



Bhubaneswar-Puri Transport Services Limited

BMC Campus, Vivekananda Marg, Bhubaneswar-751014, Odisha, India

Email: bptslbbsr@gmail.com; Phone No.: 0674-2436655

CIN No: - U60210OR2010PLC011624

Notice No.-24/BPTSL

Date: 21.01.2017

CORRIGENDUM NOTICE
TO RFP NO:600/BPTSL, DATED 26-12-2016 FOR
SELECTION OF PROJECT CONSULTANT FOR BHUBANESWAR CITY BUS
MODERNIZATION PLAN

Bhubaneswar-Puri Transport Services Limited (BPTSL) hereby issues this notice for the attention of all intending bidders that the responses to the queries of pre bid meeting has been uploaded and the same can be downloaded from <http://www.urbanodisha.gov.in>, <http://bmc.gov.in> and www.bdabbsr.in .

The last date for receipt of technical and financial proposals has been **extended** till **03:00 P.M. on 05/02/2017**. The technical proposal shall be opened at **4:00 P.M. on 05/02/2017**.

Sd/-

Managing Director

Bhubaneswar-Puri Transport Services Limited

Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

No.: 24/BPTSL

Date: 21/01/2017

Reference Document: RFP No: 600/BPTSL, Dated 26th Dec, 2016

Reply to the Pre-bid Queries

S. No	Reference clause in RFP	Query/ Suggestion	Response
1	Section 1: E. Data Sheet, clause 33 (VI): Schedule of Bidding Process	Request you to kindly extend the submission deadline for at least 3 weeks from the receipt of responses to queries, in order to present our best option for executing the esteemed project.	Kindly refer corrigendum 1
2	Section 6: TOR, Clause 6.5 (1) (Team Composition)	Project Director cum Team Leader: Based on our experience of working on projects of similar nature, we request you to kindly consider changing the education qualification to B.E/B. Tech in any Engineering Stream with MBA. We understand from our past experience that Public bus transportation experience can come under the ambit of public transport experience. Therefore, Request you to change the criteria of minimum experience to 'experience in Public Transportation including Bus'.	Kindly refer corrigendum 1
3	Section 6: TOR, Clause 6.5 (3) (Team Composition)	Bus Operations Expert: Based on our experience of working on projects of similar nature, we request you to kindly consider changing the qualification to minimum of 10 years of relevant experience.	Kindly refer corrigendum 1
4	Section 6: TOR, Clause 6.5 (5) (Team Composition)	Engineering Lead: Based on our experience of working on projects of similar nature, we request you to kindly consider changing the qualification to minimum of 10 years of relevant experience.	Kindly refer corrigendum 1

Reply to Pre-bid queries -Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

S. No	Reference clause in RFP	Query/ Suggestion	Response
5	Other	Kindly specify the web link on which the notifications regarding the above said RFP are available for reference.	All the notifications regarding this city bus modernization project (till the selection of project consultant) will be uploaded in www.urbanodisha.gov.in , www.bmc.gov.in and www.bdabbsr.in
6	Other	It is mentioned that standard form of contract is attached separately. Kindly provide the source from which it can be procured.	Standard form of contract is available in www.urbanodisha.gov.in , www.bmc.gov.in and www.bdabbsr.in along with RFP document.
7	Section 1: A. General Provisions: clause 6.5	We understand that similar projects should have the following components: -Route planning. -Route rationalization. -Transport Modelling -Demand assessment studies. Please confirm	Similar project means experience in at least two kinds of exercise from following: 1. Route planning. 2. Route rationalization. 3. Transport modelling. 4. Demand assessment studies. 5. DPR preparation, including financial analysis, for city bus projects.
8	Section 1: A. General Provisions: clause 6.6	The project requirement is very detailed and focused on a detailed roadmap of a city bus operation revamping. The threshold requirement of average annual turnover in this RfP to undertake such specialized assignment as been kept very low. It is requested to raise the average annual turnover to qualify experienced and credible firms to undertake such assignment. Request to change the clause as follows: "Average annual turnover of the Bidder in the last three financial years (i.e., 2013-14, 2014-15, 2015-16) shall be at least INR 20 Crores. A certificate from a Chartered Account shall be furnished as per the format provided in the annexure"	Kindly refer corrigendum 1

