

# REQUEST FOR PROPOSAL

**RFP No.: 600/BPTSL**

**Date: 26.12.2016**

Project Name: Bhubaneswar City Bus Modernization Plan

Name of Assignment: Selection of Project Consultant (PC) for  
Bhubaneswar City Bus Modernization Plan



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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders 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. The Client accepts no

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responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and

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expenses will remain with the Bidder and the Client 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 Proposal, regardless of the conduct or outcome of the selection process.

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## **Section 1. Instructions to Bidders and Data Sheet**

### **A. General Provisions**

#### **1. Definitions**

- (a) “Affiliate” means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (c) “Bidder” means any person that submits a Proposal pursuant to this RFP.
- (d) “Clause” means a clause of the ITC.
- (e) “Client” means Bhubaneswar-Puri Transport Services Limited (BPTSL), the implementing agency that will sign the Contract for the Services with the selected Consultant.
- (f) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- (g) “Consultant” means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- (h) “Contract” means the legally binding written agreement to be executed between the Client and the selected Consultant. A draft of the Contract is set out in Section 7 and includes all the documents listed in clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of

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such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.

- (j) “Data Sheet” means the data sheet set out in Part E of Section 1 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITC.
- (k) “Day” means a calendar day.
- (l) “EIRR” means Economic Internal Rate of Return.
- (m) “Eligibility Criteria” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in Clauses 3, 4, 5 and 6 which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- (n) “EMD” shall have the meaning ascribed to it in Clause 18.
- (o) “FIRR” means Financial Internal Rate of Return.
- (p) “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 17.
- (q) “GoO” means the Government of Odisha
- (r) “GoI” means the Government of India.
- (s) “ITC” mean the Instructions to Consultants set out in Section 1 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
- (t) “MD” means the Managing Director of the Client.
- (u) “MoUD” means the Ministry of Urban Development, GoI.
- (v) “Person” means any individual, company,

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corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.

- (w) “Personnel” means, collectively, Key Experts, Programme Support Team, and any other personnel proposed to be engaged by a Bidder, if selected as the Consultant, to provide the Services.
- (x) “Performance Security” shall have the meaning ascribed to it in Clause 23.
- (y) “Proposal” means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- (z) “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- (aa) “Qualification Documents” means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 16.
- (bb) “RFP” means this, request for proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- (cc) “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in greater detail in the.
- (dd) “Technical Proposal” means the technical proposal of the Bidder comprising the documents set out in Clause 16.
- (ee) “TOR or Terms of Reference” means the terms of reference set out in Section 6 of the RFP that explain the objectives, scope of work, activities, tasks to be performed, respective role and responsibilities of the Client and the Consultant, and expected results and



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deliverables of the project.

## **2. Introduction**

Bhubaneswar-Puri Transport Services Limited (BPTSL) is the only public bus service provider for Bhubaneswar city since the beginning of its operation, i.e. 10<sup>th</sup> Oct' 2010. It's a Special Purpose Vehicle (SPV), registered under Companies Act 1956 for running buses within Bhubaneswar and Puri. The buses are run by a private entity on Route Authorization Fee Model, where the operator has the maximum responsibility in bus operation. Currently approx. 92 intra-city buses comprising of standard floor and midi-buses operate across 10 city routes in Bhubaneswar. Currently the buses services operate on 1 Depot (Pokhariput) and a major terminal (Master Canteen). The estimated daily ridership in the city is approximately 33,000. The cities have total area of 186 sq. km with 400 km road for Public Transport network of avg. 20M road width. The average commuter trip length is 5-6 Km (approx.).

Looking at the challenges faced by BPTSL and to increase the operational efficiency of the city bus services, it has been decided to completely revamp the city bus operation with more no of buses, higher frequency and most importantly carrying out studies to formulate best model (Net Cost, Gross Cost or Hybrid), so that BPTSL shall have more control on the operation of the city bus system and pay to the operator based on the actual quality and quantity of services rendered. In this system, the operator/s shall provide the services for planning, policy formulation, infrastructure design and monitoring of construction works for all relevant transit infrastructures including the procurement conforming to a set of service levels defined by BPTSL. In order to shift to the new system and to achieve the highest standards in running of city buses a detailed exercise is needed to make an

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efficient plan.

- 2.1 The Contract (appended to the RFP at Section 7), which will be signed between the Client and the Consultant is for a term of 6 months, which may be extended on mutually acceptable terms and conditions.
- 2.2 The Client has adopted a single-stage bid process for selection of the Consultant. Bidders who are eligible in accordance with Clauses 3, 4, 5 & 6 of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts: (a) Qualification Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Section 2 and 3.
- 2.3 The evaluation of the Proposals will be carried out in three sub-stages:
  - (a) The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
  - (b) In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the requirements of this RFP, including the TOR and the Smart City Proposals. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final sub-stage.
  - (c) In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined

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weighted technical score and financial score, with 80% weightage being assigned to the Technical Proposal and 20% weightage to the Financial Proposal.

- (d) The first ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 30. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Bidder, declaring the first ranking Bidder to be the selected Consultant. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 23, fulfill any other conditions specified in the letter of award and execute the Contract with the Client.
- (e) The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense. The minutes of Pre-bid meeting will form the part of contract.
- (f) The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Consultant, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Consultant or the scope of the Services or the terms of the Contract.

Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give

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effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

- (g) The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Data Sheet.
- (h) The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.
- (i) It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.

**3. Conflict of Interest**

- 3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract and/or sanctions by the Bank.
- 3.3 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be hired as the Consultant under the circumstances set forth below:

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**a. Conflicting activities**

Conflict between consulting activities and procurement of goods, works or non-consulting services: a bidder that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

Conflict among consulting assignments: a bidder (including its team and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder for the same or for another Client.

**c. Conflicting relationships**

Relationship with the Client's staff: a bidder (including its team and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

Fairness and transparency in the selection process require that the bidder or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available together with this RFP all information that would in that respect give the bidder any unfair competitive advantage over competing Consultants.

**5. Corrupt and**

5.1 The Bidder (including its officers, employees,

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**Fraudulent Practices**

agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5.

- 5.2 To this end, the Bidder shall permit and shall cause its agents and Personnel to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and in case of the Consultant, the performance of the Contract and to have them audited by auditors appointed by the Client.

**6. Eligibility**

- 6.1 The bidder shall be a company incorporated as per Indian Companies Act 1956/2013 (Copy of Memorandum and Article of the association of the Proposer should be submitted) or Government/Semi Government agency or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) or a registered proprietary firm.
- 6.2 The Bidders shall not be blacklisted by any Government Agency in India at the time of Due Date of Submission. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP submission
- 6.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self-Government body in India and any Government body abroad
- 6.4 The Bidder shall have at least 5 (five) years of

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experience in the field of urban transport consultancy/Transport manager Operations in India

- 6.5 The Bidder should have completed/ongoing at least a similar project with minimum 100 buses for City Bus Services for government departments/ agencies in India;
- 6.6 Average annual turnover of the Bidder in the last three financial years (i.e., 2013-2014, 2014-2015 and 2015-2016) shall be at least INR 2 Crores. A Certificate from a Chartered Account shall be furnished as per the format provided in the Annexure.
- 6.7 Consortium will be allowed for maximum 2 partners. A company/firm will be allowed to use credentials of any other companies/firms belonging to the same corporate group and/or utilising the same brand name/logo to meet the technical and financial eligibility criteria and for marking under the technical evaluation, provided sufficient documentary proof is submitted with the bid proposal.
- 6.8 Furthermore, it is the Bidder's responsibility to ensure that it's Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements specified in the RFP.
- 6.9 If the Bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:
  - i. The number of Members in such Consortium shall not exceed 2 (two).
  - ii. The Proposal submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member.
  - iii. The Members shall nominate the Lead Member. Such nomination shall

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be supported by a power of attorney signed by all the Members of the Consortium and shall be in the format set out in Appendix 10. The Lead Member shall have the authority to represent and bind all the Members during the Bid Process; and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

- iv. The Consortium shall submit a binding and enforceable Consortium Agreement, in the format set out in Appendix 11, and the Members shall not be permitted to amend or terminate the Consortium Agreement, at any time during the validity of the Proposal without the prior consent of BDA.
- v. The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Consultant obligations in relation to the Project, in accordance with the Consultant Agreement.
- vi. Change in the members of the Consortium will not be allowed.

