

REQUEST FOR PROPOSAL

RFP No.: 17938/BDA

Date: 26.07.2017

Project Name: Bhubaneswar Development
Authority -Developing Inter State
Bus Terminal (ISBT) at
Baramunda

Name of Assignment: RFP for Selection of
Architectural/Urban Design
Consultant for Developing Inter
State Bus Terminal (ISBT) at
Baramunda

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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 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 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.

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) “BDA” means Bhubaneswar Development Authority.
- (d) “Bidder” means any person that submits a Proposal pursuant to this RFP. The Bidder may be a single company/corporations/proprietorship firms/partnership firm acting in its individual capacity or Consortium. The term Bidder used hereinafter shall apply to both a single entity as well as a Consortium.
- (e) “BMC” means Bhubaneswar Municipal Corporation.
- (f) “BSCL” means Bhubaneswar Smart City Limited.
- (g) “VC” means the Vice Chairman of the Client.
- (h) “Clause” means a clause of the ITC.
- (i) “Client” means Bhubaneswar Development Authority (BDA), the implementing agency that will sign the Contract for the Services with the selected Consultant.
- (j) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- (k) “Consortium” means any combination of Companies or firm that have formed a consortium or association for the purpose of submitting a Proposal and for implementing the Project if such consortium or association is declared the Selected Bidder.

- (l) “Consortium Agreement” means a binding consortium agreement to be entered into by the Members of a Consortium that submits a Proposal pursuant to the RFP, in the format set out at Appendix 10.
- (m) “Consultant” means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- (n) “Contract” means the legally binding written agreement to be executed between the Client and the selected Consultant.
- (o) “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.
- (p) “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.
- “Day” means a calendar day.
- (q) “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.
- (r) “EMD” shall have the meaning ascribed to it in Clause 18.
- (s) “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 17.
- (t) “GoO” means the Government of Odisha
- (u) “GoI” means the Government of India.
- (v) “Lead Member” means the Member nominated by the Members of the Selected Bidder to act as the

lead member in accordance with Appendix 8 of this RFP.

- (w) “Member” means, a Member of a Consortium.
- (x) “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.
- (y) “MoUD” means the Ministry of Urban Development, GoI.
- (z) “Person” means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.
- (aa) “Personnel” means, collectively all Experts, Team Members and any other personnel proposed to be engaged by a Bidder, if selected as the Consultant, to provide the Services.
- (bb) “Performance Security” shall have the meaning ascribed to it in Clause 23.
- (cc) “Proposal” means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- (dd) “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- (ee) “Qualification Documents” means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 16.
- (ff) “RFP” means this, request for proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- (gg) “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in greater detail in the TOR and the Smart City Proposals.

- (hh) “Technical Proposal” means the technical proposal of the Bidder comprising the documents set out in Clause 16.
- (ii) “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 Developing Inter State Bus Terminal (ISBT) at Baramunda Project.

2. Introduction

2.1. Bhubaneswar is considered as the nerve center for whole state of Odisha. It's one of those rapidly growing cities of eastern India which has greater regional influence after Kolkata. Bhubaneswar is also a major tourist destination in eastern India due to presence of numerous temples within the city. Strategic location of Bhubaneswar, close proximity to the golden quadrilateral, makes it one of the promising destination for the future development. Now to continue and maintain this development trends for the future years to come, it is very crucial to have good public transit system along with good transit infrastructure.

Bhubaneswar Development Authority (BDA), chosen as sole authority, responsible for developing big transit infrastructure for the city of Bhubaneswar, has envisaged to develop a state of the art bus terminal at Baramunda area to serve as a centre for both city level and state level bus connectivity.

In Smart city proposal, Bhubaneswar has envisaged to become a city with sustainable mobility choices and afterward the city has taken up various developmental projects to change the city's futurescape with prioritizing the public transportation over private. Success and efficiency of a good public transportation system also depends upon the infrastructure provided along with it.

Baramunda Bus terminal is the biggest bus terminal with an area of 15.5 acre used for both interstate & intercity bus operations. Daily almost 800 (approx.) buses operate from this terminal. The project site is

well connected with the city and other surrounding areas through NH-16.

The purpose of this tender is for the Bhubaneswar Development Authority (BDA) to enter into a contract with a qualified firm for the development of Inter State Bus Terminal (ISBT) at Baramunda (henceforth referred to as “Baramunda-ISBT Project”).

BDA is looking to engage an agency:

- who brings forth expertise for designing state of the art Bus Terminal/s or Multi Modal Transit Hub or Rail Terminal/s in India & abroad.
- who has experience in handling large scale infrastructure projects.

This tender is designed to provide interested Bidder’s with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence superior bid understanding and service capability.

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 and hence, is seeking to solicit proposals from consortium of architectural design firms fulfilling the eligibility criteria.

The Consultant team hired through this RFP shall be a group of experts who has an experience on the elements listed below, but not limited to:

- (i). Railway Terminal/ Multi Modal Transit Hub/ Bus Terminal building with retail and commuter facilities
- (ii). Mixed-use high-rise towers with retail and office leasable space organized, vertically and horizontally
- (iii). Roadway improvements including commuter pick-up and drop-off area to support transit operations.

- (iv). Streetscape improvements along the internal circulation routes and pedestrian pathways for access.
- (v). Placemaking projects including transit plaza, street vending zones, passenger shelters, and other open space improvements.
- (vi). Street level retail
- (vii). Multi-level parking garage for commuters and public.
- (viii). Market assessment for real estate developments.
- (ix). Detailed financial analysis, including risk and sensitivity analysis.
- (x). Preparation of Detailed Bill of Quantities (BOQ) of the proposed development.

These facilities to be designed and constructed are further explained along with the detailed Scope of Work is described in greater detail in the Terms of Reference given in Section 6

2.2. The Contract, which will be signed between the Client and the Consultant is for a term 4 months, which term 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 and 6 of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts: (i) Qualification Documents; (ii) Technical Proposal; and (iii) 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:

- (i). 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.
- (ii). 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.

- (iii). In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined weighted technical score and financial score, with 80% weightage being assigned to the Technical Proposal and 20% weightage to the Financial Proposal.

2.5. 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.

2.6. 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.

2.7. The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Consultant,

as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Consultant or the scope of the Services or the terms of the Contract.

Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

2.8. 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.

2.9. 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.

2.10. 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 interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2. The bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract and/or sanctions by the Bank.

3.3. Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be hired as the Consultant under the circumstances set forth below:

a. Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a bidder that has

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

Fairness and transparency in the selection process require that the bidder or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet, if any 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. A company incorporated under the Companies Act or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria as specified in the Data Sheet shall be eligible to submit a Proposal. However, the bidder must have a valid Goods and services tax registration in India.

