

# REQUEST FOR PROPOSAL

**RFP No.: 13191/BDA**

**Date: 26.05.2017**

**Name of Assignment: RFP for Selection of Consultants for  
Market Assessment and Best Option  
Study for Bhubaneswar Town Centre  
Project**



**Bhubaneswar Development Authority**

**Akash Shova Building, Sachivalaya Marg**

**Bhubaneswar – 751001**

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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 responsibility

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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 expenses will remain with the Bidder and the Client shall not be liable in any

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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 Development Authority (BDA), 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.
- (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 such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.



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- (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, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-

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operative society, Government Company or any other legal entity.

- (w) “Personnel” means, collectively all Experts, 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 deliverables of the project.

**2. Introduction**      2.1 Bhubaneswar is the capital city of the state of Odisha. The modern city was designed by the

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German architect Otto Königsberger in 1946. The city's Railway Station is located near Master Canteen Chowk which is a historic town square (road junction).

Bhubaneswar Development Authority has decided to develop and revitalize the 12 Acres site in Master Canteen Area including Railway Station and adjoining City Bus Stand under the "Bhubaneswar Town Centre Project". Strategically located, the site is uniquely positioned to take advantage of multi-modal public transit modes.

The Bhubaneswar Town Centre Project shall be the city's first planned Transit Oriented Development (TOD) initiative, also envisioned to be the first smart building in Bhubaneswar. As part of the Bhubaneswar Smart City Proposal (SCP), the city's Area Based Development vision is also centered around the BTC project site.

In December 2016, the Government of Odisha advised Bhubaneswar Development Authority (BDA) to create a Special Purpose Vehicle (SPV) for the implementation of 'the Bhubaneswar Town Centre Project'. Accordingly, Bhubaneswar Town Centre Limited (BTCL), a 100% subsidiary of BDA, is in the process of being registered under Companies Act 1956 to carry on business of facility management and to provide all types of technical, managerial, and other maintenance services for any project or sub-project like Civil, Mechanical, Electrical, Plumbing, Sanitation, Water Supply, Carpentry, Security, Housekeeping, Human Resources, Accounting or any other assignment entrusted by "Bhubaneswar Town Centre Project".

As an initial step for the successful implementation of the project, BDA intends to select a Consultant in accordance with the method of selection specified in the Data Sheet to

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undertake Market Assessment and best option study for “Bhubaneswar Town Centre Project”, as described in greater detail in the Terms of Reference given in Appendix 6.

- 2.2 The Contract 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.
- 2.3 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.
- 2.4 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. 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

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the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined 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.

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Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give 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 The Consultant shall not be selected for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

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**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  
Fraudulent  
Practices**

5.1 The Bidder (including its officers, employees, 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:

- (i). A company incorporated as per Indian Companies Act 1956/2013 or an equivalent law outside India (Copy of Memorandum and Article of the association of the Proposer should be submitted)
- (ii). A Government/Semi Government agency
- (iii). A Partnership firm registered in India under the Partnership Act or or in any other jurisdiction (Copy of Partnership Deed should be submitted)

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(iv). A registered proprietary firm.

- 6.2 If a company/firm does not meet the Eligibility Criteria individually, then such company/firm shall not be entitled to form a consortium. If any company/firm forms a consortium with another company/firm to submit a Proposal, then the Proposal submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified. However, 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.
- 6.3 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.
- 6.4 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
- 6.5 Average annual turnover of the Bidder in the last three financial years (i.e.,2014-15, 2015-16 and 2016-17) shall be at least INR 25 Crores. A Certificate from a Chartered Account shall be furnished as per the format provided in the Appendix.
- 6.6 The bidder should have the experience of working in at-least one project of similar nature (market assessment/ feasibility study/ best option study/implementation strategy) in the real estate sector for central/state government or any



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government department/agency or Public sector units (PSU) during the last 03 (three) years.

6.7 Furthermore, it is the Bidder's responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements specified in the RFP.

**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;
- (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 Bhubaneswar Town Center Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from 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.

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**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, 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.

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- 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.