Reply to Pre-bid queries -Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

S. No	Reference clause in RFP	Query/ Suggestion	Response
9	Section 1: E. Data Sheet, clause 35 (IV) (B): Technical Proposal	Bidder must have prior experience of executing DPR or Detailed Feasibility Report or other similar assignments/ mechanism towards implementation of New Scheme for Operation of City Bus Services for STU/ City Bus/ Public Sector Entity in India, covering not less than 100 buses in the last 06 years. However the above assignments should adequately have the following critical components: 1. Route Planning. 2. Route Rationalization 3. Transport Modelling/ Demand Assessment Studies.	Kindly refer corrigendum 1
10	Section 1: E. Data Sheet, clause 35 (IV) (B): Technical Proposal	Bidder must have prior experience in preparing Policy documents or Policy Recommendations or Policy briefing paper, detailing the interventions for improving the City Bus systems for State Transport Undertaking (STU) or State Transport Authorities or Any other agency (Ex. NGOs) working towards the development of the concerned sector in India.	Kindly refer corrigendum 1
11	Section 6: TOR, Clause 6.5 (1) (Team Composition)	Stipulating the Project Director's qualification in Civil stream of engineering for undertaking this assignment seems irrelevant and limiting. Request to change the clause as following: "B.E./B.Tech, preferably with MBA/PGDM"	Kindly refer the response given in serial no. 2.
12	Section 1: B. Preparation of Proposals: clause 14 (I) sub-contracting	The given assignment is a very specialist in nature and would require dedicated focus and indulgence of consultant's technical experience and capabilities on the core activities of the projects. However, this would also involve some very basic and non-core activities (ex. surveys) which can also be executed by consultant's guidance	Kindly refer corrigendum 1

S. No	Reference clause in RFP	Query/ Suggestion	Response
		<p>without requiring his dedicated presence on the activity, thereby keeping the focus on core activities, critical to the success of the project.</p> <p>In view of the above, may we request if the RfP can provisions for sub-contracting of non-core activities?</p>	
13	Section 1: E. Data Sheet, clause 33 (VI): Schedule of Bidding Process	The RfP is extensive and prominence is given on the technical proposal. In order to submit a superior techno-commercial and competitive proposal, request to provide an extension of 2 weeks from the current submission date.	Kindly refer the response given in serial no. 1.
14	Section 1: A. General Provisions: clause 2.3 (b)	It is mentioned in the RFP, on submission of our technical proposal client will evaluate based on compliance of ToR and the smart city proposals. Kindly clarify the same.	Bidder is expected to go through both the TOR and the Bhubaneswar smart city proposal thoroughly.
15	Section 7: Standard form of Contract, Clause 3.2	<p>In view of provision of standard and special services by the Consultant to the Employer, the following clause 3.2.3 be inserted for providing payment of agreed additional remuneration for both standard and special services:</p> <p>3.2.3 The Employer shall pay additional remuneration and fee to the Consultant for availing standard services and special services on mutually agreed terms and conditions.</p>	RFP conditions prevail.
16	Section 7: Standard form of Contract, Clause 4.6	<p>As per general practice in consultancy agreements, these clauses are proposed to be modified as under:</p> <p>4.6.2 If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the</p>	RFP conditions prevail.

S. No	Reference clause in RFP	Query/ Suggestion	Response
		<p>performance deficit within a period of 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Contract by written notice by giving 15 days' notice period.</p> <p>4.6.3 The Consultant may terminate this Contract if any amounts due and payable to it under this Contract have not been paid within 30 days after the receipt of the corresponding invoice, as long as the Consultant has given the Employer a written reminder within a period of 15 days after the initial 30 days deadline has passed and the Employer does not pay the due amounts within a further period of 15 days after this notice.</p>	
17	Section 1: B. Preparation of Proposals: clause 14 (I) sub-contracting	<p>The revised quote should be</p> <p>Sub-Contracting : The Consultant shall not sub-contract whole of the services</p>	Kindly refer the response given in serial no. 12.
18	Section 7: Standard form of Contract, Clause 8.2	<p>As per general practice in consultancy agreements, these clauses are proposed to be modified as under:</p> <p>8.2.1 If an amicable settlement cannot be reached within a period of 45 days after the written request pursuant to Paragraph 8.1 [Amicable Settlement], the parties may, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding this, the parties may agree to begin mediation immediately. Unless the parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.</p>	RFP conditions prevail.

S. No	Reference clause in RFP	Query/ Suggestion	Response
		<p>Mediation shall begin no later than 10 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.</p> <p>All negotiations and talks held in the course of mediation shall be treated confidentially, unless they are concluded in a written, legally binding contract. If the parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the parties.</p> <p>8.2.2 If the dispute is not settled within 45 days after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [Arbitration Procedure].</p>	
19	Section 1: C. Submission, Opening and Evaluation: Clause 23.1	Format of Performance Security should be provided	Kindly refer Addendum 1
20	Section 1: C. Submission, Opening and Evaluation: Clause 23.1	<p>There is a need to mention the category of Bank which will issue the Bank Guarantee. It is therefore proposed to modify this para as under:</p> <p>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 from any</p>	Kindly refer corrigendum 1