**7. Acknowledgement by Bidder**

- 7.1 It shall be deemed that by submitting the Proposal, the Bidder has:
- (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
  - (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;



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- (iii) Satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
  - (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Modernization of City Bus Service for BPTSL shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
  - (v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

**8. Rights of the Client**

- 8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the Consultant;
  - (ii) consult with any Bidder in order to receive clarification or further information;
  - (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
  - (iv) independently verify, disqualify, reject and/or accept any and all documents,

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information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;

- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Consultant, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

8.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the next ranked Bidder to negotiate the Contract with the; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.

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## **B. Preparation of Proposals**

- 9. General Considerations** In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 10. Cost of Preparation of Proposal** The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.
- 11. Language** The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Data Sheet.
- 12. Documents Comprising the Proposal**
- (a) The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 16 and 17.
  - (b) The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Form FIN-1).
- 13. Only One Proposal** (a) The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.
- 14. Proposal** (a) Each Proposal must remain valid for the period

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**Validity**

specified in the Data Sheet.

- (b) During the Proposal validity period (as specified in the Data Sheet), the Bidder shall maintain its original Proposal without any change, including in the proposed team and the Financial Proposal.
- (c) If it is established that any team member nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected and may be subject to sanctions specified in Section 5 for corrupt and fraudulent practices.

**Extension of  
Validity Period**

- (d) The Client will make its best effort to complete the bid process and select the Consultant within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- (e) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the continued availability of the same team composition.
- (f) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.
- (g) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.

**Substitution of  
team at Validity  
Extension**

- (h) The Consultant must have the requisite skill and experience to undertake the range of tasks specified in the TOR and the Contract. For this

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purpose, the Consultant shall constitute a team with the minimum qualification and experience, as specified **Clause 6.5** of the Terms of Reference. The team composition, as stated in a Bidder's Technical Proposal, cannot be altered during the validity of the Proposal, except in accordance with the provisions of the RFP.

- (i) If the validity of the Proposal is extended and if any of the team member become unavailable for the extended validity period, the Bidder shall provide a written justification and evidence satisfactory to the Client together with a substitution request. In such case, the replacement shall have equal or better qualifications and experience than those of the originally proposed team member. If a team member is replaced by the Bidder prior to the evaluation of its Technical Proposal, the technical evaluation and score will be based on the credentials of the new/replaced team member.
- (j) If the Bidder fails to provide a replaced team member with equal or better qualifications, or if the reasons provided for the replacement of team member is unacceptable to the Client, such Proposal will be rejected by the Client.
- (k) The replacement of any team member during the term of the Contract is permitted only in accordance with the Data Sheet.

Sub-Contracting

- (l) The Consultant **shall not sub-contract** any part or whole of the Services.

**15. Clarification  
and  
Amendment of  
the RFP**

- (a) The Bidder may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted in writing or by fax or email. The envelope or communication must clearly bear the following subject line – "Selection of Project Consultant for Bhubaneswar City Bus

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Modernization Plan: Queries or Request for Additional Information" and sent to the address/number/e-mail address indicated in the Data Sheet.

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- (a) At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
- (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.

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- (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.
- (b) The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.
- 16. Qualification Documents, Technical Proposal Format and Content**
- (a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.
- (b) The Qualification Documents submitted by a Bidder shall comprise the following:
- (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
  - (ii) Declaration of Undertaking in the form set out in Appendix 2;
  - (iii) Details of the Bidder in form set out at Appendix 3;
  - (iv) The bid document processing fee in the form of a demand draft drawn in favour of the Client;
  - (v) The EMD: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 4;
  - (vi) A power of attorney for signing the Proposal in the format set out in Appendix 5;
  - (vii) Financial qualification of the Bidder in the format set out in Appendix 6 along

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with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;

- (viii) Certificate from statutory auditor regarding the annual turnover of the Bidder in the format set out in Appendix 7;
  - (ix) Technical qualification of the Bidder in the format set out in Appendix 8 along with supporting certificates from clients;
  - (x) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 9;
  - (xi) Copy of service tax registration in India; and
  - (xii) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws.
- (c) The Technical Proposal submitted by a Bidder shall comprise the following:
- (i) Comments and suggestions on the TOR and facilities to be provided by the Consultant in the format set out in Form TECH-1;
  - (ii) Description of approach, methodology, and work plan in the format set out in Form TECH-2;
  - (iii) Work schedule for Deliverables in the format set out in Form TECH-3;
  - (iv) Team composition and Curriculum vitae of team member in the format set out in Form TECH-4;
  - (v) The Technical Presentation in MS Power Point format written on a CD/DVD and marked & sealed in a cover. (The bidder has to run the presentation from the



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same CD during Technical Presentation).

The Bidder shall not propose alternative team. Only one CV shall be submitted for each position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.

**17. Financial Proposal**

- (a) The Financial Proposal submitted, by the Bidder, is set out in Form FIN-1
- (b) Taxes  
The Consultant and its Personnel are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.
- (c) Currency of Proposal  
The Bidder shall submit its Financial Proposal in Indian Rupees.
- (d) Currency of Payment  
Payments under the Contract shall be made in Indian Rupees.

**18. Earnest Money Deposit**

- (a) An Earnest Money Deposit (EMD) amount as indicated in the Data Sheet in the form of a demand draft or irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Bhubaneswar must be submitted along with the Proposal.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.
- (d) No interest shall be payable by the Client for the sum deposited as EMD.
- (e) Unless forfeited in accordance with Clause 19 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the Consultant. The EMD of the selected Bidder (i.e., the Consultant) will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 23.

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**19. Forfeiture of EMD**

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5.
- (d) If a Bidder is declared the first ranking Bidder and it:
  - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
  - (ii) fails to furnish the Performance Security in accordance with Clause 23 of the RFP;
  - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
  - (v) fails to execute the Contract.

**20. Bid documents and Processing Fees**

- (a) All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents processing fees as follows:
  - a. Bid document processing fee shall be paid through demand draft drawn in favour of

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the Client.

- b. The bid document processing fee is non-refundable.

Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

### **C. Submission, Opening and Evaluation**

#### **21. Submission, Sealing, and Marking of Proposals**

- (a) The Bidder shall submit a signed and complete Proposal comprising the documents specified in Clause 16 and Clause 17.
- (b) The Proposal shall be submitted in physical form (hard copy) and will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Data Sheet:

The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.

- (c) The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- (d) The signed Proposal shall be marked

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“Original”, and its copies marked “Copy”<sup>1</sup> as appropriate. The number of copies required to be submitted is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

(e) The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:

(a) The first envelope (Envelope A) will contain the Qualification Documents in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROJECT CONSULTANT FOR  
BHUBANESWAR CITY BUS MODERNIZATION  
PLAN–  
QUALIFICATION DOCUMENTS  
DO NOT OPEN BEFORE [Insert Time Indicated  
in the Data Sheet] ON [Proposal Due Date]”

(b) The second envelope (Envelope B) will contain the Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROJECT CONSULTANT FOR  
BHUBANESWAR CITY BUS MODERNIZATION  
PLAN –  
TECHNICAL PROPOSAL  
DO NOT OPEN BEFORE COMPLETION OF  
EVALUATION OF QUALIFICATION  
DOCUMENTS”

(f) The third envelope (Envelope C) will contain the original Financial Proposal and be marked as follows:

“SELECTION OF PROJECT CONSULTANT FOR  
MODERNIZATION BHUBANESWAR CITY BUS  
MODERNIZATION PLAN –  
FINANCIAL PROPOSAL  
DO NOT OPEN BEFORE COMPLETION OF

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<sup>1</sup>Copy means photo copy (ies) of the original proposal.