## **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.

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- 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 Validity**
- (a) Each Proposal must remain valid for the period 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

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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 purpose, the Consultant shall constitute a team with the minimum qualification and experience, as specified Clause 6.4 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

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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 Consultants for Market Assessment and Best Option Study for Bhubaneswar Town Centre Project " 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:

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- (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.
  - (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) Details of the Bidder in form set out at Appendix 2;
  - (iii) The bid document processing fee in the form of a demand draft drawn in favour of the Client;

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- (iv) 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 3;
  - (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
  - (vi) Certificate from statutory auditor regarding the annual turnover of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
  - (vii) Technical qualification of the Bidder in the format set out in Appendix 6 along with supporting certificates from clients;
  - (viii) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 7;
  - (ix) Copy of service tax registration in India; and
  - (x) 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 in the format set out in Form TECH-4;



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- (v) Curriculum vitae of team member in the format set out in Form TECH-5

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**

Taxes

- (a) The Financial Proposal submitted, by the Bidder, is set out in Form FIN-1

- (b) 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.

Currency of Proposal

- (c) The Bidder shall submit its Financial Proposal in Indian Rupees.

Currency of Payment

- (d) 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

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the Performance Security in accordance with Clause 23.

**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**

- (a) All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents and processing fees as follows:

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**Processing Fees**

- a. Bid document and processing fee shall be paid through demand draft drawn in favour of the Client.
- b. The bid document and 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.

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(d) The signed Proposal shall be marked “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 CONSULTANTS FOR MARKET ASSESSMENT AND BEST OPTION STUDY FOR BHUBANESWAR TOWN CENTRE PROJECT – 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 CONSULTANTS FOR MARKET ASSESSMENT AND BEST OPTION STUDY FOR BHUBANESWAR TOWN CENTRE PROJECT – 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 CONSULTANTS FOR MARKET ASSESSMENT AND BEST OPTION STUDY FOR BHUBANESWAR TOWN CENTRE PROJECT – FINANCIAL PROPOSAL

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

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DO NOT OPEN BEFORE COMPLETION OF 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 CONSULTANTS FOR MARKET ASSESSMENT AND BEST OPTION STUDY FOR BHUBANESWAR TOWN CENTRE PROJECT – 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.
- 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.

The Qualification Documents shall be considered responsive only if:

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- (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 rejected.

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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 break-down by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in



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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**

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**

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 technically qualified Bidders will then be ranked on the basis

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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 foreseeable by the first/highest ranking Bidder, including but not limited to death or medical incapacity. In such

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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 negotiations.

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**32. Award of Contract**

- (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 23;
  - (iv) 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 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

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deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

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## E. Data Sheet

### ITC Clause Reference

2.1 **Name of the Client:** Bhubaneswar Development Authority  
**Method of selection:** Quality and Cost Based Selection  
80:20 (Technical: Financial)

2.4 (b) **Minimum qualifying technical score:** 50

2.4 (c) **Please refer clause 30 of Data Sheet.**

2.4 (e) **A pre-bid meeting will be held:** Yes

Date of pre-bid meeting: 5<sup>th</sup> June 2017, Time: 3:00 P.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: [btc.bbsr@gmail.com](mailto:btc.bbsr@gmail.com)

Contact person: Ms. Tandra Mondal

2.4 (h) **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	27.05.2017
2	Last date of receiving Queries	03.06.2017 by 5 PM
3	Pre-bid Meeting	05.06.2017 at 3 PM
4	Reply to Pre-bid Queries	12.06.2017
5	Last Date of submission of Proposals	30.06.2017 by 3 PM
6	Opening of Proposals (Qualification & Technical Proposals)	30.06.2017 by 4 PM

7	Technical presentation	10.07.2017 at 10:00 AM
8	Opening of financial proposals	14.07.2017 at 11:00 AM
8	Validity of Proposal	120 days from the last date of submission of proposal (i.e. 28.10.2017)

### **B. Preparation of Proposals**

**11** This RFP has been issued in the English language.

Proposals shall be submitted in English Language.

All correspondence exchange shall be in English Language.

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.

**14 (a)** **Proposals must remain valid for** 120 (One Hundred and Twenty) calendar days after the Proposal Due Date (i.e., until: 28<sup>th</sup> October 2017).

**14 (k)** During the term 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.

If the Consultant proposes to change more than 1 team member during the contract period, a penalty of 10% of the professional fee quoted for the Assignment shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader during the contract period, then the penalty shall be 15% of the professional fee quoted for the Assignment.