Reply to Pre-bid queries -Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

S. No	Reference clause in RFP	Query/ Suggestion	Response
		Scheduled Commercial bank in India, issued in favour of the Client in the format appended to the Contract.	
21	Section 1: E. Data Sheet, clause 34 (V) (b)	Reference to Para 34(V)(b), the financial proposal sought should be exclusive of service tax which may be read as under : "Our Financial Proposal is for the amount of Rs(Rupees in word) plus applicable service tax	RFP conditions prevail.
22	Section 3: Form Fin 1	Reference to Para 34(V)(b), the financial proposal sought should be exclusive of service tax which may be read as under : "Our Financial Proposal is for the amount of Rs(Rupees in word) plus applicable service tax	Kindly refer corrigendum 1
23	Section 2: Appendix 5	Please clarify POA should be on a stamp paper of Rs. 1000 or Rs. 100?	POA should be on a stamp paper of Rs. 100/-
24	Section 6: Terms of Reference, clause 6.4 task 2 (phase I)	It is mentioned in Pg 84 the city has total area of 186 sq.km with 400 km road for Public Transport network of avg 20 m road width. Kindly confirm the same can be considered as study area or it will be beyond the city limits.	Study area boundary needs to be defined by consultant looking at the current extension of services and future demand areas.
25	Section 6: Terms of Reference, clause 6.4 task 6 (phase I)	We assume the detailed scoping study should be carried for the entire study area i.e. for the whole city. Alternately we request the same can be conducted only at existing/proposed depots/terminals. Kindly confirm.	ESIA needs to be conducted for the whole study area.
26	Section 6: Terms of Reference, clause 6.7	Kindly confirm the selected consultant need to open an office in Bhubaneswar	Decision of opening an office in Bhubaneswar is completely depended on consultant. But the consultant have to ensure availability of team leader and experts as and when it is required.
27	Section 6: Terms of Reference, clause 6.4, task	Assessment would require access of information, data, books of accounts of existing operator. BPTSL should	BPTSL will help the consultant in data collection process by arranging meetings with

Reply to Pre-bid queries -Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

S. No	Reference clause in RFP	Query/ Suggestion	Response
	1 (phase I)	facilitate and arrange data from operator.	concerned authorities, but the consultant will be responsible for follow-up and eventual data collection.
28	Section 6: Terms of Reference, clause 6.4, task 1 (i) (phase I)	Please explain in detail: Emission level of the existing system	The consultant has to measure the emission level of different transport modes plying within the study area.
29	Section 6: Terms of Reference, clause 6.4, task 1 (k) (phase I)	We propose a sample size of 3000 passengers (10%) spread over routes	Consultant has to conduct a commuter satisfaction survey with 3000 sample size.
30	Section 6: Terms of Reference, clause 6.4, task 2 (phase I)	Does BPTSL have this data available? Or will it facilitate in getting this data from respective consultants?	BPTSL will provide all the draft reports.
31	Section 6: Terms of Reference, clause 6.4, task 3 (phase I)	Is it access or assess? Looks like a typo error.	The word should be considered as "assess".
32	Section 6: Terms of Reference, clause 6.4, task 5 (c) (phase I)	Does it also include assessment of revenue from real estate development?	Consultant has to explore and assess all possible sources of non-fare revenue and the same should consider at the time of financial analysis.
33	Section 6: TOR, Clause 6.5 (1) (Team Composition)	Would request to include PG in transportation planning/ engineering	Kindly refer the response given in serial no. 2.
34	Section 6: TOR, Clause 6.6 (Deliverable and Payment Schedule)	The Client should consider to release mobilization @ 10% to the selected bidder against the Advance Payment Guarantee as provided in Annexure 10 of Section 7 of the RFP, which may be adjusted from the final milestone of the project	RFP conditions prevail.
35	Section 7: Standard form of Contract, Clause 5.2.1 (b)	Since the payment is required to be made on completion of milestones the clause should be modified as under :	RFP conditions prevail.

S. No	Reference clause in RFP	Query/ Suggestion	Response
		<p>The instalments shall be paid upon presentation of corresponding invoices. The Employer shall have the right to suspend payment of instalments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant. This right shall also apply to payments which are not based on output-related evidence of performance. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.6 [Objections to Invoices].</p>	
36	Section 7: Standard form of Contract, Clause 5.5.1 (b)	<p>Should be modified as under :</p> <p>Except in relation to advance payment and where otherwise stated in the Special conditions, payment shall be made within 15 days of presentation of a verifiable invoice by the Consultant to the Employer</p>	RFP conditions prevail.
37	Section 1: A. General Provisions: clause 6.6	<p>We feel that given the scale of the assignment and experience required for quality and timely execution, the turnover criteria may kindly be revised as below:</p> <p>"The Bidder should have a minimum average annual turnover from consultancy services of INR 50,00,00,000.00 (Indian Rupees Fifty Crores only) in the three financial years 2013-14, 2014-15 and 2015-16 prior to the Proposal Due Date"</p>	Kindly refer the response given in serial no. 8.
38	Section 1: E. Data Sheet, clause 35 (IV) (A): Technical Proposal	<p>It is requested to modify the requirement as below:</p> <p>1. Bidder should have completed/ ongoing at least a similar project with minimum 100 buses for City Bus Services for government</p>	Kindly refer the response given in serial no. 9.