6.2. Consortium of company(s) incorporated under the Companies Act or an equivalent law outside India or firm(s) or limited liability partnership (s) registered in India or in any other jurisdiction shall be eligible to submit proposal if the consortium meets the Eligibility Criteria as specified in the Data Sheet. If the Bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:

- (i). The number of Members in such Consortium shall not exceed 2 (two).
- (ii). The Proposal submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member.
- (iii). The Members shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of the Consortium and shall be in the format set out in Appendix 8. The Lead Member shall have the authority to represent and bind all the Members during the Bid Process; and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.
- (iv). The Consortium shall submit a binding and enforceable Consortium Agreement, in the format set out in Appendix 9, and the Members shall not be permitted to amend or terminate the Consortium Agreement, at any time during

the validity of the Proposal without the prior consent of BDA.

- (v). The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Consultant obligations in relation to the Project, in accordance with the Consultant Agreement.
- (vi). Change in the members of the Consortium will not be allowed

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. 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 Developing Inter State Bus Terminal (ISBT) at Baramunda 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.

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.

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, except in the case where the rejection is for the reason mentioned in clause 8.1 (vi); 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.

**12. Documents
Comprising the
Proposal**

12.1. 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.

12.2. 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**

The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, either individually or as a Member of a Consortium, all such Proposals shall be disqualified and rejected. Further, a Bidder's proposed Team Members are also precluded from participating as Team Members in more than one Proposal.

**14. Proposal
Validity**

14.1. Each Proposal must remain valid for the period specified in the Data Sheet.

14.2. 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.

14.3. 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

14.4. 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.

14.5. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the continued availability of the Team Members.

14.6. 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.

- 14.7. 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 14.8. 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 in Clause 3 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.
- 14.9. If the validity of the Proposal is extended and if any of the Team Members 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 team member 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/replacement team member.
- 14.10. If the Bidder fails to provide a replacement team member with equal or better qualifications, or if the reasons provided for the replacement of a team member are unacceptable to the Client, such Proposal will be rejected by the Client.
- 14.11. The replacement of any team member during the term of the Contract is permitted only in accordance with the Data Sheet.
- Sub-Contracting 14.12. The Consultant Shall not be allowed to Sub-contract any part of the Services sought in the Proposal.
- 15. Clarification and Amendment of the RFP** 15.1. 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 Architectural/Design Consultant for of Developing Inter State Bus Terminal (ISBT) at Baramunda Project: Queries or Request for Additional Information" and sent to the address/number/e-mail address indicated in the Data Sheet.

15.2. 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:

- (i). 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.
- (ii). 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.
- (iii). 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.

15.3. 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

16.1. 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.

16.2. 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;
- (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 of the bidder (both members separately in case of the consortium) regarding the annual turnover of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements (both members in case of consortium) 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) A power of attorney for appointing lead member in the format set out in Appendix 8;
- (x) Consortium Agreement between both members in the format set out in Appendix 9;
- (xi) Copy of Goods and services tax registration in India for both members of the consortium; and
- (xii) Duly certified copy of certificate of incorporation/certificate of registration issued under its applicable laws for both members of the consortium.

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

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

17. Financial Proposal

17.1. The Financial Proposal submitted by the Bidder shall be in the format set out in Form FIN-1;.

Taxes

17.2. 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

17.3. The Bidder shall submit its Financial Proposal in Indian Rupees.

Currency of
Payment

17.4. Payments under the Contract shall be made in Indian Rupees.

**18. Earnest
Money Deposit**

18.1. 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.

18.2. Proposals not accompanied by EMD shall be rejected as non-responsive.

18.3. The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.

18.4. No interest shall be payable by the Client for the sum deposited as EMD.

18.5. Unless forfeited in accordance with Clause 19 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the Consultant. The EMD of the selected Bidder (i.e., the Consultant) will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 23.

**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:

- (i). If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (ii). If a Bidder is disqualified in accordance with Clause 3;
- (iii). 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.
- (iv). If a Bidder is declared the first ranking Bidder and it:
 - a) 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;

- b) fails to furnish the Performance Security in accordance with Clause 23 of the RFP;
- c) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- d) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- e) fails to execute the Contract.

20. Bid documents and Processing Fees

20.1. 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:

- (i). Bid document and processing fee shall be paid through demand draft drawn in favour of the Client.
- (ii). 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

21.1. The Bidder shall submit a signed and complete Proposal comprising the documents specified in Clause 16 and Clause 17.

21.2. 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 (Lead Member) 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.

21.3. 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.

21.4. The signed Proposal shall be marked “Original”, and its copies marked “Copy”² 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.

21.5. 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 ARCHITECTURAL/URBAN DESIGN
CONSULTANT FOR DEVELOPING INTER STATE BUS
TERMINAL (ISBT) AT BARAMUNDA 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 ARCHITECTURAL/URBAN DESIGN
CONSULTANT FOR DEVELOPING INTER STATE BUS
TERMINAL (ISBT) AT BARAMUNDA PROJECT
TECHNICAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF QUALIFICATION DOCUMENTS”

²Copy means photo copy (ies) of the original proposal.

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

“SELECTION OF ARCHITECTURAL/URBAN DESIGN
CONSULTANT FOR DEVELOPING INTER STATE BUS
TERMINAL (ISBT) AT BARAMUNDA
FINANCIAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF TECHNICAL PROPOSAL”

21.6. 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 ARCHITECTURAL/URBAN DESIGN
CONSULTANT FOR DEVELOPING INTER STATE
BUS TERMINAL (ISBT) AT BARAMUNDA PROJECT
PROPOSAL
DO NOT OPEN BEFORE [**Insert Time Indicated in
the Data Sheet**] ON [Proposal Due Date”].

21.7. 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

22.1. 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.

22.2. 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.

22.3. 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.

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 favor of the Client in the format appended to the Contract.

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

24. Opening and Evaluation of Proposals

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

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

24.3. 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

25.1. 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:

- (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.

25.2. The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.

25.3. 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.

25.4. 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.

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)**

27.1. 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.

27.2. 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 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. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder in the time input in man-months for any Team Member, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate per man month included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

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 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 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.

D. Negotiations and Award

30. Negotiations

30.1. 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 and the proposed Team.

30.2. 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 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 the Team Members, 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

31.1. The negotiations will be concluded with a review of the draft Contract.

31.2. 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.

32. Award of Contract

32.1. 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) requesting it to appoint the Team Members forming part of its Team who are not employees of the Consultant but have consented to being engaged by the Consultant on a contract basis to perform the Services or a part thereof in accordance with the Contract;

- (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

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

32.2. 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.