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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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**15 Clarifications may be requested no later than 1 day prior to the pre-bid meeting date i.e. by 5 PM on 3<sup>rd</sup> June 2017.**

The contact information for requesting clarifications is:  
Additional Commissioner cum Member(Enforcement),  
Bhubaneswar Development Authority(BDA),  
Akash Shova Building, Sachivalay Marg,  
Bhubaneswar -751001  
Telephone: Ph.: 0674-2435655/2436655  
Fax: 0674 – 2436655  
E-mail: [btc.bbsr@gmail.com](mailto:btc.bbsr@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.

**17 (b) Amount payable by the Client to the Consultant under the contract to be subject to local taxation: **Yes****

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.

**18 (a) An EMD of INR 1,00,000 (Indian Rupees One Lakh only) in the form of a demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the Bhubaneswar Development Authority 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 150 (one hundred fifty) 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.

**20 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 Development Authority and payable at Bhubaneswar.**



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

**21 The Consultant must submit the following number of copies of the Proposal:**

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

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

**Date: 30<sup>th</sup> June 2017**

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

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

Bhubaneswar Development Authority  
Akash Shova Building, Sachivalaya Marg,  
Bhubaneswar, Odisha (INDIA)  
Pin -751001

**24 (b) The opening of the Proposals shall start at:**

Bhubaneswar Development Authority  
Akash Shova Building, Sachivalaya Marg,  
Bhubaneswar, Odisha (INDIA)  
Pin -751001

**Date: 30<sup>th</sup> June 2017**

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

**26 Eligibility Criteria**

**(i) Financial Eligibility:**

The Bidder should have a minimum average annual turnover from consultancy services of INR 25 Crores (Indian Rupees One Two Hundred Fifty Crores only) in the last three financial years 2014-15, 2015-16 and 2016-17(ending 31 March 2017)

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If the annual accounts for the Financial Year 2016-17 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 2016-17 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 the experience of working in at-least one project of similar nature (market assessment/ feasibility study/ best option study/implementation strategy) in the real estate sector for central/state government or any government department/agency or Public sector units (PSU) during the last 03 (three) years.

**(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:

**Technical Proposal (Envelop B)**

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

Sl. No	Parameter	Total Marks
I.	<b>FINANCIAL CAPACITY OF BIDDER</b>	<b>10</b>
	Bidder’s Average Annual Turnover for the last three Financial Years (ending 31 March 2017) has to be at least INR 25 Crores	10
	<ul style="list-style-type: none"> <li>• For 25– 50 crores – 2.5 marks</li> <li>• For 50 – 75 crores – 5 marks</li> <li>• For 75 – 100 crores – 7.5 marks</li> <li>• Above 100 crores – 10 marks</li> </ul>	
II	<b>PROOF OF EXPERIENCE IN THE LAST 3 YEARS</b>	<b>20</b>
	The bidder should have the experience of working in at-least one project of similar nature (market assessment/ feasibility study/ best option study/implementation strategy) in the real estate sector for central/state government or any government department/agency or Public sector	20

	units (PSU) during the last 03 (three) years.	
	<ul style="list-style-type: none"> <li>• For experience in 1 project – 5 marks</li> <li>• For experience in 2 project – 10 marks</li> <li>• For experience in 3 project – 15 marks</li> <li>• For experience in 4 project – 20 marks</li> </ul>	
III	<b>SUITABILITY FOR THIS SPECIFIC PROJECT: TEAM COMPOSITION</b>	<b>30</b>
	Project Director	10
	Real Estate expert	5
	Finance Expert	5
	Market Research Expert	5
	Urban Planning Expert	5
IV	<b>PRESENTATION</b>	<b>40</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	40
	<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**

- a) Minimum qualifications (Fulfilling minimum education and training criteria mentioned in the ToR): 20%
- b) Minimum Experience (Fulfilling Minimum Years' of Experience Criteria as mentioned in the ToR): 30%
- c) Relevant Project Experience (0.5 Marks to be awarded for each relevant project experience as specified in ToR with maximum up to 50% of total Mark to be awarded): 50%

Total weight: 100%

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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 50

**29  
(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 x 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 the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = St \times T\% + Sf \times P\%$ .

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

**30 Expected date and address for contract negotiations:**

To be intimated later.