S. No	Reference clause in RFP	Query/ Suggestion	Response
		<p>departments/agencies in India.</p> <p>Applicants who have undertaken assignments with STUs/city Bus Service provider SPV, where preparation of Business Plan/ Modernization Plan of City Bus Operation/ Bus Service Operation/Strategic Road map for STUs is part of the scope of work will be give preference.</p> <p>Applicants who have undertaken minimum three project management related assignments of long term nature (more than 12months) for the State/ Central Govt. in the last five years with free of at least Rupees one crore will be preferred.</p> <p>Experience of having work with govt. departments/govt. undertakings/ PSUs in the state of odisha during the last five years with fee of at least Rupees one crore will be advantageous.</p> <p>The above changes would ensure that the most eligible bidder only gets selected through the competitive bidding.</p>	
39	Section 6: TOR, Clause 6.5 (Team Composition)	<p>We have reviewed the scope of work and would like to propose the following team structure.</p> <p>1) Project Director cum Team Leader: B.E./B.Plan with Masters in Transport Planning/Transport Engineering - minimum 20 years of experience in public bus transportation. Ideal candidate should have advisory experience on both the government side transactions in India and abroad. He should have led projects entailing Public Transportation, project structuring and</p>	Kindly refer corrigendum 1

S. No	Reference clause in RFP	Query/ Suggestion	Response
		<p>project conceptualization.</p> <p>2) Bus Operation Expert: B.E./ B. Tech (Mechanical) - Minimum 15 years expertise in Bus Operation, Crew Scheduling, driver training, fleet scheduling, route planning.</p> <p>3) Transport Specialist: Minimum 10 years of experience in urban transportation planning projects.</p> <p>4) Transport Economist: M.Tech/ Master of Planning in Transportation and Graduate/ Post-Graduate in Economics - minimum 7 years of experience in bus transport planning, conducting market survey analysis, traffic assessment, demand projection, socio-economic assessment, economic and financial assessment.</p> <p>5) PPP and Finance Expert: B.E./B. Tech (Civil) and MBA/PGDM in Finance - minimum 10 years of experience in PPP option assessment, transaction structuring, risk analysis, procurement plan in Transport Sector.</p> <p>6) ITS Expert: M. Tech/ Master of Planning in Transportation - minimum 7 years of experience in urban transport planning, conducting market survey analysis, traffic assessment, demand projection, socio-economic assessment.</p> <p>7) Institutional Expert: 7 years of experience in review and design of infrastructure, institutional structure.</p> <p>8) Procurement Specialist: minimum 5 years of experience in financial viability</p>	

Reply to Pre-bid queries -Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

S. No	Reference clause in RFP	Query/ Suggestion	Response
		and project structuring along with development of project bid documents, Review of DPR, preparation of RFQ, RFP documents and Concession Agreement, Organizing pre-bid conference, issuing queries to the bidder and Evaluation of the bids submitted and assistance during signing of LoA and concession agreement.	
40	Other	Does the scope of work include assistance to the Authority for procurement of buses with financial assistance from KfW	Scope doesn't include procurement of buses.
41	Other	Given the long term vision of BPTSL in providing safe and efficient public transport system to the citizens. It is suggested that the scope of work should include elements of 1) designing ITS, 2) bid process management during the procurement phase of buses.	1) ITS interventions in BPTSL buses will be taken up through separate project undertaken by Bhubaneswar Smart City Limited. The consultant needs to coordinate with BSCL for that. 2) Scope doesn't include procurement of buses.
42	Other	Please clarify, if the current scope of work entails designing of bus bays, terminals, depots etc.	Consultant has to prepare schematic/ planning level design of all proposed infrastructure. No engineering details is required.
43	Section 6: TOR, Clause 6.6 (Deliverable and Payment Schedule)	The study has been defined in three phases. The study involves multiple stakeholder engagement. The tasks envisaged are mostly sequential and timely completion of the same would rely a lot on approval of preceding tasks. Thus, it is requested to revise the study duration to 270 days and deliverables can be adjusted accordingly.	RFP conditions prevail.
44	Other	Modifications in the RfP to include elements of designing ITS, bid process management during the procurement phase of buses.	Please refer the response given in serial no 41.

