

Odisha State Road Transport Corporation
Paribahan Bhavan,
Sachivalaya Marg,
Unit-II, Bhubaneswar - 751009
Odisha, India.
e-mail- osrtc@nic.in Phone no. : 06742530908

Notice No. 24(En.)PS/OSRTC

Date: 30/03/2020

CORRIGENDUM-2

(RFP NO. 3244 /OSRTC DATE: 18-03-2020)

REQUEST FOR PROPOSAL FOR SELECTION OF PROJECT MANAGEMENT CONSULTANCY FIRM FOR STRATEGIC DEVELOPMENT AND TRANSFORMATION OF OSRTC

SNo	RFP Page no.	Clause No. and Name	Original RFP Clause	Modified RFP Clause
1.	3	Data Sheet Sr. No. 7	Proposal Due Date - Hard Copy -16.04.2020 till 3:00 PM	The revised Proposal Submission date (Physical Submission) through Registered Post or Courier on or before 3 PM on 21.04.2020
2.	3	Data Sheet Sr. No. 12	Bid Document Fee (Non-Refundable) (As Demand Draft from any scheduled commercial bank/nationalized bank in the name of OSRTC) - Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST) in the form of Demand Draft	The Bid Document Fee of INR 11,800/-can be submitted as Demand Draft from any Scheduled Commercial Bank/Nationalized Bank in favor of Accounts Officer, OSRTC payable at Bhubaneswar or can be directly transferred to the OSRTC account details mentioned below –

SNo	RFP Page no.	Clause No. and Name	Original RFP Clause	Modified RFP Clause
				<p>Account Name: ODISHA STATE ROAD TRANSPORT CORPORATION, HDFC BANK LTD., MAIN BRANCH, JANPATH, BHUBANESWAR.</p> <p>Account Number: 01227620000291</p> <p>IFSC Code: HDFC0000122</p> <p>Type of Account: CURRENT ACCOUNT</p> <p>The copy of online transactions receipts of Bid Document Fee or the original Demand Draft for Bid Document Fees should be submitted as part of the Technical Proposal, failing which the bid shall be summarily rejected. In case of online payment, the transaction IDs in copy of receipt shall be matched with the actual transaction ID reflecting in OSRTC account, failing which the bid shall be summarily rejected.</p>
3.	3	Data Sheet Sr. No. 13	Earnest Money Deposit (EMD)(Refundable) (As Demand Draft from any scheduled commercial bank/nationalized bank in favor of Accounts Officer, OSRTC payable a Demand Draft Bhubaneswar) - Rs.10,00,000/- (Rupees Ten Lakh only) (including GST) in the form of DD	<p>The EMD of INR 10,00,000/- can be submitted as Demand Draft from any Scheduled Commercial Bank/Nationalized Bank in favor of Accounts Officer, OSRTC payable at Bhubaneswar or can be directly transferred to the OSRTC account details mentioned below –</p> <p>Account Name: ODISHA STATE ROAD TRANSPORT CORPORATION, HDFC BANK LTD., MAIN BRANCH, JANPATH, BHUBANESWAR.</p> <p>Account Number:01227620000291</p> <p>IFSC Code: HDFC0000122</p> <p>Type of Account: CURRENT ACCOUNT</p>