32.3. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

32.4. If the selected Bidder fails to satisfy the conditions specified in Clause 32.1 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 deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

E. Data Sheet

A. General

ITC Clause Reference	Description												
2.1	<p>Name of the Client: Bhubaneswar Development Authority (BDA)</p> <p>Description of the Solution for which bids are invited: Selection of Design Consultant for Developing Inter State Bus Terminal (ISBT) at Baramunda, Bhubaneswar.</p> <p>Method of selection: Single Stage selection, three envelope system, Quality and Cost Based Selection (QCBS) with the following weights given to technical and financial proposals: Technical = 80% Financial = 20%</p>												
2.2	The Contract term is : 4 (Four) months												
2.4 (ii)	Minimum qualifying technical score: 70												
2.4 (iii)	Evaluation of Proposal: Please refer Clause 29 of Bid Data Sheet.												
2.6	<p>A pre-bid meeting will be held: Yes Date of pre-bid meeting: 9th August 2017 Address: Conference Hall Bhubaneswar Development Authority, Akash Sova Building, Sachivalaya Marg</p> <p>Bhubaneswar – 751 001, Odisha Odisha Telephone: 0674-2392801/ 2390842 Fax: 0674-2390633 E-mail: bda.transport.branch@gmail.com & bda@bdabbsr.in Contact person: Ms. Suparna Das (ATP), Urban Transport Cell, BDA All Pre-bid queries shall be addressed to the following in the format prescribed in RFP: Address: same as above.</p>												
2.8	<p>The Bidder may download the RFP for preparing of the bid proposal from the website: www.bdabbsr.in</p>												
2.9	<p>Schedule of Bidding Process The Client shall endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Event Description</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Issue of Advertisement & Uploading of RFP</td> <td>26/07/2017</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Last date of receiving Queries</td> <td>08/08/2017 by 05:00 PM</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Pre-bid Meeting</td> <td>09/08/2017 at 3:00 PM</td> </tr> </tbody> </table>	Sr. No.	Event Description	Date	1	Issue of Advertisement & Uploading of RFP	26/07/2017	2	Last date of receiving Queries	08/08/2017 by 05:00 PM	3	Pre-bid Meeting	09/08/2017 at 3:00 PM
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4	Reply to Pre-bid Queries	Before 17/08/2017
5	Last date of Proposal submission	30/08/2017 up to 03.00 PM
6	Opening of Proposals (Qualification & Technical Proposals)	30/08/2017 at 4:00 PM
7	Opening of financial proposals	Date of financial opening will be informed to the technically qualified bidders.
8	Validity of Proposal	180 calendar days from the last date of submission of proposal

6

The Bidder must meet the following general qualification criteria as on the last date of submission of this bid:

Sr No	Type	Qualification Criterion	Documentary Evidence
1	Company Profile	The Bidder (both members in case of Consortium) shall be in operations for a period of at least three (3) years as on published date of RFP.	Copy of certificate of Incorporation/Registration under Companies Act 1956 (for Indian companies) Global companies to provide equivalent proof of incorporation/registration
2	Company Financials & Profile	The Bidder shall have an average annual turnover of INR 10 Crores from consultancy services over the last three (3) Financial Years (i.e.,2014-15, 2015-16 and 2016-17). In case of Consortium, at least 50% of the turnover criteria shall be met by the Lead Member.	Statutory auditor's certificate clearly specifying the annual turnover for the specified years in the format given in Annexure 5. Audited financial statements for last three Financial Years (i.e.,2014-15, 2015-16 and 2016-17). ³
3	Prior Experience	The Bidder (any member in case of consortium) shall	Sole Bidder/any Member of Consortium/Sub-Contractor(s):

³ 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 signing date of the Contract, a duly certified copy of bidder's audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.

		<p>have prior experience of delivering at least one similar assignments⁴ to centre / state governments or government agency or State Transport Corporation for Multi Modal Transit Centre / ISBT / Bus Terminal projects in the past five (5) years in India or Abroad.</p>	<p>Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead</p> <p>In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement.</p>
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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. In case any supporting document or printed literature is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator⁵, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
- 14.1** **Proposals must remain valid for** 180 (one hundred eighty) calendar days from the last date of submission of proposal.
- 14.11** 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.

⁴ Similar Assignment means assignment involving master planning and architectural designing of a city level bus terminal/railway terminal, which includes retail spaces and relevant public amenities

⁵Approved/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.

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.

- 17.2** Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes
- 18.1** An EMD of INR 2,00,000 (Indian Rupees Two Lakhs Only) in the form of a unconditional and irrevocable 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.
- The EMD must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be for a period of 28 days beyond validity period of the Proposal, including any extensions thereof. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.
- 20.1** Bid documents processing fee of INR 10,500 (Indian Rupees Ten Thousand and Five Hundred Only) inclusive of GST shall be paid through a demand draft in favour of Bhubaneswar Development Authority and payable at Bhubaneswar.

C. Submission, Opening and Evaluation

- 21.2 & 21.4** **The hard copy submissions must be delivered in physical form to the following address:**
Bhubaneswar Development Authority,
Akash Sova Building, Sahivalaya Marg,
Bhubaneswar – 751 001,
Odisha

Bid Submission deadline: by 3:00 PM on 30th August 2017

The Bidder have to submit following number of physical copies of the Proposal:

Qualification Documents – 1 original and 3 copies.

Technical Proposal – 1 original and 3 copies.

Financial Proposal – 1 Original.

Soft copy of (a) and (b) above in .pdf format (without any password protection in searchable format) in a CD/DVD for each section in each envelope.

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

Technical Proposal (Envelope B)

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

S.N.	Evaluation Criteria	Max. Score	Documents Required
1	Company Profile	15	
	The Bidder/Consortium shall have an average annual turnover of INR 10 Crores over the last three (3) Financial Years. Annual Turnover: > 10 and ≤ 50 Crores: 9 Marks > 50 and ≤ 90 Crores: 12 Marks > 90 Crores : 15 Marks	15	Statutory auditor's certificate clearly specifying the annual turnover for the specified years in the format given in Annexure 5. Audited financial statements for last three Financial Years (i.e.,2014-15, 2015-16 and 2016-17). ⁶
2	Project Experience	30	
2.1	The Bidder (any member in case of consortium) shall have prior experience of preparation of architectural designing, master planning, and urban design for similar assignments. ⁷ (In last 5 years).	15 (3 marks for each project.)	Sole Bidder/any Member of Consortium/Sub-Contractor(s): Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead In case of large orders/orders with operations & maintenance phase, the completion may

⁶ 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 signing date of the Contract, a duly certified copy of bidder's audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.