Reply to Pre-bid queries -Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

S. No	Reference clause in RFP	Query/ Suggestion	Response
45	Section 1: E. Data Sheet, clause 35 (IV) (B): Technical Proposal	We request you to reconsider this clause as: Bidder must have prior experience in Preparation of Policy documents in transport sector/other government projects	Please refer the response given in serial no. 10.
46	Section 1: E. Data Sheet, clause 33 (VI): Schedule of Bidding Process	Request you to kindly extend the Date of Submission by one week i.e. 01.02.2017	Please refer the response given in serial no. 1.
47	Section 1: E. Data Sheet, clause 35 (IV) (B): Technical Proposal	The bidder should have worked on City bus services for India. We request authority to consider such assignments from other country also as similar assignments are executed by limited cities. Secondly, credential from other country will help to access modern practice during service.	Please refer the response given in serial no. 9.
48	Section 1: E. Data Sheet, clause 33 (VI): Schedule of Bidding Process	We request authority to extend bid due date for 15 days as documentation takes time	Please refer the response given in serial no. 1.
49	Section 6: Terms of Reference, clause 6.4, task 2 (phase I)	Sample size of primary survey?	Consultant has to conduct a household survey of 4000 samples.
50	Section 6: Terms of Reference, clause 6.4, (phase III)	DPR: at what details - block cost or detailed.	Consultant has to prepare DPR at block cost level.
51	Section 6: Terms of Reference, clause 6.4, task 2 (phase I)	Use of transportation software?	Visum/ Cube or any other professionally recognized software recommended by industry experts.

Managing Director
Bhubaneswar-Puri Transport Services Limited

Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

No.: 24/BPTSL

Date: 21/01/2017

Reference Document: RFP No: 600/BPTSL, Dated 26th Dec, 2016

Corrigendum- 1

In accordance with the queries raised by the bidders during the pre-bid meeting held on 12th January 2017, the following corrections to the RFP No. 600/BPTSL issued dated 26th December, 2016 is being made in the form of Corrigendum – 1 to the RFP.

S. No	Reference clause no. (As per RFP document)	Original Clause	Modified Clause																																																						
1	Section 1: E. Data Sheet, clause 33 (VI): Schedule of Bidding Process	<p>The client shall endeavor to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th>S r. N o.</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Issue of Advertisement & Uploading of RFP</td> <td>27.12.2016</td> </tr> <tr> <td>2</td> <td>Last date of receiving Queries</td> <td>09.01.2017 by 5 PM</td> </tr> <tr> <td>3</td> <td>Pre-bid Meeting</td> <td>12.01.2017 at 11 AM</td> </tr> <tr> <td>4</td> <td>Reply to Pre-bid Queries</td> <td>18.01.2017</td> </tr> <tr> <td>5</td> <td>Last Date of submission of Proposals</td> <td>25.01.2017 by 3 PM</td> </tr> <tr> <td>6</td> <td>Opening of Proposals (Qualification & Technical Proposals)</td> <td>25.01.2017 by 4 PM</td> </tr> <tr> <td>7</td> <td>Technical presentation</td> <td>14.02.2017 at 10:00 AM</td> </tr> <tr> <td>8</td> <td>Opening of financial proposals</td> <td>14.02.2017 at 11:00 AM</td> </tr> </tbody> </table>	S r. N o.	Event Description	Date	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	<p>The client shall endeavor to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th>S r. N o.</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Issue of Advertisement & Uploading of RFP</td> <td>27.12.2016</td> </tr> <tr> <td>2</td> <td>Last date of receiving Queries</td> <td>09.01.2017 by 5 PM</td> </tr> <tr> <td>3</td> <td>Pre-bid Meeting</td> <td>12.01.2017 at 11 AM</td> </tr> <tr> <td>4</td> <td>Reply to Pre-bid Queries</td> <td>21.01.2017</td> </tr> <tr> <td>5</td> <td>Last Date of submission of Proposals</td> <td>05.02.2017 by 3 PM</td> </tr> <tr> <td>6</td> <td>Opening of Proposals (Qualification & Technical Proposals)</td> <td>05.02.2017 by 4 PM</td> </tr> <tr> <td>7</td> <td>Technical presentation</td> <td>18.02.2017 at 10:00 AM</td> </tr> <tr> <td>8</td> <td>Opening of financial proposals</td> <td>18.02.2017 at 04:00 PM</td> </tr> </tbody> </table>	S r. N o.	Event Description	Date	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	21.01.2017	5	Last Date of submission of Proposals	05.02.2017 by 3 PM	6	Opening of Proposals (Qualification & Technical Proposals)	05.02.2017 by 4 PM	7	Technical presentation	18.02.2017 at 10:00 AM	8	Opening of financial proposals	18.02.2017 at 04:00 PM
S r. N o.	Event Description	Date																																																							
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																																																							
S r. N o.	Event Description	Date																																																							
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	21.01.2017																																																							
5	Last Date of submission of Proposals	05.02.2017 by 3 PM																																																							
6	Opening of Proposals (Qualification & Technical Proposals)	05.02.2017 by 4 PM																																																							
7	Technical presentation	18.02.2017 at 10:00 AM																																																							
8	Opening of financial proposals	18.02.2017 at 04:00 PM																																																							