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				The copy of online transactions receipts of EMD or the original Demand Draft for EMD should be submitted as part of the Technical Proposal, failing which the bid shall be summarily rejected. In case of online payment, the transaction IDs in copy of receipt shall be matched with the actual transaction ID reflecting in OSRTC account, failing which the bid shall be summarily rejected
4.	5	Section 1, Clause 3	Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals Physically(2 HARD COPIES – ORIGINAL and DUPLICATE) addressed to Chairman cum Managing Director, Odisha State Road Transport Corporation (OSRTC), Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar – 751009, Odisha, India.	Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals Physically(2 HARD COPIES – ORIGINAL and DUPLICATE) addressed to Chairman cum Managing Director, Odisha State Road Transport Corporation (OSRTC), Paribahan Bhavan, Sachivalaya Marg, Unit-II, Bhubaneswar – 751009, Odisha, India, through Registered Post or Courier.
5.	8	Section 2 Clause 1 Pre-Qualification Criteria, Table Sr. No. 2	Turnover: The Average Turnover/Revenue of the Applicant from last three financial years ending 31 March 2019; shall be minimum Rs. 5.00 Crores or above. Audited financial statements (Profit and Loss and Balance Sheet)	Turnover: The Average Turnover/Revenue of the Applicant from last three financial years ending 31 March 2019; shall be minimum Rs. 15.00 Crores or above Note: Financial credentials of Parent Entity shall be considered. Audited financial statements(Profit and Loss and Balance Sheet).

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6.	9	Section 2 Clause 3 EMD	<p><u>Earnest Money Deposit:</u> The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) as prescribed in the RFP failing which the bid will be rejected. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD may be forfeited on account of the following reasons:</p> <ul style="list-style-type: none"> ➤ Bidder withdraws its proposal during the bid validity period as specified in RFP after the closure of bid; ➤ Bidder fails to sign the contract within designated period (15 days). ➤ Any / All information furnished by the bidder is found to be forged / false during the evaluation process. ➤ If the bidder fails to furnish required Performance Bank Guarantee in time. ➤ Any other circumstance which holds the interest of the Client during the overall selection process. 	<p><u>Earnest Money Deposit:</u> The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) as prescribed in the RFP failing which the bid will be rejected. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and after award and successful signing of contract with the successful bidder .</p> <p>The EMD may be forfeited on account of the following reasons:</p> <ol style="list-style-type: none"> 1. Any / All information furnished by the bidder is found to be forged / false during the evaluation process. 2. Any other circumstance which holds the interest of the Client during the overall selection process. <p>The EMD of the Successful bidder may be forfeited on account of the following reasons:</p> <ol style="list-style-type: none"> 3. If Bidder fails to sign the contract within designated period (15 days).I 4. If the bidder fails to furnish required Performance Bank Guarantee in time. 5. If the Bidder withdraws its proposal during the bid validity period as specified in RFP after the closure of bid;

SNo	RFP Page no.	Clause No. and Name	Original RFP Clause	Modified RFP Clause
7.	12	Section 2 Clause 8 Table1 : Technical Evaluation Criteria, Sr. No. 1	<p>Financial Capacity of the Bidder The Average Turnover/Revenue of the Applicant from last three financial years ending 31 March 2019; shall be minimum Rs. 5.00 Crores or above</p> <ul style="list-style-type: none"> • INR. 5 Crores- 3 Marks • Additional 1 mark for each ₹ 2.5 crores up to a maximum 2 marks 	<p>Financial Capacity of the Bidder The Average Annual Turnover/Revenue of the Applicant from last three financial years ending 31 March 2019; shall be minimum Rs. 15 Crores</p> <ul style="list-style-type: none"> • INR. 15 Crores- 2 Marks • >INR 15 Cr. and <= INR 30 Cr. – 3 Marks • >INR 30 Cr. and above – 5 Marks <p>Note: Audited financial statements (Profit and Loss and Balance Sheet) should be submitted as supporting. Financial credentials of the Parent Entity of the bidding entity shall be considered.</p>
8.	13	Section 2 Clause 8 Table1 : Technical Evaluation Criteria, Sr. No. 2.4	<p>The applicant must have Consulting/Technical Support/Design, Program Management and Implementation/Advisory experience in a Single large-scale project in India with Central or State or ULB or Multilateral Funding agencies (Max. 5 marks)</p> <ul style="list-style-type: none"> • Single order value of INR 25 Cr.- 2 marks • Additional 1 mark for each additional value of INR 25 Cr. up-to a maximum of 4 marks • Additional 4 marks if the project is in Odisha <p>Multilateral funding Agencies (such as World</p>	<p>The applicant must have Consulting/Technical Support/Design, Program Management and Implementation/Advisory experience in a Single large-scale project in India with Central or State or ULB or Multilateral Funding agencies (Max. 10 marks)</p> <ul style="list-style-type: none"> • Single order value of INR 20 Cr.- 2 marks • Additional 1 mark for each additional value of INR 20 Cr. up-to a maximum of 4 marks • Additional 4 marks if the project is in Odisha <p>Multilateral funding Agencies (such as World Bank, ADB, IMF, United Nations, DFID, etc.) funded projects will also be considered</p> <p>Note: Supporting documents like LOA/ PO/ WO/</p>