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EVALUATION OF TECHNICAL PROPOSAL”

- (g) The sealed envelopes containing the Qualification Documents, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF PROJECT CONSULTANT FOR  
BHUBANESWAR CITY BUS MODERNIZATION  
PLAN –  
PROPOSAL  
DO NOT OPEN BEFORE [**Insert Time  
Indicated in the Data Sheet**] ON [Proposal  
Due Date”].

- (h) If the envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

**22. Confidentiality**

- (a) From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.
- (b) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.
- (c) Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

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**23. Performance Security**

23.1 Upon selection, the Consultant shall furnish to the Client, a performance security of the amount specified in Clause 23.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Consultant under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.

23.2 The Performance Security shall be for an amount equal to **10% (Ten per cent)** of the total value of the Contract.

**24. Opening and Evaluation of Proposals**

(a) The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.

(b) The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

(c) The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Bidders whose authorized representatives choose to attend the bid opening event.

**25. Responsiveness and Eligibility Tests**

(a) First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the opening of the Qualification Documents, the following shall be read out:

- the name and the country of the Bidder;
- the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- any modifications to the Proposal submitted prior to the Proposal Due Date.
- any other information deemed appropriate.

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The Qualification Documents shall be considered responsive only if:

- (a) all documents specified in Clause 16 are received in the prescribed format;
  - (b) the Proposal is received by the Proposal Due Date;
  - (c) it is signed, sealed and marked as specified in Clause 21;
  - (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
  - (e) it does not contain any condition or qualification.
- (b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
- (c) If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.
- (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.

**26. Evaluation of Technical Proposals**

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions,

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be

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rejected.

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be opened by the Client.

**27. Public  
Opening of  
Financial  
Proposals (for  
QCBS,  
methods)**

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall notify those Bidders whose Technical Proposals were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Financial Proposals of technically unqualified Bidders will be returned unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.
- (b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be evaluated to



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confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:

- (i) not to be complete in all respects;
- (ii) not duly signed by the authorized signatory of the Bidder;
- (iii) not to be in the prescribed format; or
- (iv) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded. Each responsive Financial Proposal will be given a financial score on the basis of the formula specified in the Data Sheet.

**28. Correction of Errors**

- (a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.

**29. Combined Quality and Cost Evaluation**

- (a) The total score of an eligible and technically qualified Bidder will be calculated by weighting its technical score and financial score and adding them as per the formula set out in the Data Sheet. The Proposals of the eligible and

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technically qualified Bidders will then be ranked on the basis of their combined weighted technical and financial score. The Bidder achieving the highest combined weighted technical and financial score may be issued a letter of invitation by the Client to negotiate the Contract with the Client.

If 2 or more Bidders are ranked the highest bidders with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first. Subject to Clause 30, the first/highest ranked Bidder will ordinarily be the selected Bidder.

#### **D. Negotiations and Award**

### **30. Negotiations**

- (a) The first/highest ranking bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's authorized representative. The negotiations will be for re-confirming the obligations of the Consultant under the Contract and the RFP and finalising the detailed work plan, deliverables, payment milestones.
- (b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant's authorized representative.

#### **a. Availability of team members**

The first/highest ranking Bidder shall confirm the availability of all team members included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14. Failure to confirm the team members' availability may result in the rejection of the first/highest ranking Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

Notwithstanding the above, the substitution of team members during the negotiations may be considered if such substitution is due solely to circumstances outside the reasonable control of and not

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foreseeable by the first/highest ranking Bidder, including but not limited to death or medical incapacity. In such case, the first/highest ranking Bidder shall offer a substitute team member within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original team member.

**b. Technical negotiations**

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, deployment of team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the Consultant. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

The negotiations may include discussions on the Consultant's tax liability in India and how it should be reflected in the Contract.

The total price stated in the Financial Proposal shall not be negotiated.

**31. Conclusion of Negotiations**

- (a) The negotiations will be concluded with a review of the draft Contract.
- (b) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier

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**32. Award of Contract**

negotiations.

- (a) After completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
- (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
  - (ii) appointing it as the Consultant;
  - (iii) requesting it to submit the Performance Security in accordance with Clause 24;
  - (iv) requesting it to appoint the Key Experts;
  - (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.

- (b) Upon execution of the Contract, the Client will publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Bidders of the conclusion of the selection process or upload the details of the selected Consultant on its website.
- (c) The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- (d) If the selected Bidder fails to satisfy the conditions specified in Clause 32(a) above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD

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of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

### **E. Data Sheet**

#### **33. A. General**

**I. Name of the Client:** Bhubaneswar-Puri Transport Services Ltd.

**II. Method of selection:** Quality and Cost Based Selection  
80:20 (Technical: Financial)

**III. Minimum qualifying technical score:** 70  
Please refer clause 35 (IV) of Data Sheet.

**IV. A pre-bid meeting will be held:** Yes

Date of pre-bid meeting: 12<sup>th</sup> Jan 2017, Time: 11:00 A.M.

Address:

VC-Conference Hall

Bhubaneswar Development Authority,  
Akashsova Building, Sachialaya Marg,  
Kharbel Nagar, Bhubaneswar -751007

Telephone: Ph.: 0674-2435655/2436655

Fax: 0674 – 2436655

E-mail: [bptslbbsr@gmail.com](mailto:bptslbbsr@gmail.com)

Contact person: Shri Sukant Pradhan

#### **VI. SCHEDULE OF BIDDING PROCESS**

The client shall endeavor to adhere to the following schedule:

<b>Sr. No</b>	<b>Event Description</b>	<b>Date</b>
.		
1	Issue of Advertisement & Uploading of RFP	27.12.2016

2	Last date of receiving Queries	09.01.2017 by 5 PM
3	Pre-bid Meeting	12.01.2017 at 11 AM
4	Reply to Pre-bid Queries	18.01.2017
5	Last Date of submission of Proposals	25.01.2017 by 3 PM
6	Opening of Proposals (Qualification & Technical Proposals)	25.01.2017 by 4 PM
7	Technical presentation	14.02.2017 at 10:00 AM
8	Opening of financial proposals	14.02.2017 at 11:00 AM
8	Validity of Proposal	180 days from the last date of submission of proposal (i.e. 24.07.2017)

**34 B. Preparation of Proposals**

- I.**
- a) This RFP has been issued in the English language.
  - b) Proposals shall be submitted in English Language.
  - c) All correspondence exchange shall be in English Language.
  - d) No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any document is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator<sup>2</sup>, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
- II. Proposals must remain valid for 180 (One Hundred and Eighty) calendar days after the Proposal Due Date (i.e., until: 24.07.2017).**
- III.**
- (a) During the of the contract period, the Consultant may change a maximum of 1 team member with the prior consent of the Client in accordance with the Contract and in such case; a replacement team member shall have equal or better qualifications and experience as those of the originally proposed.
- IV. Clarifications may be requested no later than 1 day prior to**

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<sup>2</sup>Approved/authorized/licensed translator means one who is certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, phone number and mail-id.

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**the pre-bid meeting date i.e. by 5 PM on 12.01.2017.**

The contact information for requesting clarifications is:  
MD, Bhubaneswar-Puri Transport Services Limited,  
BMC Campus, Vivekananda Marg,  
Gautam Nagar, Bhubaneswar -751014  
Telephone: Ph.: 0674-2435655/2436655  
Fax: 0674 – 2436655  
E-mail: [bptslbbsr@gmail.com](mailto:bptslbbsr@gmail.com)

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before 7 days post the pre-bid meeting date.

- V.** a) Amount payable by the Client to the Consultant under the contract to be subject to local taxation: **Yes**
- b) The Client will reimburse the Consultant the service tax payable by the Consultant for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Consultant.