**32 (b) 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.bdabbsr.in](http://www.bdabbsr.in)**

**32 (c) Expected date for the commencement of the Services:**

**Date:** August 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 Development Authority  
Akash Shova Building, Sachivalaya Marg,  
Bhubaneswar, Odisha (INDIA)  
Pin: 751001**

**Ref: RFP for Selection of Consultant for Market Assessment and best option study for Bhubaneswar Town Center Project**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Market Assessment and best option study for Bhubaneswar Town Center Project, Bhubaneswar to be implemented 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 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 Town Centre 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.
  - (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 33(c) of the Data Sheet.



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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: 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 Clients:
  - (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 3: FORMAT OF THE EMD

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

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

**Dated:**

1. In consideration of you, Bhubaneswar Development Authority (referred to as **BDA**, 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 Consultant of Market Assessment and best option study for Bhubaneswar Town Centre Project (the **BTC Project**), 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 BDA 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 BDA is disputed by the Bidder or not, merely on the first demand from BDA stating that the amount claimed is due to BDA by reason of failure of

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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.

- 5. We, the Bank, further agree that BDA 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

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Documents including, those events listed at clause 3 above. The decision of BDA that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BDA 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, BDA 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 BDA):
  - (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 BDA 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 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 BDA to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BDA 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 BDA 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 BDA serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before ..... (indicate date corresponding to the EMD validity period, i.e. 150 days from the Proposal Due Date).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

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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 4: 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 Consultant of Market Assessment and best option study for Bhubaneswar Town Centre Project, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BDA, representing us in all matters before BDA, if selected, undertaking negotiations with BDA prior to the execution of the Contract and generally dealing with BDA 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.*

**APPENDIX 5: 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 2014-15, 2015-16 and 2016-17 is as follows:

S. No.	Financial Year	Annual Turnover (INR crore) (from Consultancy Services)
1	Financial Year 2014-15	
2	Financial Year 2015-16	
3	Financial Year 2016-17	

Name of the audit firm:  
Seal of the audit firm:

Signature:  
Name:  
Membership Number:  
Designation:  
Date:

**Note:**

- *Along with the Statutory Auditor Certificate, 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.*
  
- *If the annual accounts for the Financial Year 2016-17 are not audited, the Bidder shall provide the provisional annual accounts for such*

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*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 signing of Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2016-17 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.*

**APPENDIX 6: TECHNICAL QUALIFICATION**

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

Name: *[insert full name]*

*[Identify Eligible Assignments undertaken by the Bidder over the past 3 (three) 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>Duration</b>	<b>Eligible Assignment name &amp; brief description of main deliverables/output</b>	<b>Name of Client &amp; Country of Eligible Assignment</b>	<b>Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Assignment</b>	<b>Role of Bidder in Eligible Assignment</b>	<b>Certificate from the client provided</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Preparation of feasibility study for.....}	{e.g., Ministry of ....., country}	{e.g. INR 01 Cr.}		Yes/No  a. Work order b. Copy of completion certificate; [Issued by Competent Authority] or Self certification signed by

Duration	Eligible Assignment name & brief description of main deliverables/output	Name of Client & Country of Eligible Assignment	Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Assignment	Role of Bidder in Eligible Assignment	Certificate from the client provided
					authorised signatory 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.
- **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 7: 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, and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for Selection of Consultant of Market Assessment and best option study for Bhubaneswar Town Centre 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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## **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 Experts 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>D-1</b>	Deliverable 1						
<b>A-1</b>	(e.g. Activity #1)						
	Mobilization & establishment of Project Office						
	Submission & acceptance of Inception Report						
<b>A-2</b>	{e.g.,Module 1 Activity #2:.....}						
	As- Is (Situation Analysis) Report						
<b>A-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-5**  
**(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}

**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:**

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

**Adequacy for the Assignment:**

Role/Position in 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 Development Authority  
Akash Shova Building, Sachivalaya Marg,  
Bhubaneswar, Odisha (INDIA)  
Pin: 751001**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Market Assessment and best option study for Bhubaneswar Town Center Project, Bhubaneswar to be implemented 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} (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.

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 LOA or has dealt with matters concerning the Contract or arising therefrom,

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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 is the capital city of the state of Odisha. The modern city was designed by the German architect Otto Königsberger in 1946. The city's Railway Station is located near Master Canteen Chowk which is a historic town square (road junction).

Bhubaneswar Development Authority has decided to develop and revitalize the 12 Acres site in Master Canteen Area including Railway Station and adjoining City Bus Stand under the "Bhubaneswar Town Centre Project". Strategically located, the site is uniquely positioned to take advantage of multi-modal public transit modes.