⁷ Similar Assignment means assignment involving master planning and architectural designing of a city level bus terminal/railway terminal, which includes retail spaces and relevant public amenities

			specify successful execution and in-operation status of a part of the order meeting the requirement.
2.2	The Bidder (any member in case of consortium) shall have prior experience of Preparation of Business Plan, Revenue Model, Bid Documents for selection of Developer and bid process management, transaction advisory services for similar assignments (in last 7 years).	15 (3 marks for each project.)	Sole Bidder/any Member of Consortium/Sub-Contractor(s): Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead In case of large orders/orders with operations & maintenance phase, the completion may specify successful execution and in-operation status of a part of the order meeting the requirement.
3	Key Experts	30	
3.1	Team Leader	8	CV signed by Key Expert and Authorized Representative
3.2	Senior Transport Planner	5	CV signed by Key Expert and Authorized Representative
3.3	Senior Urban Designer	5	CV signed by Key Expert and Authorized Representative
3.4	Transaction Expert	3	CV signed by Key Expert and Authorized Representative

3.5	Construction Expert	3	CV signed by Key Expert and Authorized Representative
3.6	Real Estate Expert	3	CV signed by Key Expert and Authorized Representative
3.7	Legal Expert	3	CV signed by Key Expert and Authorized Representative
4	Approach and Methodology (Technical Presentation)	25	
4.1	Technical Approach and methodology	15	
4.2	Adequacy of the proposed work plan	5	
4.3	Organization and Staffing	5	

27 & 29 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

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

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

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

T = 0.8, and

P = 0.2

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

32.2 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

32.3 Expected date for the commencement of the Services:

Date: September 2016 at: Bhubaneswar (Odisha)

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]**

{Location, Date}

To:

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

**Ref: RFP for Selection of Architect/Urban Design Consultant for Developing
Inter State Bus Terminal (ISBT) at Baramunda.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the establishment of Developing Inter State Bus Terminal (ISBT) at Baramunda to be implemented by Bhubaneswar Development Authority in Bhubaneswar City of Odisha 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) The Proposal is being submitted by _____ (***name of the Bidding*** company/partnership firm/***Lead Member in case of a Consortium***), who is the bidding company/partnership firm/the Lead Member of the Consortium [comprising _____ (***mention the names of the entities who are the Member***)]¹¹, in accordance with the terms and conditions stipulated in the RFP. [Our Proposal includes the Letter of Acceptance as per the format specified in the RFP, and the Consortium Agreement.]¹²

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

¹¹ To be deleted for a single entity bidder.

¹² To be deleted for a single entity bidder.

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 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 14.8, if we are selected as the Consultant, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Team. We accept that the substitution of Team Members for reasons other than those stated in Clause 14 and Clause 31 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 of the Team 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 Developing Inter State Bus Terminal (ISBT) at Baramunda 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 32.3 of the Data Sheet.

We remain,

Yours sincerely,

for and or behalf of (name of the bidder or lead member of the Consortium)

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

*(To be submitted on the letterhead of the Bidder)
(To be submitted by each member of the Consortium)*

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Date of incorporation and/or commencement of business:
 - (d) Weather Lead member or Consortium member:
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 Client¹³:
 - (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:

¹³ 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.

(d) Telephone Number:

(e) E-Mail Address:

(f) Fax Number:

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 Architect/Urban Design Consultant for Developing Inter State Bus Terminal (ISBT) at Baramunda, 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 BDA an amount of Rs. [___] (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 the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - i. If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - ii. If a Bidder is disqualified in accordance with Clause 3;
 - iii. 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.
 - iv. 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 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 Rs. [___]. 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.

Signed and Delivered by.....Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX 4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 100/- 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 Architect/Urban Design Consultant for Developing Inter State Bus Terminal (ISBT) at Baramunda”, 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

..... (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:

*(In INR**crores)*

S. No.	Financial Year	Annual Turnover (form 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:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above for both members of the consortium. The financial statements shall:*
 - (a) reflect the turnover of the Bidder;*
 - (b) be audited by a statutory auditor;*
 - (c) be complete, including all notes to the financial statements.*
- *The Bidder shall provide a statutory auditor's certificate specifying the annual Turnover of the Bidder from consultancy services in the form set out in Appendix-5, separately for both members of the consortium.*
- *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.*

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 10 (ten) years and the details set out in the table below. The Eligible Assignments should be listed chronologically, according to their date of commencement]

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

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	Project Cost	City Population	Role of Bidder in Eligible Assignment	Certificate from the client provided
{e.g., Jan.2009–Apr.2010}	{e.g., “Urban planning and transportation consulting services}	{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	Project Cost	City Population	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 shall reject the bid or terminate the contract.***

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, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the Developing Inter State Bus Terminal (ISBT) at Baramunda 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 thisDay 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.*

APPENDIX 8: FORMAT FOR POWER OF ATTORNEY FOR APPOINTING LEAD MEMBER

(On Requisite Stamp Paper)

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

WHEREAS the company/partnership firm along with _____ and _____ (give name and registered office address of other Member(s) of the Consortium) is forming a Consortium to submit a Technical Proposal and Financial Proposal in response to the Request for Proposal for “**Selection of Architect/Urban Design Consultant for Developing Inter State Bus Terminal (ISBT) at Baramunda**” issued by BDA on **DD.MM.YYYY**.

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

NOW KNOW ALL MEN BY THESE PRESENTS, that _____[name of the company/partnership firm] does hereby nominate, constitute and appoint...[name of the lead member] having its registered office at _____, being one of the Members of the Consortium, as its Lead Member and its true and lawful attorney (hereinafter referred to as the **Attorney**) to do and execute all or any of the following acts, deed and things for the company/partnership firm in its name and on its behalf, that is to say:

- to act as the Lead Member of the Consortium for the purposes of the Project;
- in such capacity, to act as the company’s/partnership firm’s official representative for submitting the Technical Proposal and Financial Proposal for the Project and other relevant documents in connection therewith;
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership firm at meetings, discussions, negotiations and presentations with BDA, Government Authorities, Independent Engineer and any other Project related entity;

- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Consultant Agreement for and on behalf of the company/partnership firm;
- to do all such acts, deeds and things in the name and on behalf of the company/partnership firm as necessary for the purpose aforesaid.

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

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

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

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in 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 9: CONSORTIUM AGREEMENT

(to be executed by the Members)

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

AMONGST

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

AND

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

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

WHEREAS

- (A) Bhubaneswar Development Authority (referred to as the **BDA** which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the **Proposals**) by its Request for Proposal No. [___] dated [___] (the **RFP**) for selection of Architectural/urban design consultant for “Developing Inter State Bus Terminal (ISBT) at Baramunda project”
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.
- (C) It is a necessary condition under the RFP that the Members will enter into a Consortium Agreement and furnish a copy of it with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

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

4. Role of the Parties

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

5. Representations of the Parties

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

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

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

6. Termination

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

7. Miscellaneous

- 7.1 This Agreement will be governed by the laws of India.
- 7.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of BDA.
- 7.3 The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND

DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

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

In the presence of:

1

2.