S. No	Reference clause no. (As per RFP document)	Original Clause		Modified Clause	
		8	Validity of Proposal	180 days from the last date of submission of proposal (i.e. 24.07.2017)	8 Validity of Proposal 180 days from the last date of submission of proposal (i.e. 04.08.2017)
2	Section 6: TOR, Clause 6.5 (Team Composition)	<p>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.</p> <p>Position 1: Project Director -cum-Team Lead:</p> <p>Minimum Qualification: B.E/ B. Tech in Civil, preferably with MBA/PGDM</p> <p>Minimum Experience: 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.</p> <p>Position 2: Senior Transport Planner:</p>		<p>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.</p> <p>Position 1: Project Director -cum-Team Lead:</p> <p>Minimum Qualification: B.E/ B. Tech, preferably with MBA/PGDM.</p> <p>Minimum Experience: <i>The Project Director shall have a minimum of 20 years of experience in the public transportation domain. The ideal candidate should have advisory experience on both government and private side transactions in India and/or abroad. He/she should have led projects entailing Public Transportation, project structuring and project conceptualization.</i></p> <p>Position 2: Senior Transport Planner: RFP conditions prevail.</p>	

S. No	Reference clause no. (As per RFP document)	Original Clause	Modified Clause
		<p>Position 3: Bus Operations Expert:</p> <p>Minimum Qualification: B.E/B.Tech in Civil/ Mechanical Engineering.</p> <p>Minimum Experience: 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.</p> <p>Position 4: Environmental and Social Impact Assessment Expert:</p> <p>Minimum Qualification: Masters in Environmental Science/ Sociology/Geography or other relevant field.</p> <p>Minimum Experience: 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)</p> <p>Position 5: Engineering Lead:</p> <p>Minimum Qualification: M.E/M.Tech in Civil</p> <p>Minimum Experience: Should have overall experience of 10 years out of which 7 years in developing Transit Infrastructure.</p>	<p>Position 3: Bus Operations Expert:</p> <p>Minimum Qualification: B.E/B. Tech in Civil/ Mechanical Engineering.</p> <p>Minimum Experience: <i>Should have 10 years of minimum experience in bus operation management, crew scheduling, driver training, fleet scheduling, route planning.</i></p> <p>Position 4: Environmental and Social Impact Assessment Expert:</p> <p>RFP conditions prevail.</p> <p>Position 5: Engineering Lead:</p> <p>RFP conditions prevail.</p> <p><i>In addition to the above mentioned five (5) positions, the consultant has to provide following experts for this</i></p>

S. No	Reference clause no. (As per RFP document)	Original Clause	Modified Clause
			<p><i>project.</i></p> <p>Position 6: PPP and Finance Expert:</p> <p>Minimum Qualification: B.E./B. Tech (Civil) and MBA/PGDM in Finance</p> <p>Minimum Experience: Should have minimum 8 years of experience in PPP option assessment, transaction structuring, risk analysis, procurement plan in Transport Sector.</p> <p>Position 7: Transport Economist:</p> <p>Minimum Qualification: M.Tech/ Master of Planning in Transportation and Graduate/ Post-Graduate in Economics</p> <p>Minimum Experience: Should have minimum 6 years of experience in bus transport planning, conducting market survey analysis, traffic assessment, demand projection, socio-economic assessment, economic and financial assessment.</p> <p>The CVs of these experts shall be evaluated only for satisfying the minimum criteria requirements and no marks shall be allotted for the purpose of technical evaluation. The bids of such bidders who do not propose the CVs of these experts or the proposed experts do not qualify as per the minimum requirements, shall not be evaluated further.</p>
3	Section 1: A.	Average annual turnover of the Bidder in	Average annual turnover of the Bidder in