The Bhubaneswar Town Centre Project shall be the city's first planned Transit Oriented Development (TOD) initiative, also envisioned to be the first smart building in Bhubaneswar. As part of the Bhubaneswar Smart City Proposal (SCP), the city's Area Based Development vision is also centered around the BTC project site.

In December 2016, the Government of Odisha advised Bhubaneswar Development Authority (BDA) to create a Special Purpose Vehicle (SPV) for the implementation of 'the Bhubaneswar Town Centre Project'. Accordingly, Bhubaneswar Town Centre Limited (BTCL), a 100% subsidiary of BDA, is in the process of being registered under Companies Act 1956:

- i. To carry on business of facility management and to provide all types of technical, managerial, and other maintenance services for any project or sub-project like Civil, Mechanical, Electrical, Plumbing, Sanitation, Water Supply, Carpentry, Security, Housekeeping, Human Resources, Accounting or any other assignment entrusted by "Bhubaneswar Town Centre Project".
- ii. To carry on the business/ profession of consultants / suppliers / providers of all types of man power such as contractual, skilled / unskilled, trained labor / staff / managerial personnel etc.
- iii. To collect user charges as determined by the Board of the SPV.

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**6.2. Objective of the Assignment: - The objective of the assignment is to undertake Market Assessment, formulate Real Estate Development Strategy and suggest the best option for Bhubaneswar Town Centre Project, conduct financial feasibility based on the finalized detailed design and suggest implementation strategy for the project.**

**6.3. General Scope of Services:**

The scope of service for the selected consultant shall involve two phases. While the phase I will involve market assessment and best option study, the phase II of assignment will involve financial feasibility analysis as well as implementation strategy for the project.

Please note that Bhubaneswar Development Authority is in the process of selecting a design consultant for the Bhubaneswar Town Centre Project. It is envisaged that the market assessment and best option study undertaken under this RFP shall be an input to the selected design consultant. Similarly, the selected consultant needs to undertake the financial feasibility analysis and implementation strategy taking into account the inputs from the selected design consultant.

**Phase I: Market Assessment and Best Option Study:**

This phase will involve market assessment, best option study and Real Estate Development Strategy including:

- i. Introduction on growth dynamics around the subject site and its regional context, including demographic assessments;
- ii. Connectivity and Linkages in the study region;
- iii. Subject-site specific SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis for the proposed development
  - a. Site analysis and SWOT, and
  - b. Review of development control rules and master plan provisions, relevant to development at the subject site;

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- iv. Important present and upcoming developments and events those are likely to impact demand for commercial, retail, hospitality, residential and leisure & entertainment development;
  - v. Present real estate trends and pricing for commercial, retail, hospitality, residential and leisure & entertainment sectors including their occupancy and absorption rates;
  - vi. Demand and supply scenario for the above mentioned real estate sectors in close proximity to the subject site, based on:
    - a. Catchment area analyses
    - b. Projected population growth for area
    - c. Primary surveys of select property brokers, real estate agents, development authority, urban local body, and local planning offices, among others, wherever required
    - d. Comprehensive mapping of commercial, retail, hospitality, residential and leisure & entertainment real estate supply, both existing and in the pipeline;
  - vii. Derivation of various product-mix scenarios for commercial, retail, hospitality, residential and leisure & entertainment development;
  - viii. Development Strategy of the hospitality sector including built-up area and tentative configuration;
  - ix. Retail Development Strategy including built-up area, positioning and configurations;
  - x. Commercial/ Office space development strategy including built-up area, positioning and configurations;
  - xi. Preparation of the Schematic Conceptual Plan of the proposed retail and commercial development, which shall be an input to the Design Consultant for preparing the Detailed DPR of the project. The Schematic Conceptual Plan will include the broad floor-level plans of the proposed building;
  - xii. For the Hospitality Component, if proposed, only block level plan is required, which will be a part of Site Plan. (This is to be noted that Preparation of Schematic and Detailed Plans for Hospitality component can only be commenced on the selection of Hotel Operator);

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- xiii. Undertake financial viability assessment of the various scenarios to ascertain the most financially viable product mix:
    - a. Area statements
    - b. Absorption rates for each product mix component
    - c. Return on Investment, Net Present Value, Internal Rate of Return, including risk and sensitivity analyses.
  - xiv. Achievable pricing for different product-mix components;
  - xv. Recommendations on the best use option.