Instruction:

1. *The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

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, Team Members Inputs, and Curriculum Vitae (CVs)
TECH-5	Undertaking from the Team Member

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.

FORM TECH-1

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, STAFF, AND FACILITIES
TO BE PROVIDED BY THE CLIENT**

Form TECH-1: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-2

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

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 Team Members 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 ¹ (D-..)											
		1	2	3	4	5	6	7	N	TOTAL	
D-1	Deliverable 1											
A-1	(e.g. Activity #1)											
	Mobilization & establishment of Project Office											
	Submission & acceptance of Inception Report											
A-2	{e.g.,Task 1 Activity #2:.....}											
	As- Is (Situation Analysis) Report											
A-n												

- 1 List the deliverables for each task/activities with the breakdown for activities (A) required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-4

TEAM COMPOSITION

SL. NO.	NAME	DESIGNATION	QUALIFICATION
1	(Insert full name)	(e.g., TEAM LEADER)	
2			
3			
4			
5			
6			
7			
8			
9			

FORM TECH-5**CURRICULUM VITAE (CV)**

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

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.}

Period	Employing organization and your title/position. Contact for references	Country	Summary of activities performed relevant to the Assignment
[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 Team:	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.*
- *If the proposed Team Member is not an employee of the Bidder, then the CVs shall contain an undertaking from the authorized signatory of the bidder about the availability of the concerned Team Members for the duration of the Contract, in the format set out in form TECH-5.*

SECTION 3. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Bidders shown in brackets { } provide guidance to the Bidder to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{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 the Selection of Architect/Urban Design Consultant for Developing Inter State Bus Terminal (ISBT) at Baramunda in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the Total Cost of the Financial Proposal};{Insert amount(s) in words and figures} (Excluding any indirect 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.

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: _____

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

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, 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 party¹⁴;
- (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.

¹⁴ 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.

SECTION 6: TERMS OF REFERENCE

1. Introduction:

1.1. Project Background:

Bhubaneswar is considered as the nerve centre for whole state of Odisha. It's one of those rapidly growing cities of eastern India which has greater regional influence after Kolkata. Bhubaneswar is also a major tourist destination in eastern India due to presence of numerous temples within the city. Strategic location of Bhubaneswar, close proximity to the golden quadrilateral, makes it one of the promising destination for the future development. Now to continue and maintain this development trends for the future years to come, it is very crucial to have good public transit system along with good transit infrastructure.

Bhubaneswar Development Authority (BDA), chosen as sole authority, responsible for developing big transit infrastructure for the city of Bhubaneswar, has envisaged to develop a state of the art bus terminal at Baramunda area to serve as a centre for both city level and state level bus connectivity.

1.2. Client:

Bhubaneswar Development Authority (BDA) has been developed, under Odisha Development Authority (ODA) Act, to prepare a broad strategic plans for the city. Recently the State Govt. has given the responsibility of development of all the big transit infrastructure, i.e. depots and terminals, in the city. Housing & Urban Development Minister of the State chaired the Organization.

1.3. Project Context:

In smart city proposal, Bhubaneswar has envisaged to become a city with sustainable mobility choices and afterward the city has taken up various developmental projects to change the city's futurescape with prioritizing the public transportation over private. Success and efficiency of a good public transportation system also depends upon the infrastructure provided along with it.



Figure 1: Baramunda Bus Terminal Area

Baramunda Bus terminal is the biggest bus terminal with an area of 15.5 acre used for both interstate & intercity bus operations. Daily almost 800 (approx.) buses operate from this terminal. The project site is well connected with the city and other surrounding areas through NH-16.

1.4. Project Objectives:

Main objective of this project is to achieve following:

- i. To develop State of the Art Bus Terminal with all the necessary facilities for the passengers.**
- ii. To provide more convenient and easy transfer experience to the passengers by integrating various modes.**
- iii. To explore and generate revenues from non-fare box sources.**

1.5. Bid Purpose:

The purpose of this tender is for the Bhubaneswar Development Authority (BDA) to enter into a contract with a qualified firm for the development of Inter State Bus Terminal (ISBT) at Baramunda (henceforth referred to as “Baramunda-ISBT Project”).

BDA is looking to engage an agency:

1. who brings forth expertise for designing state of the art Bus Terminal/s or Multi Modal Transit Hub or Rail Terminal/s in India & abroad and
2. who has experience in handling large scale infrastructure projects.

This tender is designed to provide interested Bidders with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence superior bid understanding and service capability.

The consultant team hired through this tender shall be a group of experts who has an experience on following elements, but not limited to:

- Railway Terminal/ Multi Modal Transit Hub/ Bus Terminal building with retail and commuter facilities.
- Mixed-use high-rise towers with retail and office leasable space organized, vertically and horizontally.
- Roadway improvements including commuter pick-up and drop-off area to support transit operations.
- Streetscape improvements along the internal circulation routes and pedestrian pathways for access.
- Placemaking projects including transit plaza, street vending zones, passenger shelters, and other open space improvements.
- Street level retail.
- Multi-level parking for commuters and public.
- Market assessment for real estate developments.
- Detailed financial analysis, including risk and sensitivity analysis.
- Preparation of broad Bill of Quantities (BOQ) of the proposed development.

1.6. Design Brief:

The overall design objectives includes:

1. **Efficiency:** The design should be financially and physically viable and should consider long term maintenance costs.
 - The ISBT should be robust and capable of handling peak hour crowds at present and in the future.
 - The entire development must be environmentally sustainable, including strategies to mitigate future operational and maintenance costs due to resource consumption.
 - The design should be flexible and adaptable to potential future changes such as addition of the future mass transit corridor and transport demand changes.
 - Energy efficiency should be achieved through integration of ECBC codes/ GRIHA/ LEED standards.
 - Design-led interventions using technology as a tool to promote integrated mobility and land use:
 - o Design for integrating a Fibre-Optic Network as part of the development's infrastructure planning.
 - o Ensure free "Wi-fi" connectivity and internet access for patrons.
 - o Provide for an area-wide real time parking information display system.
 - o Develop a coordinated Transit Information System for intra/ inter-city bus service, and future mass transit system.
 - o Provide for Controlled Access Management to allow for proactive monitoring of the development including CCTV surveillance.
 - o Integration of BIMS in building architecture

2. **Placemaking:** The designs should be flexible enough to complement the surrounding area while still representing the culture of Bhubaneswar as a whole. ISBT should be aesthetically appealing.
 - The design should allow for cohesion, not competition, within its surroundings.
 - The built form should express the culture and architectural aesthetic of Bhubaneswar while establishing a unique identity for a modern town centre.
 - The design must include a safe and vibrant public plaza that provides a sense of place.
 - The design must incorporate customizable features that allow adjustments post construction.

