

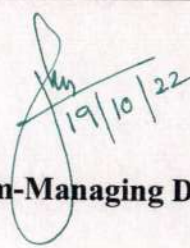
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Date. 19.10.2022

Empanelment of Agencies for Providing Transaction Advisory Services for Major Proejects undertaken by OB&CC in PPP mode.

Inviting reference to advertisement published on above subject in odia daily "Prameya" & "Pragatibadi" on dtd. 28.09.2022 and English daily "The New Indian Express- Bhubaneswar Edition" on dtd. 29.09.2022, it is for information of all concerned that, the Expression of interest (EOI) document vide notice no. 6549 dtd. 26.09.2022 uploaded in OBCC official website, is now repealed.

The revised EOI document is available in OBCC website for view / download. This revised document shall be taken into consideration for this Empanelment.


EIC-cum-Managing Director

CC to....

1. The Principal Secretary to Government of Odisha, Works Department, Bhubaneswar/ Engineer-in-Chief (Civil), Odisha, Bhubaneswar/Chief Engineer (DPI&R)), Odisha, Bhubaneswar for favour of information.
2. Sr.Chief General Manager, Chief General Manager-I & III, CGM(P&A)/ GM(Monitoring), Sr.Manager (Admn.)/ Sr.Manager (Tender)/ Sr.Manager (P&D)/ Manager (Fin.)/ All Sr.Project Managers, O.B. &C.C.Ltd /Steno to Managing Director/Record Room/ Notice Board, Head Office for information and necessary action and for wide publication. All Sr. Project Managers, O.B. & C.C. Ltd., Cuttack-I/II, Bhubaneswar Infrastructure, Heritage, Puri-I/II/III, Berhampur, & Bolangir, Joda division are also instructed to display this Notice in the Notice Boards of their respective Offices.
3. The website" mdobcc.in", O.B. & C.C. Ltd., Bhubaneswar for information & necessary action & wide circulation.

EoI No.: _____

Date: ___/___/___

Revised Expression of Interest

for

**EMPANELMENT OF AGENCIES FOR PROVIDING
TRANSACTION ADVISORY SERVICES FOR MAJOR
PROEJCTS UNDERTAKEN BY OB&CC IN PPP MODE**

obcc

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ
(ଓଡ଼ିଶା ସରକାରଙ୍କ ପୂର୍ଣ୍ଣ ବିଭାଗ ଅଧିନର ଏକ ଉଦ୍ୟୋଗ)

Odisha Bridge & Construction Corporation Ltd

Vikash Bhawan, Unit 8, Nayapalli,
Bhubaneswar-751012, Odisha

Signature of Applicant

MD, OB&CC

Contents

DISCLAIMER.....iii

DEFINITIONS AND INTERPRETATION..... 1

1. Introduction: 2

2. Brief Description of the Empanelment Process:..... 2

3. Schedule of EOI process:..... 2

4. Scope of Services: 2

5. Eligibility Criteria: 3

6. Qualification Criteria: 6

7. Submission of EOI - Packing, Sealing and Marking:..... 8

8. Amendments of EOI:..... 8

9. Fraudulent and Corrupt Practices:..... 9

10. Right to accept or reject: 9

11. EoI Processing Fee:..... 9

12. Submission of EOI - Packing, Sealing and Marking:..... 9

13. Number of EOIs: 10

14. Validity of EOI: 10

15. Disputes:..... 10

16. Acknowledgement by Applicant: 10

17. Right to Reject any or all Proposals:..... 10

18. Language: 10

19. EOI Submission Due Date: 10

20. Late Submission: 11

21. Modifications and Withdrawal of EOI Proposals: 11

22. Empanelment Procedure: 11

23. Award of Empanelment:12

24. Termination of Empanelment:.....12

ANNEXURE-1.....13

ANNEXURE-215

ANNEXURE-315

ANNEXURE-4 16

ANNEXURE-517

ANNEXURE 6 18

DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EoI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the address mentioned below latest by date mentioned in Section 3 of this EoI document. In case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

