The successful bidder shall ensure timely deposits for EPF and ESIC by the 15th of every month or within due date of the respective statute, adhering strictly to statutory deadlines.	Failure to comply will result in a 1% penalty on the due amount.
6	Agency is involved in any bribery incidents.	In this case the authority reserves rights to levy a penalty of 5% of the invoice value.

# Annexure I: Request for Clarification

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

Bidd	Bidder's Request for Clarification				
< <n< td=""><td>ame of Organization s</td><td>submitting query/ reque</td><td>est for clarification&gt;&gt;</td><td></td></n<>	ame of Organization s	submitting query/ reque	est for clarification>>		
< <f< td=""><td>ull address of the Orga</td><td>anization including e-m</td><td>nail, phone and fax for</td><td>all points of contact&gt;&gt;</td></f<>	ull address of the Orga	anization including e-m	nail, phone and fax for	all points of contact>>	
SI. No.	Tender Reference (Section No., Clause, Page No.)	Content of tender	Clarification Sought	Authority's Response (space to be left blank by the Bidder)	
1				,	
2					
3					

Signature of the Authorized Signatory)

(Name and designation, address, email, phone no. of the Authorized Signatory)

Date:

# Annexure II: Checklist Document

SI. No.	Basic Requirement	Documents to be Submitted	Submitted (Yes/No)	Page No	Remarks
1.	Legal Entity	<ul> <li>Certification of incorporation/ Partnership Deed in case of partnership firm and Articles of Association in case of limited company.</li> <li>Certificate of Registration for State GST.</li> </ul>			
2.	Annual Turnover	<ul> <li>Audited Financial Statements for last 3 financial years.</li> <li>Certificate from the Statutory Auditor/Chartered Accountant clearly specifying the average annual turnover of the bidder for the specified years</li> </ul>			
3	Net worth	Average Net worth Certificate from the Statutory Auditor/CA clearly stating Net worth as defined in this RFP			
3.	Experience of bidder	<ul> <li>Copy of relevant Work Order         OR Completion Certificate from         Authority</li> <li>Ongoing Similar Projects with         performance certificate from         Authority and the project should         be operational for more than         two years.</li> </ul>			
4.	Non-Blacklisted Undertaking	Self-declaration by the bidder signed by the authorized signatory			
5.	Power of Attorney	On the bidder letter head			
6.	Tender Fee	In form of DD in favour of Capital Region Urban Transport, Bhubaneswar.			
7.	E.M.D. Fee	In form of DD in favour of Capital Region Urban Transport, Bhubaneswar.			
9.	Presence in Odisha	Valid Certificate copy of Office registration			

Signature of the Authorized Signatory

# Annexure III: Details of Bidder

1.	Name of the bidder:
1. 2.	Types of company:
3.	Address of the corporate headquarters and its branch office(s), if any, in India
4.	Details of DD:
	Details of the EMD:
6.	Details of individual(s) who will serve as the point of contact/ communication for the
	Authority.
	Name:
	Designation:
	Company Address:
	Telephone Number & E-Mail
7.	Particulars of the Authorized Signatory of the Bidder
	Name:
	Designation:
	Company Address:
	Telephone Number & E-Mail
8.	The bidder has to provide the Bank details along with IFSC code for return of the EMD
	(In case not selected).
	Bank account No
	Name:
	IFSC code:
	EMD amount:
ignat	ure of the Authorized Signatory)
Name signat	e and designation, address, email, phone no. of the Authorized ory)
Date:	

# Annexure IV: Financial Capacity of the Bidder

#### Format for CA Certificate

(The format should be certified by Charted Accountant)

Name of Bidder	

SI. No.	Financial Year	Annual Turnover (INR Crore)	Annual Net Worth (INR Crore)
	2021-22		
	2022-23		
	2023-24		
Average	·		

Name and address of Bidder's Bankers:		

#### Instructions

- i. The Bidder should provide details of its own Financial Capacity specified in the tender.
- ii. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - a. Reflect the financial situation and turnover of the Bidder.
  - b. Be audited by a statutory auditor.
  - c. Be complete, including all notes to the financial statements; and
  - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- iii. 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).
- iv. The Bidder shall also provide the name and address of the Bankers to the Bidder.
- v. 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.
- vi. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder.