- VI.** An EMD of INR 4,00,000 (Indian Rupees Four Lakhs) in the form of a demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the Bhubaneswar-Puri Transport Services Limited and payable at Bhubaneswar, must be submitted along with the Proposal.

If the EMD is submitted through a bank guarantee, it must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be 180 (one hundred eighty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.

- IX.** Bid documents processing fee of INR 10,000 (Indian Rupees Ten Thousand only) shall be paid through a demand draft in favour of the Bhubaneswar-Puri Transport Services Limited and payable at Bhubaneswar.

### **35 C. Submission, Opening and Evaluation**

- I. The Consultant must submit the following number of copies of the Proposal:**

- 
- (a) **Qualification Documents** – 1 original and 3 copies
  - (b) **Technical Proposal** – 1 original and 3 copies
  - (c) **Financial Proposal** – Only the original Financial Proposal needs to be submitted as a part of the Proposal.

**II. The Proposals must be submitted no later than:**

**Date:** 25.01.2017

**Time:** till 3:00 P.M.

**The Proposal must be delivered in physical form to the following address::**

Bhubaneswar-Puri Transportation Services Limited,  
BMC Campus, Vivekananda Marg,  
Gautam Nagar, Bhubaneswar -751014

**III. The opening of the Proposals shall start at:**

Bhubaneswar Development Authority,  
Akashsova Building, Sachivalaya Marg,  
Kharbel Nagar, Bhubaneswar -751007

**Date:** 25.01.2017

**Time:** at 4:00 P.M.

**IV. Eligibility Criteria**

**A) Eligibility (Envelope A)**

**(i) Financial Eligibility:**

The Bidder should have a minimum average annual turnover from consultancy services of INR 2,00,00,000.00 (Indian Rupees Two Crores only) in the three financial years 2013-14, 2014-15 and 2015-16 prior to the Proposal Due Date.

If the annual accounts for the Financial Year 2015-16 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year.



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The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.

**(ii) Technical Eligibility:**

The Bidder should have completed/ongoing at least a similar project with minimum 100 buses for City Bus Services for government departments/ agencies in India;

**(iii) Other Eligibility Criteria:**

- a. If any Bidder or its Affiliates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Affiliates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.
- b. If any Bidder or its Affiliates has/have, in the [3 (three)] years immediately preceding the Proposal Due Date: (i) been expelled from any project or contract by any government or government instrumentality; or (ii) had any contract terminated by any government or government instrumentality for breach by such Bidder or its Affiliates, as the case may be, then such Bidder will not be eligible to submit a Proposal.

- c. Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.

The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:

**B) Technical Proposal (Envelope B)**

Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

Sl. No	Parameter	Max. Marks
<b>I.</b>	<b>PROOF OF EXPERIENCE IN THE LAST 5 YEARS</b>	<b>20</b>
A.	Bidder must have prior experience of Route Planning/ Route Rationalization/ Transport Modelling/ Demand Assessment studies/ DPR preparation for city bus service operations for State transport undertakings/transport authorities in India, covering not less than 100 buses in the last 5 years <ul style="list-style-type: none"> <li>• For experience in between 100 to 200 buses- 4 marks</li> <li>• For experience of up to 200 buses and up to 500 buses – 8 marks</li> <li>• For experience of more than 500 buses – 12 marks</li> </ul>	12
B	Bidder must have prior experience in Preparation of Policy documents in transport sector for State Transport undertaking/ transport authorities in India.	8 (2 marks for each project)
<b>2</b>	<b>SUITABILITY FOR THIS SPECIFIC PROJECT: TEAM COMPOSITION</b>	<b>60</b>
	Project Director cum team leader	12
	Senior Transport Planner	12
	Bus Operations Expert	12
	Environmental and Social Impact Assessment Expert	12
	Engineering Lead	12

	<b>APPROACH &amp; METHODOLOGY</b>	<b>20</b>
	Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach and presentation	20
	<b>TOTAL</b>	<b>100</b>

The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:

**For all the above positions**

- 1) General qualifications (general education, training, and experience): 20%
- 2) Adequacy for the Contract (relevant education, training, experience in the sector/similar assignments ): 80%

Total weight: 100%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (St) that a Bidder requires to qualify for evaluation of the Financial Proposal is **70**.

**V.  
(QCBS  
only)**

**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**

**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**

$Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

**The weights given to the Technical (T) and Financial (P) Proposals are:**

**T** = 0.8, and

**P** = 0.2

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to

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the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = S_t \times T\% + S_f \times P\%$ .

**36 D. Negotiations and Award**

**I. Expected date and address for contract negotiations:**

To be intimated later.

**II. The publication of the contract award information following the completion of the Contract negotiations and Contract signing will be done as following:**

The information will be published in [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) & [www.bmc.gov.in](http://www.bmc.gov.in)

**III. Expected date for the commencement of the Services:**

**Date:** February 2017 **at:** Bhubaneswar (Odisha )

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**Section 2. Qualification documents and Technical Proposal – Standard Forms**

**QUALIFICATION DOCUMENTS**

**APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM  
[On the Letter head of the Bidder]**

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{Location, Date}

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To:

**Bhubaneswar-Puri Transport Services Limited (BPTSL)  
BMC Campus, Vivekananda Marg,  
Gautam Nagar, Bhubaneswar -751014**

**Ref: RFP for Selection of Project Consultant (PC) for Bhubaneswar City  
Bus Modernization Plan.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Modernization of the City Bus Service operations for BPTSL, Bhubaneswar to be implemented by in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.

- 
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 14.
  - (d) We have no conflict of interest in accordance with Clause 3.
  - (e) We and our Affiliates are not submitting more than one or separate Proposals.
  - (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
  - (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
  - (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
  - (i) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITC. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
  - (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
  - (k) In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract

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terminated by any government or government instrumentality for breach on our part.

- (l) Except as stated in Clause 14 (h), if we are selected as the Consultant, we undertake to negotiate the Contract and provide the Services on the basis of the proposed team members. We accept that the substitution of any team member for reasons other than those stated in Clause 14 and Clause 30 may lead to revocation of the letter of award/termination of the Contract.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Consultant, or in respect of the Bhubaneswar City Bus Modernization Plan Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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- (s) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 32.3 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_



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**APPENDIX 2: DECLARATION OF UNDERTAKING**

Declaration of Undertaking

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines.

We also underscore the importance of adhering to minimum social standards (core labour standards) in the implementation of the project. We undertake to comply with the core labour standards ratified by the country of [●] (name of country).

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of [●] (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Client and/or KfW, the Client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

.....  
(Place) (Date) (Name of company)  
.....  
(Signature(s))

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### **APPENDIX 3: DETAILS OF THE BIDDER**

*(To be submitted on the letterhead of the Bidder)*

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Date of incorporation and/or commencement of business:
  
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment  
*[Note: Such description shall not exceed 5 type-written pages.]*
  
3. Shareholding of the Bidder, if applicable
  
4. List of directors
  
5. Details of individual who will serve as the point of contact/communication for the Client<sup>3</sup>:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
6. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E-Mail Address:
  - (f) Fax Number:

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<sup>3</sup> In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

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## APPENDIX 4: FORMAT OF THE EMD

*(To be executed on stamp paper of appropriate value)*

**B.G. No. [\_\_\_]**

**Dated:**

1. In consideration of you, Bhubaneswar-Puri Transport Services Limited (referred to as **BPTSL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Selection of Project Consultant for Bhubaneswar City Bus Modernization Plan (the **BCBMP Project**), to implement the Modernization of City Bus Services in Bhubaneswar, pursuant to the Request for Proposal dated [\_\_\_] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [\_\_\_] and one of its branches at [\_\_\_] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BPTSL an amount of INR [\_\_\_] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by BPTSL stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BPTSL is disputed by the Bidder or not, merely on the first demand

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from BPTSL stating that the amount claimed is due to BPTSL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:

- (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5 of the RFP.
- (d) If a Bidder is declared the first ranking Bidder and it:
  - (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
  - (ii) fails to furnish the Performance Security in accordance with Clause 23 of the RFP;
  - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
  - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
  - (v) (e) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the Consultant, then the validity of the EMD of such Bidder shall be extended until the date on which the Consultant submits the Performance Security. The EMD of the Consultant will be returned upon the Consultant furnishing the Performance Security.