Odisha Bridge & Construction Corporation (OB&CC)

Vikash Bhawan,
Unit 8, Nayapalli,
Bhubaneswar-751012, Odisha
Ph. No.: 0674- 2390043
E-mail: md@obcc.in; tender@obcc.in

2. Neither OB&CC nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EoI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
3. Neither OB&CC nor its employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. OB&CC reserves the right, without any obligation or liability, to accept or reject any or all of the EoIs, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason whatsoever.
5. Neither OB&CC nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.
6. The applicable laws for the purpose are the laws of India. Appropriate Courts of Bhubaneswar will have jurisdiction concerning or arising out of this EOI document.
7. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to this project.
8. This EOI is not an offer by OB&CC, but an invitation to receive responses from eligible interested agencies to provide Transaction Advisory services to OB&CC. OB&CC will empanel limited agencies who fulfill the eligibility criteria successfully. No contractual obligation whatsoever shall arise from this process.
9. The selection shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. OB&CC shall have all the right to seek clarification with regards to submission. In case, information required by OB&CC is not provided by agency, OB&CC may choose to proceed with evaluation based on information provided and shall not request the agency for further information. Hence, responsibility for providing information as required in this form lies solely with agency.

Signature of Applicant

MD, OB&CC

DEFINITIONS AND INTERPRETATION

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

“Addendum or Addenda	Means an addendum or addenda to the EOI
“Annexure”	Means an annexure to this Volume of the EOI
“Authority”	Means the Odisha Bridge & Construction Corporation Ltd. (OB&CC) or its authorized representatives who have invited Applications from competent and interested parties for empanelment under OB&CC for providing Transaction Advisory services
“Applicable Law”	Means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
“Application”	Means a single business entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, who submits an Application for empanelment /eligibility and qualification submission along with EOI processing fees under this EOI within the stipulated Due Date and Time of submission.
“Authorized Signatory”	Means the Person Authorized by the firm to sign the Application, correspond with the Authority, make representation to the Authority as part of EOI / bidding process and sign the contract on behalf of the Applicant / bidding firm through valid Authorization document in his/her favour.
“EOI Process/Empanelment Process”	Means the process adopted by OB&CC for empanelment of the Selected Applicants on the terms and conditions set out in the EOI, which has commenced with the issuance of the EOI and which will end on the date of final empanelment of selected applicants is over.

Signature of Applicant

MD, OB&CC

1. Introduction:

Odisha Bridge & Construction Corporation Limited (OB&CC) was incorporated on 01.01.1983 under Companies Act, 1956 as a Govt. Company. It is a Government Company sponsored by Odisha State Government within the meaning of section 617 of the Companies Act. Since its inception, it is working as a Govt. of Odisha undertaking Organization. Construction projects are being undertaken by the Corporation on the basis of the working procedure approved by the Works Dept. Govt. of Odisha.

The main objectives of OB&CC are:

- Successful implementation of major projects undertaken by the Government.
- Construction of Bridges/Roads/Buildings
- Maintenance of Bridges
- Toll collection

OB&CC renders the following services:

- Construction of all types of Civil Engineering Structures viz: Buildings, Bridges, Roads, Shell roof, High rise and Industrial structures.
- Survey & Investigation and preparation of Project Report.
- Sub-soil exploration.
- Soil & Materials testing in well-equipped Modern Laboratory

In past few years, Government of Odisha had entrusted OB&CC (through Department of Works, Govt of Odisha) with significant volume of projects which requires timely completion and maintenance as per the best practices in the industry. Currently, few such identified projects are Capital Redevelopment Project at Unit II, Development of Land parcel at Satya Nagar, Development of land parcel near Netaji Bus Terminus at Khan Nagar, Cuttack, Multi-level car parking at Jail Road, Municipal Market Complex at Puri etc. Authority envisages that such projects will require selection of suitable private partner for optimum utilization of assets and may also need comprehensive operationalization, operation and maintenance through a very well-defined development/concession agreements. Keeping in view of the nature and size of these type of projects in hand and upcoming ones like development of land parcels etc, OB&CC now seeks services of specialized Consultancy firms in conceptualizing the projects, selection of suitable developers/agencies who would develop these projects on PPP, provide financial and technical advisory services (“Transaction process for PPP engagements the **“Transaction Advisory Services”**”) OB&CC also envisages to carry out operation and management of priority projects through Public Private Partnership mode.