### **Phase 2: Financial Feasibility Analysis and Implementation Strategy**

- i. Preparation of Financial Feasibility for the project based on the best option selected and considering the inputs from Design Consultant
  - a. Estimation of Revenue based on absorption rates and pricing
  - b. Estimation capital expenditure and other expenditures
  - c. Phasing of investment based on prioritization of phased elements in the project.
  - d. Analysis of Financial Feasibility and determine various financial indicators such as IRR, NPV for the project
  - e. Sensitivity Analysis by identifying the most critical factors for the project.
- ii. Implementation strategy
  - a. PPP Suitability analysis for the Project
  - b. Study of various PPP Options and suggest the best option
  - c. Project Structuring in suggested PPP Mode
  - d. Listing down of all approvals and clearances required
  - e. Fund Raising Plan
  - f. Risk Analysis and Countermeasure

### **6.4. 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 experts stated below. The CVs of only the experts as detailed out below will be evaluated and should meet all the minimum criteria, without which the bid will not be considered for further evaluation.

The team will comprise of the following experts who will provide services /inputs to the assignment as shown in TABLE A below:

**TABLE - "A"**

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
1	Project Director-cum-Client Engagement Manager	B.E/ B.Tech in Civil, with MBA/PGDM in Finance	The Project Director should have a minimum of 20 years of experience. The ideal candidate should have experience of advising the Government of Odisha or any of its designated agencies on real estate projects.
2	Real Estate Expert	Master's Degree in Planning /	The Real Estate Expert should have a minimum of 12 years of experience. The candidate should have experience of advising the government of Odisha or any of its designated agencies on real estate projects
3	Finance Expert	MBA(Finance) /CA	The Finance Expert should have overall experience of 12 years. The candidate should have experience of advising the government of Odisha or any of its designated agencies on real estate projects.
4	Market Research Expert	Master of Planning	The Market Research Expert should have a minimum of 8 years of experience. The candidate should have

			experience of Real Estate advisory work in the state of Odisha.
5	Urban Planning Expert	B.Arch, Masters in Urban Planning	The Urban Planning Expert should have overall experience of 10 years. The candidate should have experience of delivering Real Estate projects in the state of Odisha in the last 5 years .

### 6.5. Reporting Requirements, Time Schedule and Deliverables

The activity wise reporting requirements and deliverables for the assignment shall be as follows:

<b>S No.</b>	<b>Activity Details</b>	<b>Deliverables</b>	<b>Time period (T<sub>0</sub> date of signing of Contract and T<sub>1</sub> date of draft report submission by Design Consultant )</b>	<b>Payment Share</b>
<b>1.</b>	<b>Activity 1:</b> Assignment Kickoff meeting, submission and acceptance of Inception Report by the Client	<b>Inception Report</b>	<b>T<sub>0</sub>+10 days</b>	<b>10%</b>
<b>2.</b>	<b>Activity 2:</b> Conduct a detailed market assessment study	<b>Draft Market Assessment and Best</b>	<b>T<sub>0</sub>+ 45 days</b>	<b>20%</b>



	including site specific study, Undertake study to derive the best option in retail, commercial, hospitality and residential development; Derive best product mix and their development strategy including their financial viability	<b>Option Study Report</b>		
<b>3.</b>	<b>Activity 3:</b> Submission of Final report incorporating client's suggestion	<b>Final Market Assessment &amp; Best Option Study Report</b>	<b>T<sub>0</sub>+ 60 days</b>	<b>20%</b>
<b>4.</b>	<b>Activity 4:</b> Undertake Financial feasibility analysis based on input from Design Consultant; Suggest the implementation strategy for the Project	<b>Draft Financial Feasibility Analysis and Implementation Strategy Report</b>	<b>T<sub>1</sub>+45 days</b>	<b>25%</b>
<b>5.</b>	<b>Activity 5:</b> Submission of Final report incorporating client's suggestion	<b>Final Financial Feasibility Analysis and Implementation Strategy Report</b>	<b>T<sub>1</sub>+60 days</b>	<b>25%</b>

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

- (a) Professional and 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:

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- Arrange for data collection, survey and investigation, report preparation of reports for projects modules
  - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.