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5. We, the Bank, further agree that BPTSL will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of BPTSL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BPTSL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
  6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
  7. In order to give full effect to this Guarantee, BPTSL will be entitled to treat the Bank as the principal debtor.
  8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
  9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BPTSL):
    - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
    - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
    - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
    - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or BPTSL under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each

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- obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for BPTSL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BPTSL may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BPTSL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to INR [\_\_\_]. The Bank will be liable to pay the amount or any part of the Guarantee only if BPTSL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before ..... (indicate date corresponding to the Proposal validity period).

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16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. .... its ..... and authorised official.

(Signature of the Authorised Signatory)

**(Official Seal)**

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**APPENDIX 5: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Non – judicial stamp paper of Rs 1000/- or such equivalent amount and document duly attested by notary public)

**Power of Attorney**

Know all men by these presents, we .....  
(name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan in Bhubaneswar City of Odisha”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BPTSL, representing us in all matters before BPTSL, if selected, undertaking negotiations with BPTSL prior to the execution of the Contract and generally dealing with BPTSL in all matters in connection with our Proposal.

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 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, Title and Address)

Accepted



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..... (Signature)

(Name, Title and Address of the Attorney)

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

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## APPENDIX 6: FINANCIAL QUALIFICATION OF THE BIDDER

S.No.	Financial Year	Annual Turnover (INR crore) (from Consultancy Services)
1	Financial Year 2013-14	
2	Financial Year 2014-15	
3	Financial Year 2015-16	

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
  - (a) *reflect the turnover of the Bidder;*
  - (b) *be audited by a statutory auditor;*
  - (c) *be complete, including all notes to the financial statements.*
  
- *The Bidder shall provide a statutory auditor's certificate specifying the annual Turnover of the Bidder in the form set out at Appendix-6.*
  
- *If the annual accounts for the Financial Year 2015-16 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.*

Date:

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**APPENDIX 7: CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER**

*(On the letter head of the statutory auditor)*

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of ..... *(name of the Bidder)* for the Financial Year 2013-14, 2014-15 and 2015-16 is as follows:

S. No.	Financial Year	Annual Turnover (INR crore) (from Consultancy Services)
1	Financial Year 2013-14	
2	Financial Year 2014-15	
3	Financial Year 2015-16	

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

## APPENDIX8: TECHNICAL QUALIFICATION

[The following table shall be filled in for the Bidder]

Name: *[insert full name]*

Date: *[Insert day, month, year]*

Bid no and Title: *[Insert bid number]*

Page *[Insert Page Number]* of *[Insert total number of pages]*

*[Identify Eligible Assignments undertaken by the Bidder over the past 10 (ten) years and the details set out in the table below. The Eligible Assignments should be listed chronologically, according to their date of commencement]*

*Provide the project details category wise in separate table format given below:*

<b>Durati on</b>	<b>Status (Compl ete/ Ongo ing)</b>	<b>Eligible Assignment name &amp; brief description of main deliverables/ output</b>	<b>Name of Client &amp; Country of Eligible Assign ment</b>	<b>Approx. contract value (in INR. Equivale nt)/ amount paid to the Bidder for Eligible Assignm ent</b>	<b>Role of Bidder in Eligible Assign ment</b>	<b>Certific ate from the client provide d</b>
{e.g., Jan.20 09– Apr.20 10}		{e.g., “Preparation of City bus Modernization Plan/ Route Rationalizatio n.....}	{e.g., Ministry of ....., country}	{e.g. INR 01 Cr.}		Yes/No  a. Work order b. Copy of comp letion

<b>Durati on</b>	<b>Status (Compl ete/ Ongo ing)</b>	<b>Eligible Assignment name &amp; brief description of main deliverables/ output</b>	<b>Name of Client &amp; Country of Eligible Assign ment</b>	<b>Approx. contract value (in INR. Equivale nt)/ amount paid to the Bidder for Eligible Assignm ent</b>	<b>Role of Bidder in Eligible Assign ment</b>	<b>Certific ate from the client provide d</b>
						certifi cate; [Issued by Compet ent Authorit y] or Self certifica tion signed by authori sed signator y of the bidder

(Name and Signature of Authorized Signatory)

- *For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.*
- *Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Data Sheet.*

- 
- *For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished. In case completion certificate from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client can be provided.*
  - *For each ongoing Eligible Assignment, the work order and certificate issued by the client certifying the percentage of completion of the assignment by the Bidder should be furnished. In case certificate from the client is not available, a certification of 60% receipt of consulting fee from the Statutory Auditor can be provided.*
  - ***The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected bidder, any time thereafter.***
  - ***The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client will have the right to reject the bid or to terminate the contract.***

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**APPENDIX 9: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED**

**(On a Stamp Paper of relevant value)**

**Affidavit**

I M/s. .... , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the Modernization of City Bus Service for BPTSL Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated this .....Day of ....., 201....

Name of the Bidder

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

- *For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

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**Appendix 10**

**FORMAT OF POWER OF ATTORNEY  
FOR APPOINTING THE LEAD MEMBER**

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, \_\_\_\_\_  
[name of the company/partnership firm/], a company/partnership firm  
incorporated under the Relevant Act, having its Registered Office at  
...[Address of the company/partnership firm] (hereinafter referred to as  
“company/partnership firm”):

WHEREAS the company/partnership firm along with \_\_\_\_ and \_\_\_\_\_  
(give name and registered office address of other Member(s) of the  
Consortium) is forming a Consortium to submit a Technical Proposal and  
Financial Proposal in response to the Request for Proposal for “**Selection of  
Project Consultant for Bhubaneswar City Bus Modernization Plan  
Project.**

Whereas, it is necessary for the Members of the Consortium to designate one  
of the members of the Consortium as the Lead Member with all necessary  
power and authority to do for and on behalf of the Consortium, all acts,  
deeds and things as may be necessary in connection with Consortium’s  
Proposal for the Project and its execution.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_[name of the  
company/partnership firm] does hereby nominate, constitute and  
appoint....[name of the lead member] having its registered office at \_\_\_\_\_,  
being one of the Members of the Consortium, as its Lead Member and its  
true and lawful attorney (hereinafter referred to as the **Attorney**) to do and



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execute all or any of the following acts, deed and things for the company/partnership firm in its name and on its behalf, that is to say:

- to act as the Lead Member of the Consortium for the purposes of the Project;
- in such capacity, to act as the company's/partnership firm's official representative for submitting the Technical Proposal and Financial Proposal for the Project and other relevant documents in connection therewith;
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership firm at meetings, discussions, negotiations and presentations with BPTSL, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Consultant Agreement for and on behalf of the company/partnership firm;
- to do all such acts, deeds and things in the name and on behalf of the company/partnership firm as necessary for the purpose aforesaid.

AND the company/partnership firm hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the company/partnership firm puts its hand and company/partnership firm stamp to this Power of Attorney on this \_\_\_\_\_ [day, month & year]

<p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of board of directors held on the ____ day of _____, 20__ in the presence of [name &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the Company of [name of the company]</p>	<p>The common seal of [name of the company/partnership firm] ----- ----- [name &amp; designation of the person]</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in*

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*the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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**Appendix 11**

**CONSORTIUM AGREEMENT**

(to be executed by the Members)

THIS CONSORTIUM AGREEMENT ("**Agreement**") is entered into on this [●]  
Day of [●] 201[●]

AMONGST

1. [●], with its registered office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], with its registered office at (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the FIRST [and] [,] SECOND, are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

**WHEREAS**

- (A) Bhubaneswar-Puri Transport Services Limited (referred to as the **BPTSL** which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the **Proposals**) by its Request for Proposal No.