The objective of the proposed Transaction Advisory is to empanel a suitable Transaction Advisors whose services can be used by the Authority. The end objective is to facilitate long term private investment in lieu of right to operate, maintain and earn revenue from such assets over a pre-specified tenure.

2. Brief Description of the Empanelment Process:

In pursuance of the above, the Authority has decided to carry out a two-stage bidding process. The first stage (the “Qualification Stage”) of the process involves qualification of interested Agencies who make an Application in accordance with the provisions of this EOI. The Authority, through this EOI, seeks to first empanel Transaction Advisers (Stage 1) on an open Competitive bidding process, (collectively referred to as the “Consultant(s)”) and then award the identified projects on the basis

of financial and project specific technical scoring criteria (Stage 2- second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposals (the “Request for Proposals” or “RFP”)

- Stage I: Empanelment of Transaction Advisor for pre-feasibility and/or end-to-end transaction advisory services for various identified PPP Projects.

The subsequent process post empanelment shall be as under:

- Stage II: RFP Stage - Financial & Technical proposal for each assignment

The two stages are briefly described as under:

- Stage I - Empanelment of Transaction Advisor

In the first stage, a technical and financial qualification shall be checked as specified in Clause 6.1 and Clause 6.2. Based on this evaluation applicants will be empaneled. The panel will be valid for 3 years which can be further extended for 2 years on satisfactory performance of the TA.

- Stage II – Technical & Financial Bid for each assignment

In the second stage, the agency may be called for a detailed technical presentation/proposal along with the financial bid for a specific project from the empaneled set of Transaction Advisers. The project specific scope of work & project parameters will be shared with the empaneled Transaction Advisers and financial quotes will be sought. The empaneled Transaction Advisers will submit a technical presentation/proposal along with the financial quote. The financial quotes will be opened for only those Transaction Advisers who qualify technically. The final award of work will be as per the procedure detailed out under the detailed RFP.

OB&CC intends for Empanelment of Agencies for **Providing Transaction Advisory Services**. The empanelment of firms shall be valid initially for a period of **3 (Three) years**. OB&CC reserves the right to extend the empanelment period by another 2 (two) years on the same or mutually agreed terms & conditions subject to satisfactory performance.

Agencies (henceforth “Firm”) with experience in this area are invited to submit their applications for the same.

3. **Schedule of EOI process:**

The Authority shall endeavor to adhere to the following schedule:

S.No.	Event Description	Date
1	Issue of Corrigendum I & Uploading of Revised EOI	18.10.2022
2	Last date of receiving Queries, if any	27.10.2022
3	Upload of Authority response to queries	31.10.2022
3	Last Date of submission of Proposals	15.11.2022 up to 5 PM (IST)

Note:

The authority reserves the right to extend the above dates without assigning any reason thereof. Any notice will be uploaded in the authority’s official website, www.mdobcc.in,

4. Scope of Services:

The detailed scope of services of the selected agency shall be provided at the time of requesting for submission of Proposals (RFP Stage); however, the brief scope of services shall be, but not limited to, as follows:

- a. Undertaking a pre-feasibility study to ascertain the financial and technical viability of the such projects. Carryout supply & demand assessment studies of identified sites.
- b. Evaluation of strategic objectives of the Government in relation to the project and advising on the commercials with reference to the Applicable laws, rules and regulations applicable to the subject Project.
- c. Collection, compilation, and analysis of relevant financial data relating to costs and revenues. Review cost estimates, revenues as identified during study. Identification and quantification of estimated financial impact of the Project on government resources
- d. Assisting the Authority in identification of project risks and allocation of same in an efficient and economic manner.
- e. Develop various possible options for revenue maximization and preparation of revenue model for the project.
- f. Advising on tax related, legal issues arising out of project structuring.
- g. Prepare conceptual plan for each project. Preparation of consolidated list of approvals/consents/ clearances required from the Government Authorities.
- h. Client brief for architectural and engineering purposes, if required.
- i. Prepare financial models on PPP. Selection of best applicable PPP model.
- j. Define concession period and revenue up sharing options.
- k. Fixing bench-marking parameters for facilities, products and services.
- l. Prepare bid documents for selection of Developers on PPP. Assistance in evaluation of Technical Bids and Financial Bids.
- m. Selection of Developer. Preparing MOU, Concessionaire Agreements and relevant documentation. Assistance in issuing LOI to Developers.

5. Eligibility Criteria:

5.1. Eligible Applicant:

- 5.1.1. The Applicant should be a single business entity (the "Single Business Entity"). A Single Business Entity shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or partnership firm registered under the relevant laws or a Limited Liability Partnership Firm registered under the relevant laws, 2008 or a sole proprietorship firm.
- 5.1.2. Only Indian firms are allowed to participate in the empanelment process.
- 5.1.3. Consortium /JV is not permitted to participate in the Empanelment. Only Single Applicant(s) is/are permitted to submit applications. The Applications / Eligibility and Qualification Submission of the Applicant(s) submitting as Consortium shall be termed as non-responsive and rejected.
- 5.1.4. The applicants need to submit up to date Income-Tax Return proof as per relevant Act.

- 5.1.5. Applicant(s) should not have been blacklisted by any Central/ State Government/ Public Sector Undertaking.
- 5.1.6. Applicant(s) should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI and subsequently during the RFP stage.

Sl. No	Minimum Qualification Criteria	Documentary Evidence
1	Applicant may be a Registered Company/Firm of Individuals etc. and as such, the eligible entity must be registered under the Companies Act 1956 or the Partnership Act 1932 or the Limited Liability Partnership Act 2008 or a sole Proprietorship firm registered under relevant Act.	Copy of Certificate of incorporation, copy of PAN card, Partnership Deed etc
2	The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (Five) Eligible Assignments in PPP transaction advisory.	Work Orders/ Contracts/ LoI/ LoA/ Completion Certificates and
3	The Applicant must have a minimum average turnover of Rs. 50 Crs. from Consultancy services during the last three (3) Financial years	Certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal.

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this EOI following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

“Any PPP Advisory/ consultancy assignments granted by the Central/State government and/or their affiliated agencies, multilateral agencies, statutory authority or public sector entity in respect of preparation of financial model and/or preparation of transaction / bid documents in relation to the bidding process or other transactions, for an infrastructure project (whether greenfield or brownfield) undertaken through Public Private Partnership (PPP) mode (BOT/BOOT/Concessions/Lease Contracts/ Mgmt. contracts etc.) having an estimated capital cost (excluding land) of at least Rs. 50 crore (Rupees Fifty crores)”

Note: No JV/Consortiums are allowed. Experience of eligible assignments as sole bidder shall only be taken into consideration.

5.2. Conflict of interest:

5.2.1. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Empanelment Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Empanelment Process, if the relationship between any two Applicants is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.

5.2.2. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common

Signature of Applicant

MD, OB&CC

controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.

- a) **If Applicant is a Company:** In such case, the Applicant (including its Member or Associate or any share holder thereof of Applicant and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.
- b) **If Applicant is a Partnership Firm:** In such case, the Applicant or its Partners or Associate having a profit sharing of more than 25% of such Applicant or its Partners or Associate as the case may be also holds:
- More than 25% of the paid up and subscribed equity capital in the other applicant, its Member or Associate of such other Applicant, its Member or Associates is Company, and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm, and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.
- c) **If Applicant is a Proprietorship Firm:** In such case, the Applicant or its Proprietor or Associate of such Applicant or its Proprietor or Associate as the case may be, also holds:
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or other Applicant, its Member or Associates which is a Proprietorship Firm.