S. No	Reference clause no. (As per RFP document)	Original Clause	Modified Clause																						
	General Provisions: clause 6.6	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.	the last three financial years (i.e., 2013-2014, 2014-2015 and 2015-2016) shall be at least INR 15 Crores . A Certificate from a Chartered Account shall be furnished as per the format provided in the Annexure.																						
4	Section 1: E. Data Sheet, clause 35 (IV) (B): Technical Proposal	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <table border="1" data-bbox="459 726 987 1869"> <thead> <tr> <th data-bbox="459 726 529 831">Sl. No</th> <th data-bbox="529 726 899 831">Parameter</th> <th data-bbox="899 726 987 831">Max. Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 831 529 930">I.</td> <td data-bbox="529 831 899 930">PROOF OF EXPERIENCE IN THE LAST 5 YEARS</td> <td data-bbox="899 831 987 930">20</td> </tr> <tr> <td data-bbox="459 930 529 1738">A.</td> <td data-bbox="529 930 899 1738">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</td> <td data-bbox="899 930 987 1738" rowspan="2">12</td> </tr> <tr> <td data-bbox="459 1738 529 1869"></td> <td data-bbox="529 1738 899 1869">For experience in between 100 to 200 buses- 4 marks For experience of up to</td> </tr> </tbody> </table>	Sl. No	Parameter	Max. Marks	I.	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	20	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	12		For experience in between 100 to 200 buses- 4 marks For experience of up to	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <table border="1" data-bbox="1019 726 1531 1869"> <thead> <tr> <th data-bbox="1019 726 1089 831">Sl. No</th> <th data-bbox="1089 726 1430 831">Parameter</th> <th data-bbox="1430 726 1531 831">Max. Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="1019 831 1089 930">I.</td> <td data-bbox="1089 831 1430 930">PROOF OF EXPERIENCE IN THE LAST 5 YEARS</td> <td data-bbox="1430 831 1531 930">20</td> </tr> <tr> <td data-bbox="1019 930 1089 1703">A.</td> <td data-bbox="1089 930 1430 1703">Bidder must have prior experience in at least two kinds of exercise, from following: <ol style="list-style-type: none"> 1. Route Planning 2. Route Rationalization 3. Transport Modelling 4. Demand Assessment studies 5. DPR preparation, including financial analysis. for city bus service operations for State transport undertakings/transport authorities in India, covering not less than 100 buses in the last 5 years</td> <td data-bbox="1430 930 1531 1703" rowspan="2">12</td> </tr> <tr> <td data-bbox="1019 1703 1089 1869"></td> <td data-bbox="1089 1703 1430 1869">For experience in between 100 to 200 buses- 4 marks For experience of up to 200 buses and up to</td> </tr> </tbody> </table>	Sl. No	Parameter	Max. Marks	I.	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	20	A.	Bidder must have prior experience in at least two kinds of exercise, from following: <ol style="list-style-type: none"> 1. Route Planning 2. Route Rationalization 3. Transport Modelling 4. Demand Assessment studies 5. DPR preparation, including financial analysis. for city bus service operations for State transport undertakings/transport authorities in India, covering not less than 100 buses in the last 5 years	12		For experience in between 100 to 200 buses- 4 marks For experience of up to 200 buses and up to
Sl. No	Parameter	Max. Marks																							
I.	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	20																							
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	12																							
	For experience in between 100 to 200 buses- 4 marks For experience of up to																								
Sl. No	Parameter	Max. Marks																							
I.	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	20																							
A.	Bidder must have prior experience in at least two kinds of exercise, from following: <ol style="list-style-type: none"> 1. Route Planning 2. Route Rationalization 3. Transport Modelling 4. Demand Assessment studies 5. DPR preparation, including financial analysis. for city bus service operations for State transport undertakings/transport authorities in India, covering not less than 100 buses in the last 5 years	12																							
	For experience in between 100 to 200 buses- 4 marks For experience of up to 200 buses and up to																								

S. No	Reference clause no. (As per RFP document)	Original Clause		Modified Clause	
			200 buses and up to 500 buses – 8 marks For experience of more than 500 buses – 12 marks		500 buses – 8 marks For experience of more than 500 buses – 12 marks
		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 Bidder must have prior experience in Preparation of Policy documents/ policy recommendations/ policy briefing paper in improving transport sector for State Transport undertaking/ transport authorities in India. 8 (2 marks for each project)
		2	SUITABILITY FOR THIS SPECIFIC PROJECT: TEAM COMPOSITION	60	2 SUITABILITY FOR THIS SPECIFIC PROJECT: TEAM COMPOSITION 60
			Project Director cum team leader	12	RFP conditions prevail.
			Senior Transport Planner	12	
			Bus Operations Expert	12	
			Environmental and Social Impact Assessment Expert	12	
			Engineering Lead	12	
			APPROACH & METHODOLOGY	20	3 APPROACH & METHODOLOGY 20
			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	RFP conditions prevail.
			TOTAL	100	TOTAL 100
5	Section 1: B. Preparation of Proposals: clause 14 (l) sub-contracting	The Consultant shall not sub-contract any part or whole of the Services.		The consultant shall not sub-contract whole of the services. 30% of the total project cost shall be allowed for sub-contracting.	