3. **Passenger experience:** The design should create a safe, welcoming, and integrated experience for passengers arriving via rail, bus, or intermediate public transport. The design scheme of the entire development should serve to attract passengers to public transport and walking modes.

- The design should minimize access, egress, and transfer times for all passengers
- The design must allow easy access by people with mobility limitations.
- The design should enable integration of transport and non-transport uses without allowing for circulation conflicts.
- To ensure the best possible passenger experience for all user groups, child friendly design elements and features shall be integral part of the design along with mandatory adherence to universal accessibility guidelines for entire project.

1.7. Preliminary Design Consideration:

Following preliminary programmatic components for the Baramunda ISBT Project are proposed to be integrated as part of the overall design:

A. Mixed Use Development

The mixed use development is expected to utilize the allowable FAR, while balancing the needs of the passengers and future occupants of the mixed use development. The following uses must be accommodated in the mixed use development in keeping with market viability:

- Commercial Office Space
- Retail Space
- Multi-level car parking
- Public Open Space

Only transit-supportive uses must be planned within the mixed-use development. Uses that can attract heavy private vehicle traffic must be avoided. Retail facilities must be provided as per the requirement.

B. Passenger Pick-up and Drop-off (PPUDO)

The terminal must be served by PPUDO facilities, including pick-up and drop-off for:

- Private vehicles,
- Pre-paid auto rickshaws,
- Taxis,
- Cycle rickshaws, and
- Taxi-aggregator vehicles such as Ola and Uber

C. Bus Bays and Temporary Bus Parking Area

The existing Bus Terminal encompassing 15.5 acres, is currently operating more as a depot for both OSRTC and private buses, rather than functioning as a high frequency intermodal terminal. The design intent for this project is to change the function of the bus terminal from a depot to a high-frequency terminal. ISBT shall have following facilities:

No.	Programme Component
1	Passenger amenities including waiting rooms, toilets, ticketing facilities, information kiosks and offices

2	Rest and Recreation facilities including seating areas, vending areas, etc.
----------	---

D. Multi-Level Parking

To serve the parking demand of the mixed-use development, bus terminal and the surrounding area needs, the Baramunda ISBT Project should accommodate multi-level parking (MLP) on the site. The ground floor of the MLP should plan to include retail spaces to maintain the active frontage to avoid standalone parking structures.

Provision to accommodate future mass transit facilities:

The design solution must include the possibilities of integrating future mass transit facilities as well.

Other Components

Other components that may be considered in the design, include:

- Surface parking for other IPT modes (Bicycles, auto-rickshaws, taxis, car-sharing)
- Visitor Information Centre.
- VIP parking and parking for specially abled (handicapped).

2. Detailed Scope of Work:

2.1 Task 1: Inception Report and Best Option Study:

2.1.1 Sub Task 1.1: Existing Situation Analysis

- a. A Detailed Strength Weakness, Opportunities and Threats (SWOT) Analysis of the proposed site in terms of infrastructure and other relevant factors.
- b. A detailed topographic survey of the proposed site and study of the surrounding areas to prepare accurate site plans for the proposed site.
- c. A report shall be prepared on topographic survey indicating base line survey report which shall include GPS benchmark, GTS benchmark, triangulation network points (temporary benchmark), and close traverse survey details along with the photographs of important locations. Prepare appropriate contour map and indicate all relevant physical features including road network, railway network, water bodies, nallahs, surface utilities, trees, plantation and other essential features.
- d. Ascertain ownership of land and structures in the area proposed for development.
- e. The Consultant shall carry out geotechnical investigations for the proposed site with required /suitable number of bore holes as approved by the Client on the number of bore holes to be drilled. Conduct laboratory and field test along with the analysis (CBR Value and SBC) of results and preliminary foundation design to determine nature of construction.
- f. Prepare an existing base map, including but not limited to alignment of roads, details of existing structures on the proposed site, land use details, utilities and infrastructure (telephone lines, signal lines/ equipment, HT/LT lines, water supply, drainage/gas lines and OFC cables, etc.).

2.1.2 Sub Task 1.2: Additional Infrastructure Requirement Assessment

Consultant shall carryout following:

- a. Make an assessment of the impact on infrastructure demand in terms of water, sewerage, power and communications.
- b. Assess the external connectivity requirement (road, FOB, flyover, underpass, subway, ROB, RUB etc.)
- c. Cost estimates for all the aforesaid requirements shall also be included.
- d. Plans are to be made for the Terminal including the lighting, circulation, traffic integration, access, and services required for the Terminal are to be planned for and integrated with overall planning.

- e. Further, shall suggest the areas of improvement for proposed site in respect of support infrastructure facilities to the site like transportation linkages, power supply, water supply and sewerage system and etc.

2.1.3 Sub Task 1.3: Connectivity Assessment

The consultant shall carry out following:

- a. Review the National Highways /State Highways/ State Transport Corporation/ City Bus Service authority's plans (existing and proposed) to connect the proposed site.
- b. If applicable, assess the feasibility of providing connectivity to the existing railway station/airport to the proposed site.
- c. Assess various alternatives and recommend most suitable alignment for the aforesaid connectivity. (if required)
- d. Further, estimate and suggest the type and extent of road infrastructure components inside the site.

2.1.4 Sub Task 1.4: Understanding Rules & Regulations

The Consultant shall

- a. Study the development bylaws and Master Plan/Land Use Plan/ Development Plan of the city/region and other requirements laid down by local authorities.
- b. Proposed development at the site shall be in terms of the prevailing development control norms /bylaws/master plan.
- c. Prepare necessary documents to establish the minimum construction requirement at the site to meet the scale of facilities expected. Provisional modifications/relocations required in the development control norms of Local Authorities or other local bodies shall be clearly brought out to enable to engage with concerned local authority at an early stage and shall advise the Client regarding the nature and extent of construction permitted and its likely impact on the viability of the Project.
- d. Prepare plans conforming to the extant urban by laws with a view to enabling an 'in principle' approval of Local Authorities
- e. It is mandatory to acquire an approval from AAI for any development in this area. At present the maximum height permissible in the area is upto approx. 60 AMSL.

2.1.5 Sub Task 1.5: Macro-Economic Analysis

The consultant shall carry out a macro-economic analysis of project Influence Area in terms of following:

- a. Delineate the Project influence area
- b. Study of the present regional economic development
- c. Assess the potentiality of future development in the Project Influence area/catchment area /study region for next 25-30 years.
- d. Identifying existing/ proposed transport networks (road, rail etc.)