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

5.2.4. A constituent of such Applicant is also a constituent of another Applicant; or.

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

Such an Applicant has the same legal representative for purposes of this Application as any other Applicants; or

Such an Applicant has a relationship with another Applicants, directly or through common third parties, that puts them in a position to have access to each other's

information about, or to influence the Application of either or each of the other Applicants.

5.3. Fraud and Corrupt Practices:

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

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

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

a) **Corrupt practice** means:

- Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Empanelment Process or has dealt with matters concerning the agreement or arising from it, before or after its execution, at any time prior to the expiry of one year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or
- Appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Empanelment Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the Empanelment Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 12 (twelve) months prior to the date of issue of the EOI, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

b) **Fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;

- c) Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;
- d) Undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (B) having a Conflict of Interest (as set out in above Clause);and
- e) Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Empanelment Process.

6. Qualification Criteria:

The Application of the Applicants meeting above Eligibility Criteria shall be considered for assessment of following Qualification Criteria, whereby, they must meet Technical & Financial Capability Criteria.

6.1. Technical Capability Criteria:

The technical eligibility conditions for the above mentioned two categories of empanelment is provided below:

- 6.1.1. The firm should have experience in the providing Transaction Advisory services (including Feasibility study, PPP Project structuring, Prep of Bid Documents and assisting client in Bid Process Management, assistance in prep. and signing of Concession agreement etc.) for at least Five (5) PPP projects in India during a period of **at least five (5) years** up to the proposal due date. Evidence of successful completion through Work orders/Contract Agreement/LOI/LOA/Completion certificates issued by relevant Authority or any relevant document to be submitted.

Note: The agency has to submit the Work Order / Completion certificate and other documents if required in order to furnish the scope of service of the assignment and length of assignment so that, the scope of service and duration of the assignment can be verified as per the requirement asked in this EoI.

- 6.1.2. The applicant must have adequate experienced professionals who have sound educational background, relevant experience and logistic resource to meet the requirements. The details of professionals (on payroll) should be provided in the format at **Annexure-5**.

6.2. Financial Capability Criteria:

- a) The bidder should have an annual average turnover from consultancy services for more than Rs. 50 Crores, certified by Chartered Accountant, during last 3(three) financial years ending 31.03.2022, to be considered for empanelment
- b) The bidder needs to submit Auditor's certificate of Financial Statement for the last 3 (three) financial years in the format given in Annexure-4 along with the Audited Annual Accounts for the last three financial years.

7. Submission of EOI - Packing, Sealing and Marking:

- 7.1 The EOI application (As per format given in **Annexure 1**) shall be submitted in hard copy having the title as **“Empanelment of Agencies for Providing Transaction Advisory Services for major projects to be undertaken by OB&CC.”** The applicant shall send the documents by post to the address mentioned herein below before the submission due date as mentioned in this EOI document.
- 7.2 The applications should be submitted prior to the due date of submission in hard copy bound properly to the address mentioned in Section 12 below.
- 7.3 The application shall include following document (including but not limited to):
 - i. Letter of Application (**Annexure1**)
 - ii. Organizational detail (**Annexure2**)
 - iii. Financial Capability of Applicants for fulfillment of conditions in accordance with section 6.2.
 - iv. Technical capacity of Applicants for fulfillment of conditions in accordance with section 6.1
- 7.4 Besides above documents, following supporting documents also need to be submitted along with the bid:
 - i. Original documents certifying applicant’s legal status
 - ii. Certificate of incorporation
 - iii. Letter of Authority for EOI submission, in favor of Authorized Signatory
 - iv. Latest company brochures/ capabilities statement
 - v. Audited Annual Accounts for the last 3 preceding years i.e. 2021-22, 2020-21 and 2019-20. In case, the Audited Annual Accounts for 2021-22 is not available, the agency may furnish the provisional statement duly signed by the Chartered Account/Auditor.
 - vi. Certificates of completed work/ projects and experience details during last 5years (**Annexure-3**).
- 7.5 Applicants shall submit the EOI in the prescribed format (**Annexure 1**) in English language only and in case of documents and certificate in other language the same shall be supported with translation in English language.
- 7.6 The EOI shall be submitted along with a covering letter together with the desired supporting documents and proof on the letter head of the Applicant and each page of the Document should be duly signed by the head or Authorized signatory of the Applicant under a common seal.
- 7.7 **The page numbering of each page of the EOI application should be done correctly.**