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			Bank, ADB, IMF, United Nations, DFID, etc.) funded projects will also be considered Note: Supporting documents like LOA/PO/WO/Agreement Copy/Completion certificate for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered.	Agreement Copy/Completion certificate for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered.
9.	14	Section 2 Clause 8 Table1 : Technical Evaluation Criteria, Sr. No. 3	Suitability for the scope of work-Team composition (CV's of Team members) <ul style="list-style-type: none"> • Project Director- 7 marks • Project Manager- 4 marks • Transport Consultant- 3 marks • Procurement Consultant- 3 marks • ITMS Consultant- 3 marks • Marketing and Communication Consultant- 3 marks • MIS- 2 marks 	Suitability for the scope of work-Team composition (CV's of Team members) (Max. 25 marks) <ul style="list-style-type: none"> • Project Director- 5 marks • Project Manager- 5 marks • Transport Consultant- 3 marks • Procurement Consultant- 4 marks • ITMS Consultant- 3 marks • Marketing and Communication Consultant- 3 marks • Business Analyst- 2 marks
10.	14	Section 2 Clause 8 Table1 : Technical Evaluation Criteria, Sr.	Approach and methodology Approach of the proposed unit along with work plan based on the terms of reference highlighting the job responsibility of each team member. The bidders may be invited for a Power Point presentation in front of the	Approach and methodology Approach and Methodology of the Technical proposed submitted along with work plan based on the terms of reference highlighting the job responsibility of each team member shall be evaluated. There will be no physical presentation

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		No. 4	committee to be formed by OSRTC to evaluate the presentation.	
11.	15	Section 2 Clause 10	<u>Performance Bank Guarantee (PBG):</u> Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee as defined in this RFP. Failure to comply with the terms and conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.	<u>Performance Bank Guarantee (PBG):</u> Within 15 working days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee as defined in this RFP. Failure to comply with the terms and conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.
12.	19	Section 2, Clause 26	The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the Chairman cum Managing Director, OSR TC. The arbitration proceeding shall be held in Bhubaneswar within Odisha only.	The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by process defined in Standard Contract in this RFP . The arbitration proceeding shall be held in Bhubaneswar within Odisha only.

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13.	19	Section 2, Clause 27	Disqualification of Proposal: The proposal is liable to be disqualified in the following cases as listed below;	Disqualification of Proposal <ul style="list-style-type: none"> • A bidder submits more than one proposal for this RFP, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.
14.	20	Section 2, Clause 29	The Consultant at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.	The Consultant at all times during the pendency of this agreement, keep the Government/ Authority/ Corporation Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.
15.	26	Section 3, Clause 3, Team Deployment – PMU, Table	As per RFP	The revised Clause and requirements of Onsite PMU team have been provided Annexure-A of this Corrigendum document.
16.	26	Section 3, Clause 3, Team Deployment – PMU, Table	In addition to the personnel deployed as above, OSRTC may avail of the services of Experts such as PPP and Public Procurement, Marketing and Branding, Architect, Public Transport, Urban/Regional Planner, Infrastructure expert, Traffic Survey Expert, Legal Expert etc. The Man Month rate of such experts would be INR 3 lakhs per month for	The revised requirements of Onsite PMU team have been provided Annexure-A of this Corrigendum document.