2.1.6 Sub Task 1.6: Market demand assessment and best option study

In order to assess the need for establishing a Bus Terminal in a particular location it is important to assess the market trend and demand for such facilities. Therefore, the Consultant is expected to undertake followings:

- a. Study and review the planning documents, if any, prepared for the neighborhood areas.
- b. A comprehensive primary and secondary data collection shall be undertaken to assess traffic demand and number of buses operated to different of the city, state and beyond state boundary per day.
- c. The aforesaid shall include but not limited to physical census of Classified Counts of Buses, Bus Origin and Destination surveys, Bus Registration Number Plate Surveys and Bus Occupancy Surveys for a period specified (3 days) by the Client.
- d. In consultation with the Client, necessary surveys including Reconnaissance survey, Traffic, Topographical survey, Soil investigation & Hydrological Investigation shall be planned in advance. Where required, Client shall facilitate in obtaining necessary approvals.
- e. The aforesaid information shall be collected in the form of personal interviews with the prospective users and recorded on the approved questionnaires by the Client.
- f. Gauge the opinion of stakeholders on issues such as location of the Terminal, type of facilities required. The data collected through primary surveys shall be analyzed by to provide the client a clear idea about the market demand and trends and facilitate client in decision-making.
- g. Prepare traffic projections for the next 30 years.
- h. Assess the real estate potential and trend in the region to establish the demand for such commercial/real estate/ any other development (parking/ open spaces etc.) at the proposed site.
- i. Option analysis of at least three scenarios with different product mix; i.e. commercial/ real estate/ any other development.
- j. Undertake broad financial viability assessment of the various scenarios to ascertain the most financially viable product mix:
- k. Area Statements
- l. Absorption rates for each product mix component.
- m. Return on Investment, Net Present Value, and Internal Rate of Return including risk and sensitivity analysis.
- n. Achievable pricing for different product mix components.
- o. Recommendations on the best use option.

Deliverable:

The consultant has to submit “Inception Report” including but not limited to above mentioned and “Market Demand Assessment & Best Option Study Report”. The report thus prepared shall give a fare idea on entire project,

existing conditions, needs from infrastructure point of view and best possible development options, based on which a concept plan may be prepared.

2.2 Task 2: Preparation of Concept Master Plan¹⁶

- a) A Concept Master Plan for the Project site based on aforesaid studies shall be prepared and the same shall include, but not limited to:
 - Detailed Zoning Plan
 - Detailed Land Use Plan
 - Positioning of common user infrastructure
 - Broad sizing & technical Specs for common user infrastructure
 - Positioning of proposed built up
 - Internal and external circulation plans
 - Integration and transfer facilities with other modes
 - Proposed product mix (commercial/real estate/ any other development) at the site
- b) Concept plan shall be fit for modular / phased construction.
 - i. In order to achieve the objective of harmonious development with surrounding city and adequately meeting the need for transport linkages shall propose/suggest suitable infrastructure facilities on surrounding roads adjoining the land boundary of the site.
 - ii. Further, prepare drawings and sufficient details to judge the feasibility and constructability of various layouts. Preliminary design shall be adequately detailed so that interest of the Client and users of the Project are fully safeguarded by clear planning and design parameters.
 - iii. Detailed plan showing the commercial/real estate development area.
 - iv. Undertake planning for Terminal area, Administration area, Passenger Amenities, Workshop, commercial area, common areas and other facilities.
 - v. Work out detailed requirements of circulation areas for buses, vehicles and parking area for buses, bus bays and other vehicles, keeping in view the projected level of traffic and functional efficiency.
 - vi. Detailed requirement for workshop facilities needs to be suggested.
- c) Plan for office/administration space for various user agencies with scope of future expansion should also be identified.
- d) The Concept Plan shall be prepared in terms of the following:

¹⁶ NOTE:

- A) Concept Plans shall be prepared using the Guidelines issued by department(s) of GoI/GoO (if any).
- B) The DPR will be used for the purpose of debt financing from Banks/FIs and therefore the consultant's responsibility shall include making the DPR comply with standards of the lending institutions as suggested by BDA at that point of time.

- i. Based on a preliminary engineering survey, prepare a conceptual layout plan for the proposed facility and engineering standards adopted for construction of various facilities inside the Terminal including Bus Movement area, Passenger Amenities, Administration area, Parking area, common area, commercial area etc.
 - ii. Suggest control regulations to ensure proper & efficient vehicular circulation
 - iii. Prepare a preliminary block cost estimates covering the different work components related with the facility along with the project construction scheduled with particular reference to critical areas of work.
- e) The Consultant shall prepare at least three conceptual alternatives, which must be equally complete, feasible and viable in all respects, yet significantly different to provide the Client a range of options to choose from.
 - f) Develop a 3D model/walkthrough for the selected alternative.

Deliverable:

The consultant has to submit “Concept Master Plan” along with all the alternatives.

2.3 Task 3: Preparation of Detailed Project Report:

2.3.1 Sub Task 3.1: Social Impact Assessment (if required)

On approval of final concept master plan, the consultant has to:

- a) Study any adverse Social impact, arising out of the proposed Project implementation and suggest mitigation measures for such adversities.
- b) Undertake Social Impact Assessment (SIA) due to the Project and requiring resettlement and rehabilitation, particularly the impact on the persons affected due to the Project including plans for resettlement and rehabilitation thereof. The extant policies and guidelines of the government would be kept in view while undertaking the assessment.

2.3.2 Sub Task 3.2: Environmental Impact Assessment

- a) Environment impact assessment and assisting the Client in obtaining environmental clearance and approval from the competent authority
- b) Undertake environment impact assessment of the Project as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment.
- c) An environmental impact assessment report and environmental management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.
- d) Also assist the Client in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.

2.3.3 Sub Task 3.3: Financial Analysis

The Consultant shall prepare a detailed financial analysis and shall include following:

- a) Prepare broad cost estimates covering the different work components/facilities related with the Transport Hub along with the project construction phasing.
- b) As assessed during the demand assessment and Master Planning stages, the consultant will estimate the costs associated with various equipment like tower cranes, stackers etc. to be used in Bus Terminal for handling of container and bulk traffic operations.
- c) The revenue generation from all the possible activities taking place in the Bus Terminal and the value added service, etc. shall be assessed and recommended to be taken on yearly basis till the financial life of the project.
- d) Estimate the revenue and maintenance cost for commercial/real estate development at the proposed Terminal based on the present trend in the region and projections.
- e) Similarly, the operation and maintenance cost of providing the services and maintenance of infrastructure including handling equipment and transport fleet shall be calculated to assess the annual recurring expenses of the proposed Terminal. For deciding tariffs for various services, the consultant must carry out trend-based analysis at various locations for last 5 years. It will provide a sense of basic numbers and basis of annual escalations.
- f) Develop a detailed financing model to work out cash flow statement and the financial viability of the project including FIRR along with sensitivity analysis based on the revenue stream and cost (CAPEX and OPEX).
- g) Financial Indicators need to be worked out shall include IRR, NPV, Sensitivities and Scenarios.
- h) Sensitivity analysis with parameters like capital cost, operation and maintenance costs, tariff structure, parking charges etc. may be made to present the viability scenario for taking appropriate decision by the Client.
- i) Based on the inputs from the above analysis, alternate financial structures for the project will be developed and a financially viable model will be suggested for the project so as to attract Private sector participation and to minimizing the financial burden.
- j) Examine the relevant rail, road transport, inland water way logistics issues (if available) related with the project and prepare an operations plan for the smooth and efficient functioning of the Project.