8. Amendments of EOI:

- 8.1. At any time prior to the Application Due Date, the authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify terms and conditions of EOI through issuance of corrigendum and addendum.
- 8.2. Any Addendum or Corrigendum of reply to queries thus issued will be available only on the website of the authority.
- 8.3. In order to afford the applicants a reasonable time for taking an Addendum in to account or for any other reason the Authority may, in its sole discretion, extend the Application Due Date.

9. Fraudulent and Corrupt Practices:

Signature of Applicant

MD, OB&CC

If an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the EOI Process, such Applicant shall not be eligible to participate in any tender or EOI issued by the Authority. Broad detail for fraud and corrupt practices can be referred form Clause 5.3.

10. Right to accept or reject:

The Authority reserves right to accept or reject any/all application without assigning any reason or incurring any liability to the applicants.

11. EOI Processing Fee:

11.1. The Applicants are required to submit **INR 20,000/- (non-refundable)** including GST to be payable in the form of Account payee Demand Draft / Pay Order in favour of "**Managing Director, Odisha Bridge & Construction Corporation Ltd**" payable at "**Bhubaneswar**" along with the Application as non-refundable cost of EOI Processing fee.

11.2. The EOI processing fee shall be submitted as Part of Application in a separate sealed cover. Any Application not accompanied with EOI Processing Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Applications of such Applicant shall not be evaluated further.

12. Submission of EOI - Packing, Sealing and Marking:

12.1. The EOI must be inserted in sealed envelopes, along with applicant's name and address in the left-hand corner of the envelope and super scribed in:

"Empanelment of Agencies for providing Transaction Advisory Services for major projects being undertaken by OB&CC Ltd."

12.2. The EOI shall be addressed to OB&CC, Bhubaneswar at the following address:

Managing Director,
Odisha Bridge & Construction Corporation (OB&CC)
Vikash Bhawan
Nayapalli,
Bhubaneswar-751 012
Ph. No.: 0674- 2390043
E-mail: md@obcc.in

(If the envelope is not sealed and marked as mentioned above, OB&CC will not be responsibility for any misplacement or premature opening. (Telex, cable or facsimile EOI will be rejected).

13. Number of EOIs:

An Applicant is eligible to submit only one Application for the empanelment.

14. Validity of EOI:

EOI Proposal shall remain valid for 120days after the date of opening of technical proposal. A Proposal valid for a shorter period shall be rejected as non-responsive.

15. Disputes:

All legal disputes are subject to the jurisdiction of courts at Bhubaneswar only.

Signature of Applicant

MD, OB&CC

16. Acknowledgement by Applicant:

It shall be deemed that by submitting the EOI, the applicant has:

- a. Made a complete and careful examination of the EOI, general condition of contract, submission formalities and evaluation mechanism;
- b. Received all relevant information requested from OB&CC;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of OB&CC;
- d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e. Acknowledged that it does not have a conflict of interest with any other Architectural Firm/consultant; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

OB&CC shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the OB&CC.

17. Right to Reject any or all Proposals:

Notwithstanding anything contained in this invitation document, the OB&CC reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. OB&CC, also, reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The applicant does not submit sufficient information as being asked for.

18. Language:

The EOI and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the formats provided in this invitation document.

19. EOI Submission Due Date:

Duly sealed EOI proposal from the applicant filled in all respect must reach OB&CC at the address, time and date specified in the invitation letter through Speed / Regd. Post or courier. If the specified date for the submission of EOI proposal is declared as a holiday for OB&CC, Bhubaneswar, the EOI proposal will be received up to the appointed time on the next working day.

20. Late Submission:

EOI Proposal received after the deadline for submission prescribed by OB&CC will not be entertained and will be rejected.