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[\_\_] dated [\_\_] (the **RFP**) for selection of a Project Consultant for City Bus Service Management.

- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.
- (C) It is a necessary condition under the RFP that the Members will enter into a Consortium Agreement and furnish a copy of it with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and interpretations**

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

- 3.1 The Parties agree that they have examined in detail and understood the terms and satisfied themselves regarding the contents of the RFP.

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#### **4. Role of the Parties**

- 4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

#### **5. Representations of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any applicable law presently in effect and applicable to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by

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- which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **6. Termination**

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Consultant Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated in case the Consortium is not selected as the Selected Bidder or upon return of the Bid Security by BPTSL to the Bidder, as the case may be.

## **7. Miscellaneous**

- 7.1 This Agreement will be governed by the laws of India.

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7.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of BPTSL.

7.3 The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1

2.

**Instruction:**

1. *The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by 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.*



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## **Technical proposal Submission Forms**

{Notes to Bidders shown in brackets { } throughout Section 2 provide guidance to the Bidders to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### **CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS**

FORM	DESCRIPTION
TECH-1	Comments or Suggestions on the Terms of Reference and on Staff and Facilities to be provided by the Client. A. On the Terms of Reference B. On the Staff and Facilities
TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Services.
TECH-3	Work Schedule and Planning for Deliverables
TECH-4	Team Composition and Curriculum Vitae of team members (CVs)

All pages of the original Technical Proposal and the Financial Proposal shall be initialled by the same authorized representative of the Bidder who signs the Proposal.

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**FORM TECH-1**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

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Form TECH-1: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

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## FORM TECH-2

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-2: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Programme Support Team and relevant technical and administrative support staff.}

**Note: Please enclose details for category a, b and c separately**

**FORM TECH-3**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D)	Months					
		1	2	3	4	5	TOTAL
<b>P-1</b>	Phase 1 (City Bus Modernization Plan)						
<b>T-1</b>	(e.g. Task #1)						
	Actionable Strategy Report...						
<b>T-2</b>	Demand Assessment Report...						
<b>P-2</b>	Phase 2...						
<b>T-n</b>							

- 1 List the deliverables for each phase (P) with the breakdown for tasks (T) required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



**FORM TECH-4**  
**(CONTINUE..)**  
**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**Adequacy for the Assignment:**

Role/Position in Key Expert Level:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Expert will be involved)	

**Expert’s contact information:** (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert  
Date

Signature

{day/month/year}

Name of authorized  
Date  
Representative of the Bidder  
(authorized signatory)

Signature

- *CVs must be signed in indelible ink by the authorized signatory of the Bidders. In case of Unsigned CVs shall be rejected.*

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**Section 3. Financial Proposal - Standard Forms**

**FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

To:

Bhubaneswar-Puri Transport Services Limited (BPTSL)  
BMC Campus, Vivekananda Marg,  
Gautam Nagar, Bhubaneswar -751014  
Ph.: 0674-2435655/2436655, Fax: 0674 - 2436655

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Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Selection of Project Consultant for Bhubaneswar City Bus Modernization Plan Project in Bhubaneswar City of Odisha in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our Financial Proposal is for the amount of {Indicate the Total Cost of the Financial Proposal} {Insert amount(s) in words and figures} (Including service tax). The estimated amount of local indirect taxes is INR {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 14 of the Data Sheet.

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We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_



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#### **Section 4. Eligible Countries**

In reference to Clause 6, for the information of Bidders, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

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## **Section 5. Corrupt and Fraudulent Practices**

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client 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 selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the

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LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

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<sup>4</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

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## **Section 6. Terms of Reference**

### **6.1. Background**

Bhubaneswar-Puri Transport Services Limited (BPTSL) is the only public bus service provider for Bhubaneswar city since the beginning of its operation, i.e. 10<sup>th</sup> Oct'2010. It's a Special Purpose Vehicle (SPV), registered under Companies Act 1956 for running buses within Bhubaneswar and Puri. The buses are run by a private entity on Route Authorization Fee Model, where the operator has the maximum responsibility in bus operation. Currently approx. 92 intra-city buses comprising of standard floor and midi-buses operate across 10 city routes in Bhubaneswar. Currently the buses services operate on 1 Depot (Pokhariput) and a major terminal (Master Canteen). The estimated daily ridership in the city is approximately 33,000. The city has total area of 186 sq. km with 400 km road for Public Transport network of avg. 20M road width

The Impact Assessment Study conducted by IIT, Bhubaneswar shows that average trip length in the City Bus service is approx. six kms. After analyzing the past trends, study suggests 2% of annual growth in the ridership of City Bus services. Study also suggests to improve the services through increase in service frequency, accessibility of the bus shelter, use of Intelligent Transport Systems and providing more transit infrastructures for modernizing the city bus services.

After five years of its operation, BPTSL has been facing several challenges like dwindling of in-operation buses owing to lack of spare parts and a weak maintenance regime, compounded by opportunistic exploitation of gaps in the contract by the operator like irregular service schedule, low frequency, running of buses mostly in high capacity routes etc. The upshot is deterioration of public transportation system with burnt being borne by the commuting public.

Looking at the challenges faced by BPTSL and to increase the operational efficiency of the city bus services, it has been decided to completely revamp the city bus operation with more no of buses, higher frequency and most importantly carrying out studies to formulate best model (Net Cost, Gross Cost or Hybrid), so that BPTSL shall have more control on the operation of the city bus system and pay to the operator based on the

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actual quality and quantity of services rendered. In this system, the operator/s shall provide the services for planning, policy formulation, infrastructure design and monitoring of construction works for all relevant transit infrastructures including the procurement conforming to a set of service levels defined by BPTSL. In order to shift to the new system and to achieve the highest standards in running of city buses a detailed exercise is needed to make an efficient plan.

**6.2. Objective of the Assignment: - The objective of the assignment is to support Bhubaneswar-Puri Transport Services Limited (BPTSL) in preparation of City Bus Modernization DPR and policy framework for BPTSL.**

The project is expected to bring about a lasting change in the quality of life of the citizens.

**6.3. General Scope of Services**

The PC (Project Consultant) shall support the Bhubaneswar-Puri Transport Services Limited (BPTSL) in preparation of detailed project report for modernizing city bus services including route planning, infrastructure assessment etc. and formulate different policies for BPTSL. All the work has been divided into following phases:

**Phase I: City Bus Modernization Plan:** In order to prepare a framework for best suitable model, the consultant has to prepare a detailed city bus modernization plan which includes assessing the travel demand of the existing and potential service area; assessing current bus service flaws and immediate actionable strategies to resolve those issues; accessing current infrastructure and proposed required infrastructure for a smooth operation; and detailed plan and strategies of bus operation. The consultant has to carry out full environment and social impact assessment (ESIA) study for this project.

**Phase II: Preparation of different frameworks:** The consultant will be required to examine the policy, institutional and financing environment to provide a basis for city bus assessment. Then, on the basis of bus modernization plan prepared in phase I, the consultant has to prepare and finalize various policy frameworks, i.e. Advertising on rolling stocks & shelters, urban transport fund etc., institutional framework and contract document for proposed model (for selecting operator/s) to strengthen the city bus services.

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**Phase III: Detailed Project Report:** The consultant shall prepare the Detailed Project Report incl. bus operation plan, scheduling, transit infrastructure, proposed bus operation model etc. using the comments and inputs from BPTSL and lending agency. DPR should include the items to be financed from the loan and an estimation of EIRR & FIRR of the project.