2.3.4 Sub Task 3.4: Business Plan

Based upon the results of the financial analysis, the consultant has to recommend best suited business model to execute the project; i.e. whether in Public Private Partnership or through Public funding.

2.3.5 Sub Task 3.5: Detailed Drawings

Design and drawings of all the components proposed shall be prepared for the Project.

- a) Master plan and General Arrangement Drawings, floor plans for the bus terminal and surrounding land, as prepared from the field survey.
- b) Typical details of important components such as basement to topmost floor, road sections, etc and cross sections of buildings etc.
- c) Landscape plans, traffic circulating areas showing road circulation, parking, pedestrian walkways, access to access to property developments etc.
- d) Truck and any other heavy / service vehicle parking and circulation plan
- e) Other relevant drawings as may be required for the Project

The drawings prepared shall be self-explanatory and contain adequate information for a contractor to understand the overall concept and key details to prepare good for construction drawings prior to execution. The same drawings shall be used for bid document.

2.3.6 Sub Task 3.6: Preparation of Block Cost Estimation

Prepare a block cost estimate for the Project including but not limited to infrastructure, service facilities and commercial development. Cost estimates shall be based on broad BOQ or typical relationship of quantities or a combination thereof, as appropriate, so as to give a reasonable assessment of cost for taking administrative and financial decisions. Cost estimates shall include all the costs including cost of construction, relocation of structures, cost of real estate, cost of augmenting infrastructure, cost of creation of infrastructure, etc. The cost of acquired land and R&R cost shall also be included in the total cost.

- a) Broad Bill of Quantities
- b) Cost Estimate for core infrastructure facilities
- c) Cost of real estate development /commercial development
- d) Cost of creation of Infrastructure (outside the Project site area) or linking infrastructure
- e) Total Project Cost

The consultant shall prepare a summary of the proposed works, phasing plan of the developmental activities, project implementation plan of various activities and the consultant's recommendations with regards to timely completion of the same.

2.3.7 Sub Task 3.7: Assistance in obtaining Approvals

- a) The Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc.
- b) The responsibility for defending the plans/proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Consultant.

Deliverable:

The consultant has to submit “Detailed Project Report” which includes detailed design drawings and bill of quantities (BOQ), prepared on the basis of detailed financial analysis, social and environmental impact assessments and the business plan proposed.

Exclusions:

Preparation of structural design/drawings and MEPF drawings.
Preparation of Good for construction drawings.

2.4 Task 4: Preparation of Bid Document

Consultant shall prepare bid document for selection of agency for the construction of the ISBT on Engineering, Procurement and Construction (EPC) method and shall undertake following:

2.4.1 Sub Task 1.1: Preparation of Terms of References

Consultant shall identify major elements of design of the project and prepare schedules for the development agreement, templates for the technical proposal, and evaluation criteria for normalization for inviting the proposals.

2.4.2 Sub Task 1.2: Preparation of Bidding Document

The Consultant shall draft the Request for Proposal/ Financial Bid document and complete bidding document for the project on EPC mode. Further, the consultant shall prepare based on the inputs on commercial structuring of the Project, Preparation of the contract / agreement to be made part of the RFP. For this purpose, the Consultant shall work closely with Client.

2.4.3 Sub Task 1.3: Preparation of Contract Agreement:

The consultant shall prepare draft of contract agreement document.

Deliverable:

The consultant shall submit the “Request for Proposal” document towards selection of agency for construction of ISBT on EPC mode.

3. Team Composition:

The suggested staffing required for the project has been outlined in the table below. The consultant is required to provide detailed CVs, along with necessary documentary evidence for all the team members stated below. All the CVs should meet all the minimum criteria, without which the bid will not be considered for further evaluation.

Sr. No.	Relevant Key Personnel	Minimum Educational Qualification	Experience
1.	Team Leader	BE (Civil), MBA (Finance) or equivalent	He / She should have minimum 20 (twenty) years of experience in preparation of Business plan, feasibility study necessarily including preparation of revenue model and/or bid documents.
2.	Senior Transport Planner	Post Graduate in Traffic and/or Transport engineering/ Planning or equivalent	He / She should have minimum 15 (fifteen) years of experience the field of transport planning/ engineering.
3.	Senior Urban Designer	Masters in Urban Design / Masters in Architecture or Equivalent	He / She should have minimum 15 (fifteen) years of experience in planning / designing of transit stations like bus terminals, railway stations, etc.
4.	Transaction Expert	MBA (Finance) or equivalent	He / She should have minimum 10 (ten) years of experience in reviewing contractual agreements and other related documents / agreements, marketing of project, managing bidding process, and resolving issues in contract award and successful contract award.
5.	Construction Expert	M.E. / B.E. (Civil) or Equivalent	He / She should have minimum 10 (ten) years of experience in construction planning and project phasing.
6.	Real Estate Expert	ME/ BE (Civil) or equivalent	He/ She should have overall 10 (ten) years of experience in carrying out site survey and all types of market survey in view of commercial potential, preparation of product mix.
7.	Legal Expert	Law Graduate or equivalent	He/ She should have minimum 10 years of experience drafting contractual

Sr. No.	Relevant Key Personnel	Minimum Educational Qualification	Experience
			agreements and other related documents/ agreements.

4. Delivery and Payment Schedules:

Deliverables and payment schedules shall be as follows:

Sr. No.	Activities/ Deliverables	Time Period (T₀ date of signing of contract)	Amount (% of total project cost)
1	Submission of Inception Report & Best Option Study Report	T ₀ + 20 days	20%
2	Submission of Concept Master Plan	T ₀ + 40 days	25%
3	Submission of Detailed Project Report	T ₀ + 60 days	25%
4	Submission of final Request for Proposal document	T ₀ + 60 days	30%

5. Clients' inputs and Counterpart Services and Facilities:

- (i). 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
- (ii). The Consulting firm will be responsible to:
 - a. Arrange for data collection, survey and investigation, report preparation of reports for projects modules
 - b. Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.