21. Modifications and Withdrawal of EOI Proposals:

No modifications to the EOI Proposals shall be allowed once it is received by OB&CC, Bhubaneswar.

22. Empanelment Procedure:

The broad procedure for empanelment of consultants constitutes as under.

Signature of Applicant

MD, OB&CC

- a. Invitation of Expression of Interest (EoI): OB&CC invites the application from eligible consultants to submit their expression of interest to participate in the empanelment procedure.
- b. Submission of EOI: The participants will submit the EOI to OB&CC along with the details as required in the prescribed manner.
- c. Scrutiny by the OB&CC – OB&CC will scrutinize all the EoI proposals received as per the eligibility criteria mentioned in this document.
- d. Empanelment: The eligible applicants would be selected for the Empanelment on the basis of their credentials, competence and previous work records.

23. Award of Empanelment:

After selection, the name of qualified applicants shall be uploaded to www.mdobcc.in

24. Termination of Empanelment:

If in the view of OB&CC, the performance of an agency is not satisfactory/ agency has failed to safeguard the interest of OB&CC, OB&CC may at its sole discretion, terminate the engagement of the agency, for particular project as well as terminate the agency's empanelment with the OB&CC. OB&CC, in doing so, shall intimate the agency in written termination letter. The decision of OB&CC in this matter shall be final and binding.

Signature of Applicant

MD, OB&CC

ANNEXURE-1

FORMAT FOR COVERING LETTER
(On the Letterhead of the Applicant)

To

Odisha Bridge & Construction Corporation Ltd.,
Setu Bhawan, Bir Maharana Lane,
Nilakantha Nagar, Nayapalli,
Bhubaneswar-751012

Sir,

Ref: Submission of Expression of Interest for Empanelment of Agencies for Providing Transaction Advisory Services for major projects undertaken by OB&CC

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the information provided in the Empanelment document provided by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our application.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection

Signature of Applicant

MD, OB&CC

with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.

11. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date

ANNEXURE-2

APPLICANT PROFILE AND STATUS

Sl.No.	Description	Particulars
1.	Name of the firm	
2.	Status (Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Web address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Details of employees of the applicant	
17.	Any other relevant information	

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Date

ANNEXURE-3

SUMMARY OF TECHNICAL EXPERIENCE

Completed Assignments:

S.No.	Name of Assignment (complete details required as per EOI)	Client / Agency	Length / Duration of assignment (months)	Start date & End Date	Remarks
1					
2					
3					
4					
5					

Note:

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

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

Signature of Applicant

MD, OB&CC

ANNEXURE-4

SUMMARY OF FINANCIAL STRENGTH

Sr.No.	Financial Year	Turnover of firm/ company (INR)	Average Annual Turnover –for Last 3 FY.
1	2021-22		
2	2020-21		
3	2019-20		

.....
Signature of the Authorised Person

.....
Name of the Authorized Person

Date

Note: Audited annual statements (Balance Sheet and Profit & Loss account) for last three years to be submitted by the applicants. In case, the Audited annual accounts is not available for FY 2021-22 then in such a case, the agency may submit a provisional accounts statement duly certified by its Chartered Account or Auditor.

Signature of Applicant

MD, OB&CC

ANNEXURE-5

The details of Key professionals (On payroll) shall be provided as per bidder's standard format

ANNEXURE 6

UNDERTAKING BY APPLICANT

1.	Is the tenderer currently involved in any litigation relating to the works department or OB&CC. If yes: give details:	Yes/No
2.	Has the tenderer or any of its constituent partners been blacklisted/ deregistered by any agency in India during the last 3 years from the last date of submission of applications. If yes, give details:	Yes/No
3.	Has the tenderer or any of its constituent partner(s) failed to perform on any contract work in India during the last 3 years from the last date of submission of applications. If yes, give details:	Yes/No

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Date


19.01.22
Chief General Manager-III
O.B. & C.C. Ltd,
Bhubaneswar

Signature of Applicant


19/1/22
E.I.C. - Joint Managing Director
O.B. & C.C. Ltd.
Bhubaneswar

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