S. No	Reference clause no. (As per RFP document)	Original Clause	Modified Clause
6	Section 1: C. Submission, Opening and Evaluation: Clause 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.	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 from any Scheduled Commercial bank in India , issued in favour of the Client in the format appended to the Contract.
7	Section 3: Form Fin 1	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 is for the amount of {Indicate the Total Cost of the Financial Proposal} {Insert amount(s) in words and figures} (excluding 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.

Request for Proposal for Selection of Project Consultant (PC) for Bhubaneswar City Bus Modernization Plan

No.: 24/BPTSL

Date: 21/01/2017

Reference Document: RFP No: 600/BPTSL, Dated 26th Dec, 2016

Addendum- 1

In accordance with the queries raised by the bidders during the pre-bid meeting held on 12th January 2017, the following corrections to the RFP No. 600/BPTSL issued dated 26th December, 2016 is being made in the form of Addendum – 1 to the Section 7 of the RFP.

Annex 12

Form of Performance Security

[On Appropriate Stamp Paper]

Bank Guarantee No. [●]

THIS DEED OF GUARANTEE is executed on this [*insert date*] day of [*insert month and year*] at [*insert place*] by [*insert name of bank*] with its head/registered office at [*insert address*], (hereinafter referred to as the **Guarantor**, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

BHUBANESWAR PURI TRANSPORT SERVICES LIMITED, a company incorporated under the (Indian) Companies Act, 1956, with its registered office at [●] (hereinafter referred to as **BPTSL**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

- (A) BPTSL has entered into a contract for providing consultancy services dated [*insert date*] (the **Contract**) with [*insert name of Consultant*], a company/firm [incorporated/registered] under the [*insert name of the relevant statute under which the Consultant has been incorporated or registered, as the case may be*], [with its [registered/principal] office at [●]] (hereinafter referred to as the **Consultant**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- (B) In terms of the Contract, the Consultant has agreed to provide the Services for preparation of City Bus Modernization plan for Bhubaneswar, which involve the use of technology, information and data to improve infrastructure and services within the city of 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**).

- (C) In terms of the letter of award (the **LOA**) dated [*insert date*] issued by Client to the Consultant and Clause 23 of the Contract, the Consultant is required to furnish to BPTSL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [●] [*Insert amount equivalent to 10% of the Total Value of Contract*] (the **Guaranteed Amount**) as security for the due and punctual performance or discharge of the Consultant's obligations and liabilities under the Contract.
- (D) At the request of the Consultant and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Consultant of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to BPTSL the payment in full of all amounts at any time that may be due, owing or payable to BPTSL from the Consultant for the failure of the Consultant to duly and punctually perform all of its obligations under the Contract during the term (**Guarantee**), without any demur, reservation, protest or recourse, immediately on receipt of a demand from BPTSL.

The Guarantee is given on consideration received from the Consultant (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by BPTSL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that BPTSL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by BPTSL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the

Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Consultant or any change in ownership of the Consultant or any purported assignment by the Consultant or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that BPTSL shall first attempt to procure the Guaranteed Amount from the Consultant or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, BPTSL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor 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 Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or BPTSL:

- (a) any time or waiver granted to, or composition with, the Consultant or any other Person;
- (b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Consultant or any other Person;
- (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
- (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each 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 was no unenforceability, illegality or invalidity;
- (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Consultant's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
- (f) any part performance of the Contract by the Consultant or by any failure by BPTSL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that for any reason the Consultant enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever,

the performance or payment by the Consultant of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to BPTSL on demand.

7. So long as any amount is due from the Consultant to BPTSL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Consultant, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Consultant or any such other Person in competition with BPTSL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for BPTSL.
8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond completion period.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from BPTSL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to BPTSL that:
 - (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

- (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bhubaneswar at [●].
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of BPTSL in exercising any right, power or privilege hereunder and no course of dealing between BPTSL and the Guarantor, or the Consultant, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
 11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which BPTSL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of BPTSL to any other or further action in any circumstances without notice or demand.
 12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with BPTSL to replace the invalid, illegal or unenforceable provision.
 13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
 14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and BPTSL shall constitute a single binding agreement.
 15. BPTSL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
 16. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon BPTSL, at BMC Campus, Vivekananda Marg, Near Kalpana Square, Bhubaneswar-7510014; and
 - (b) upon the Guarantor, at [*insert address*].
 17. Any demand, notice or communication would have been deemed to have been duly served:
 - (a) if delivered by hand, when left at the proper address of services; and
 - (b) if given or made by pre-paid registered post or facsimile, when received.
 18. Either party may change the above address by prior written notice to the other party.

19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Odisha.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [*insert name of Bank*] Bank, by [*insert name of branch*] Branch by hand

Of [*insert name of signatory*]

It's [*insert designation*] and duly authorized representative

Authorized by [Power of Attorney dated [*insert date*]] OR [Board resolution dated [*insert date*]].

Managing Director

Bhubaneswar-Puri Transport Services Limited