#### **6.4. Detailed Scope of Work:**

**Phase I: City Bus Modernization Plan:** In order to prepare the city bus modernization plan the consultant has to perform following tasks:

**Task 1: Assessment of existing bus operations:**

The consultant has to assess the existing situation of bus services, both existing and required, based on following areas which include, but not limited to:

- a. Existing fleet size, types.
- b. Condition of the fleets.
- c. Serviceability.
- d. Out-shedding.
- e. Existing infrastructure available within rolling stocks and their conditions.
- f. Existing manpower.
- g. Daily operations- schedule, headway etc.
- h. Existing Financial situation analysis on the profitability of the present model.
- i. Emission Level of the existing system.
- j. Bus stop accessibility.
- k. Commuter Satisfaction
- l. Analysis of existing private bus operators (number of operators, fleet size, fares, routes, staffing levels and positions)

Deliverable:

The consultant has to submit an “**Actionable Strategy Report**” after completion of this task, for immediate short term improvement of operation with existing infrastructure.

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**Task 2: Travel Demand Assessment:**

First consultant has to define study area looking at the existing services area & area with development potential in next 10 years and finalise the study area after consultation with authorities (BPTSL). Once study area has been finalised the travel demand of the study area needs to be assessed after keeping in view of various reports (already submitted or ongoing-draft available) and data which include, but not limited to:

- a. Impact Assessment Study of City Bus Services in Cuttack-Bhubaneswar-Puri Area under JnNURM.
- b. Integrated Comprehensive Mobility Plan (ICMP).
- c. Transit Oriented Development Report (TOD).
- d. Bus Rapid Transit System Report.
- e. Mass Rapid Transit System Report.
- f. City Development Plan.
- g. House-hold data of ICMP.
- h. Electronic Ticketing Machine (ETM) data.

**Note: - The consultant may have to conduct a limited primary survey for validation and updation of existing data. Based on the secondary documents or sources and primary survey data, the demand assessment is to be taken by the consultant to update the existing demand forecast. All the data (primary and secondary) has to be handed over to BPTSL after completion of the task for future reference.**

Deliverable:

The consultant has to submit a “**Demand Assessment Report**” which include, but not limited to:

- a. Existing Ridership pattern.
- b. Transit Modelling exercise.
- c. Existing and forecasted passenger demand in different routes.

**Task 3: Assessment of infrastructure:**

The consultant has to access the infrastructure, both existing and required, based on following areas which include, but not limited to:

- a. Existing infrastructure details, i.e. depots, terminals and shelters.
- b. Conditions of the existing infrastructure, bus bays etc.
- c. Actions for up-gradation of existing infrastructure.
- d. Requirement of new infrastructure; depots, terminals: no, capacity & location.

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Deliverable:

The consultant has to submit an “**Infrastructure Assessment Report**” after completion of this task.

**Task 4:** Preparation of operational plan and strategies:

The consultant has to prepare a detailed operational plan of city bus services incorporating all the above tasks (1-3) which include, but not limited to:

- a. Future route networks and service coverage (Route Rationalization)
- b. Type and size of fleets needed.
- c. Assessment and recommendation of suitable technology options for high & low capacity corridors, including, environment friendly low emission fuel technologies. Comprehensive assessment of suitable technologies based on available and planned fueling infrastructure (e.g. CNG/electric/hybrid technologies) and with the objective of obtaining a green, modern bus system.
- d. Type of services (express, limited etc.)
- e. Proposal of route-wise frequency of services.
- f. Project phasing – related to all the development/ implementation/ procurement works.
- g. Further scope of future bus based public transport network development.
- h. Integration and last mile connectivity requirements.
- i. Assessment of complementary measures for preserving the environment within the project (use of renewable energy for buildings and lighting, recycling of water at bus depots etc.)

Deliverable:

The consultant has to submit a “**City Bus Operational Plan Report**” after completion of this task.

**Task 5:** Preparation of Options Assessment Report:

The consultant shall analyze all the data and reports generated from the tasks listed above and based on it further, develop a financial model of the bus operation. This shall be developed as a Bus Operation Financial Assessment Report which shall cover the following but not limited to:

- a. Models of Bus Operation (incl. roles and integration of public and private bus operators)
- b. Expected Capital and Financial expenditure



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- c. Expected revenue projection and sources for revenue generation
  - d. Financial and Economic Modelling.
  - e. Recommendation on the bus operation model like Gross Cost, Net Cost or Hybrid Model including the suggestions on contract packaging for each operational model type.

Deliverable:

The consultant has to submit a “**Bus Operation Options Assessment Report including Financial Model and Recommendations**” after completion of this task.

The options will later on be discussed and decided upon during a tripartite meeting (BPTSL, consultant, KfW).

**Task 6:** Preparation of Environmental & Social Impact Assessment Report:

The consultant has to carry out environmental & social assessment of the proposed final modernization plan. Assessment report should be in conformity to the International Standards/ guidelines (KfW/World Bank/ADB etc.). The assessment report should include, but not limited to:

a. Scoping Study:

- Review of available data.
- Site verification visit.
- Engagement with key stakeholders.

The scoping study should focus on the following areas:

Physical environment: meteorology and climate change, ambient air quality and noise levels, geology and topography and soils, ground, surface water resources, drainage pattern; land use and land cover, landscape and visual amenity, sediment transport

Biological environment: Flora and fauna species, rare and endangered species, ecosystem services, protected areas and critical habitats

Socioeconomic environment: livelihoods, lands use and agriculture, physical relocation, local and national economy and employment, sociocultural institutions and cultural norms, tourism, infrastructure, community health and safety, occupational health and safety, security implications, aesthetics and sense of place, traffic flows, waste, cultural heritage, recreation.

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- b. Stakeholder Engagement:
    - Preparation of Stakeholder engagement plan
    - Implementation of stakeholder engagement activities.
    - Integration of an appropriate grievance procedure for the project.
  - c. Preparation of Project description (incl. all key aspects of the project, reference to the relevant international norms, highlights on the embedded operational and design controls for environment protection and safety already included in the design)
  - d. Consideration of alternatives (comparison of the proposed project options to the “business as usual scenario”).
  - e. Description of Legal framework. (national and international environmental and social obligations relevant for the project implementation (i.e. related to air quality, waste water, noise etc.)
  - f. Preparation of baseline description:
    - Socio-economic survey.
    - Bio-diversity study, including critical habitat assessment.
    - Ambient air quality monitoring.
    - Ambient noise quality monitoring.
    - Soil quality and waste water at existing and planned depots
  - g. Quantitative modelling studies.
    - Noise modelling
    - Air quality modelling.
    - Fire and explosion risk assessment modelling, Oil spill modelling
  - h. Gender and poverty analysis (women employment and safety aspects)
  - i. Effects of public bus system on private bus services and private drivers
  - j. Workplace health and safety (working conditions of drivers, conductors etc.)
  - k. Preparation of Environmental and Social Management Plan - to mitigate the impact of the project, including resettlement and land acquisition framework (if land is acquired for transit infrastructure development).

**Note:** Assessment shall be focused on physical, biological & socio-economic environment.

Deliverables:

The consultant has to submit “**Environmental & Social Impact Assessment Report**” incl. Environmental and Social Management Plan (ESMP) and Stakeholder Engagement Plan (SEP).

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## **Phase II: Institutional and Policy frameworks:**

### **Task 1:** Assessment of existing institutional and policy environment:

The consultants have to undertake an assessment of relevant city, state and national policies and regulation related to bus development and operations, including institutional constraints that could impact the selection of an effective city bus services strategy.

#### Deliverable:

The consultant has to submit a summary institutional and policy environment report

### **Task 2:** Preparation of different Policy base:

The consultants have to prepare all the necessary documents (based on the National Urban Transport Policy (NUTP) and other relevant policy documents) related to this project which will ease the implementation works and also strengthen the overall development these include, but not limited to:

- a. Urban Transport Fund Policy.
- b. Fare Policy.
- c. Media & Advertisement Policy.

#### Deliverable:

The consultant has to submit all the above mentioned policy documents.

### **Task 3:** Preparation of Core framework:

The consultant has to prepare all the necessary documents for smooth functioning, managing and monitoring of city bus services, which include, but not limited to:

- a. Institutional framework and structure.
- b. Monitoring & Evaluation Strategy.
- c. Technological Strategy.
- d. Public outreach & Awareness Strategy.