Dated this	day of 2025.
Name of the CA:	
Signature of Certifying CA:	
UDIN:	

# Annexure V: Technical Capacity of the Bidder

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

Sr. No	Client Name	Year	Total Nos. of manpower provided to the client	Work Order/LoA/Agreement

Signature of the Authorized Signatory)

(Name and designation, address, email, phone no. of the Authorized Signatory)

Date:

# Annexure VI: Pre-Qualification Response Letter

(To be submitted on the letterhead of the bidder)

(Location, Date)

To
The General Manager,
Capital Region Urban Transport
Plot No. 548/1452, Patia, Kalarahanga,
Bhubaneswar, Pin – 751024, Khordha, Odisha.

# Subject: RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

Sir,

- With reference to your tender document dated\_\_\_\_, I/we, having examined the tender document and understood its contents, hereby submit my/ Bid for Qualification for the aforesaid project. The Bid is unconditional and unqualified.
- 2. I/ We acknowledge that the Capital Region Urban Transport will be relying on the information provided in the Bid and the documents accompanying such Bid for prequalification of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexures to this tender is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 3. This statement is made for the express purpose of qualifying as a Bidder for the purposes of this Request for Proposal as mentioned in the aforesaid subject.
- 4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate all statements with reference to pre-qualification and other aspects of bid processing/evaluation.
- 5. If We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6. 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.
- 7. I/We declare that:
  - (i) I/We have examined and have no reservations to the tender document, including any Addendum issued by the Authority.
  - (ii) I/We do not have any conflict of interest in accordance with Clauses of the tender document.
  - (iii) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice

- or restrictive practice, as defined in Section 4 of the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (iv) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (v) I/We hereby confirm that we will adhere to all statutory requirements as defined in this tender.
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidder to Bid for the Project, without incurring any liability to the Bidder, in accordance with the tender document.
- 9. I/We believe that we satisfy(s) the Net Worth criteria and minimum annual average tumover meet(s) all the requirements as specified in the tender document and are / is qualified to submit a Tender.
- 10. If We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. If We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12. If We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/employees.
- 13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this tender, we shall intimate the Authority of the same immediately.
- 14. I/We have not been debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period of time as on bid submission date. (A self- certification by the Authorized Signatory is provided on non- judicial stamp paper of appropriate value)
- 15. The power of attorney for signing of Bid, as per format provided at Annexure of the tender, are also enclosed.
- 16. I/We, hereby irrevocably waive any right or remedy 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 selection of Bidder, selection of the Bidder, or in connection with the se- lection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 17. I/we agree and undertake to abide by all the terms and conditions of the tender document.
- 18. We agree and undertake to be liable for all the obligations of the Agency as per the terms of this tender.

RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the tender document.

Yours faithfully,

(Signature of the Authorized Signatory)

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

Date:

Place:

Name and seal of the Bidder

# Annexure VII: Power of Attorney for signing of Bid.

(on stamp paper of Rupees 500/-)

Know all men by these presents, we
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, [•], THE ABOVE-NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 20[•]
For
(Signature, name, designation and address) Witnesses:  1.
2. (Notarized)

RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of
- 3. Attorney for the delegation of power hereunder on behalf of the Bidder.

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 Bidder from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate.

RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

# Annexure VIII: Affidavit

(To be furnished on the non-judicial stamp paper of appropriate value and duly notarized)

Name of Work: RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.

- The undersigned also hereby certifies that neither our firm M/s[•] nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the Authority to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.
- The Authority and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of Capital Region Urban Transport to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Bidder.

Signed by the Authorized signatory Title of the
Office
Name of the firm Date

# Annexure IX: Format for Financial Proposal

(To be submitted separately on the letterhead of the bidder)

To,

The General Manager, Capital Region Urban Transport, Plot No-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha, Pin- 751024.

Ref: RFP for selection of Field Operation and Management Agency (FOMA) for Capital Region Urban Transport.

Sir

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

Name of the Project and scope of work	Financial Quote in percentage (without GST)
Selection of service provider as FOMA (Field Operation and Management Agency) for Capital Region Urban Transport, Odisha	Monthly Management Fee in terms of Percentage (%) towards deployment of manpower.

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

The Financial Proposal is without any condition.

- 1. We / I declare that We/I have read the "tender" as set out conditions and I confirm that the above financial percentage shall be fixed for entire tenure of the project (if selected).
- 2. We/I will follow all the rules and if any change with respect to applicable rules in future by Govt. of India /Govt. of Odisha /Capital Region Urban Transport (If selected).
- 3. Authority reserves the right to increase or decrease the manpower as per requirement.
- 4. We/I will only claim the percentage over the total salary to be paid to employee (If selected).

Date this	day of	2025	
Signature			
In the capacity of			
Duly authorized to sign this bid for and on behalf of			
Duly signed by the Authorised Signatory of the Applicant			
(Name Title and Address of the Authorised Signatory)			