#### Deliverable:

The consultant has to submit the entire above mentioned core documents.

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**Task 4: Structuring the Contract document:**

The consultant has to prepare a proper structure of proposed model contract document using appropriate international financing procurement templates which include, but not limited to:

- a. Pre-Qualification
- b. Eligibility & Financial Criteria
- c. General and Specification Terms & Conditions.
- d. Service Level
- e. Penalty Clauses
- f. Payment Clauses
- g. Draft Contract Document

Deliverable:

The consultant has to submit the proposed model contract document.

**Phase III: Detailed Project Report:**

**Task 1: Preparation of Detailed Project Report (Project Appraisal Report):**

The consultant shall prepare the Detailed Project Report, which includes finalized bus operation plan, scheduling, transit infrastructure, proposed bus operation model etc. using the comments and inputs from BPTSL and lending agency. DPR should also include estimation of EIRR & FIRR.

Deliverable:

The consultant has to submit a draft “Detailed Project Report”. The DPR should aim at an environment- and climate-friendly modern bus system (project objective) and should identify concrete measures that would be financed by KfW (buses).

**Task 2: Support for approval of Detailed project Report**

Deliverable:

The consultant has to submit Final Detailed Project Report (DPR).

**6.5. Team Composition**

The suggested staffing requirement and schedule required for the project has been outlined in the table below. The consultant will be required to provide detailed CVs, along with documentary evidence as required for all the team members stated below. All the CVs should meet all the minimum

criteria, without which the bid will not be considered for further evaluation.

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
1	Project Director - cum-Team Lead	B.E/ B.Tech in Civil, preferably with MBA/PGDM	The Project Director shall have a minimum of 20 years of experience in the public bus transportation. The ideal candidate should have advisory experience on both the government side transactions in India and abroad and should have led projects entailing Public Transportation, project structuring and project conceptualization.
2	Senior Transport Planner	Master's Degree in Transportation Planning / Transport Engineering	Should have overall experience of 10 years out of which 7 years of minimum experience in transport planning /engineering.
3	Bus Operations Expert	B.E/B.Tech in Civil/ Mechanical Engineering	Should have overall experience of 15 years out of which 10 years of minimum experience in bus operation management, crew scheduling, driver training, fleet scheduling, route planning.
4	Environmental and Social Impact Assessment Expert	Masters in Environmental Science/ Sociology/ Geography or other relevant field.	Should have overall experience of 10 years out of which 8 years of minimum experience in Impact assessment studies related to the project requirement. (Environmental & Social)
5	Engineering Lead	M.E/M.Tech in Civil	Should have overall experience of 10 years out of which 7 years in developing Transit Infrastructure

## 6.6. Deliverable and payment Schedules

(a) The Deliverables & Payment schedules shall be as follows

S No.	Activities/Deliverables	Time period (T <sub>0</sub> date of signing of Contract)	Amount (Percentage of total project cost)
	<b>PHASE – 1</b>	<b>T<sub>0</sub> to T<sub>0</sub>+ 120 days</b>	<b>40%</b>
<b>1</b>	<b>Task 1:</b> Final Submission of “Actionable Strategy Report”	<b>T<sub>0</sub>+ 30 days</b>	5%
<b>2</b>	<b>Task 2:</b> Final Submission of “Demand Assessment Report”	<b>T<sub>0</sub>+ 65 days</b>	10%
<b>3</b>	<b>Task 3:</b> Final Submission of “Infrastructure Assessment Report”	<b>T<sub>0</sub>+ 80 days</b>	5%
<b>4</b>	<b>Task 4:</b> Final Submission of “City Bus Operational Plan Report”	<b>T<sub>0</sub>+ 90 days</b>	5%
<b>5</b>	<b>Task 5:</b> Final Submission of “Option Assessment Report”	<b>T<sub>0</sub>+ 110 days</b>	10%
<b>6</b>	<b>Task 6:</b> Submission of draft “Environmental and Social Impact Assessment (ESIA) Report”.	<b>T<sub>0</sub>+ 110 days</b>	
	Submission of final ESIA Report	<b>T<sub>0</sub>+ 180 days</b>	5%
<b>7</b>	<b>Meeting 1:</b> Tripartite meeting (between BPTSL, KfW and consultant) to decide on recommendations of option assessment report	<b>On day 120</b>	
	<b>PHASE – 2</b>	<b>T<sub>0</sub>+ 30 days to T<sub>0</sub>+ 180 days</b>	<b>30%</b>
1	<b>Task 1:</b> Final Submission of Summary Policy and Institutional environment report	<b>T<sub>0</sub>+ 90 days</b>	5%
2	<b>Task 2:</b> Final Submission of Different Policy Documents: a. Urban Transport Fund Policy b. Fare Policy c. Media & Advertisement Policy	<b>T<sub>0</sub>+ 130 days</b>	15%

3	<b>Task 3:</b> Final Submission of Different Strategy Documents: a. Institutional Framework and Structure b. Monitoring & Evaluation Strategy c. Technological Strategy d. Public Outreach & awareness strategy	<b>T<sub>0</sub>+ 130 days</b>	
4	<b>Task 4:</b> Final Submission of Bid Documents for Selection of Operator	<b>T<sub>0</sub>+ 180 days</b>	10%
	<b>PHASE -3</b>	<b>T<sub>0</sub>+ 120 days to T<sub>0</sub>+ 180 days</b>	<b>30%</b>
1	<b>Task 1:</b> Submission of draft “Detailed Project Report”.	<b>T<sub>0</sub>+ 150 days</b>	10%
2	<b>Meeting 2:</b> Tripartite meeting (between BPTSL, KfW and consultant) to decide on recommendations of DPR [jointly KfW Appraisal Mission]	<b>On day 160</b>	
3	<b>Task 2:</b> Submission of final “Detailed Project Report”	<b>T<sub>0</sub>+ 180 days</b>	20%
	<b>Total</b>		<b>100%</b>

- a. In addition to above, the Consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues resolved/to be resolved related to assignments during the month.

**(b) Bar Chart**

					Year 1				
Phase	Item	Task	start day	end day	duration (mths)	Q1	Q2	Q3	Q4
Phase 1-3 consultant recruitment			-60	0	2				
1	1	Actionable Strategy [Report]	0	30	1	[30]			
	2	Demand Assessment [Report]	30	65	1.5		[65]		
	3	Infrastructure Assessment [Report]	35	80	1.5		[80]		
	4	City Bus Operational Plan [Report]	60	90	1		[90]		
	5	Options Assessment [Report]	80	110	1			[110]	
	6a	Draft ESIA [Report]	35	110	2.5			[110]	
	6b	Final ESIA [Report]	150	180	1				[180]
	M1	Tripartite Meeting #1						[120]	
2	1	Summary Policy and Institutional environment [Report]	30	90	2		[90]		
	2	Submission of policy documents:	100	130	1			[130]	
	3	Submission of strategy documents:	100	130	1			[130]	
	4	Bid documents for operator selection	120	180	2				[180]
3	1	Draft DPR	120	150	1			[150]	
	M2	Tripartite Meeting #2							[160]
	2	Final DPR	150	180	1				[180]

- \* - inputs (months) intermittent over period
- tasks undertaken by government or KfW



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## **6.7. Client's Input and Counterpart Services and Facilities**

- (a) Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client with installation of fans/air conditions. The electricity charges shall be paid by the Client.
- (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: As per requirement and at the request of the Consultant
- (c) The Consulting firm will be responsible to:
  - Arrange for fully equipped office and office operation related facilities for project development team.
  - Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
  - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
  - Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.
  - The equipment/ furniture purchased from the funds provided by the Client shall be the property of the Client and on completion of the project the Consultant shall return all those equipment/furniture in workable condition.



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**Section 7. Standard Form of Contract**

Attached Separately

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