SNo	RFP Page no.	Clause No. and Name	Original RFP Clause	Modified RFP Clause
			the entire duration of the project. These experts would be called upon as and when required and the payment would be made on pro-rata basis based on actual deployment. Minimum experience of the experts shall be 12 years.	
17.	44	Section 6 Annexure-I Sr. No. 12	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments	List of completed/ on-going assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders/agreement/ LOA/ PO mentioned in the RFP for the respective assignments
18.	44	Section 6 Annexure-I Sr. No. 14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies as on date of submission of the bid.
19.	49	Section 7 (I) Form of Contract	This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of , Department of , Government of India, (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part. WHEREAS.....	This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between [name of employer] (hereinafter called the "Employer") , of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part. WHEREAS.....

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20.	54	Section 7 Clause 2.9.1 (a)	If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.	If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) (90) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing. In the event of termination OSRTC shall pay service provider for goods delivered and services rendered till the date of termination.
21.	57	Section 7 Clause 3.2.2	Consultant and Affiliates Not to Engage in Certain Activities : The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.	Consultant and Affiliates Not to Engage in Certain Activities : The Consultant agrees that, during the term of this Contract , the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

SNo	RFP Page no.	Clause No. and Name	Original RFP Clause	Modified RFP Clause
22.	61	Section 7 Clause 6.3 (a)	The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC13.	The consultant shall submit the invoice for payment when the payment is due as per the agreed terms.
23.	61	Section 7 Clause 6.3 (b)	Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.	Clause deleted
24.	63	Section 7 Clause 9.2	The amount of liquidated damages under this Contract shall not exceed [] % of the total value of the contract as specified in Appendix D.	The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.
25.	63	Section 7 Clause 9.3 (b)	If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to	Clause deleted

SNo	RFP Page no.	Clause No. and Name	Original RFP Clause	Modified RFP Clause
			[]% of total cost of the services for every week or part thereof for the delay.	

Bhunia. 25/03/2020.
 General Manager (Administration)

Odisha State Road Transport Corporation
General Manager (Admn.)
O.S.R.T.Corpn.
Bhubaneswar

Enclosed: Annexure A & B to the Corrigendum 2

Annexure-A to Corrigendum-2

1. Revised Team Deployment – PMU

The core PMU team would be deployed onsite Full time (**unless there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location**) and as per the minimum monthly deployment as mentioned below. Over and above that, OSRTC reserves the right to call for Experts and Project Associates as and when required as per the terms and conditions detailed below. The Consultant personnel shall be stationed at client's location in Bhubaneswar.

S#	Position	Qualification	Experience	Minimum Monthly Deployment
ONSITE PMU TEAM				
1.	Project Director	MBA/ PGDBM or equivalent	Overall 15+ years of experience in Managing Large Scale Programs with Central Govt/ State Govt/ Multilateral Organizations. Should be a Partner or Business Head or equivalent in the firm.	25%
2.	Project Manager	MBA/ Master's in urban planning/master's in urban management/ PGDBM or equivalent	Overall 12-15 years of experience in Large Scale Project Management Programs with Central Govt/ State Govt/ Multilateral Organizations. Experience in Government Projects in Odisha is preferable.	100%
3.	Transport Consultant	MBA/Master's in urban planning/Master in Urban Management/ Masters in Transport Planning / PGDBM or equivalent	Overall 5-7 years of experience in Public transport project with transport planning, scheduling.	100%
4.	Procurement Consultant	MBA/ PGDBM or equivalent	Overall 7-9 years of experience in managing public procurement, contract management, PPP projects . Experience in Public transport procurement is preferred.	100%
5.	ITMS Consultant	B.Tech and MBA/ MCA or equivalent	Overall 7-9 years of experience in managing ITMS and related application for Public transport related projects.	100%
6.	Communication and Marketing Consultant	Masters in Mass Communication or MBA/PGDBM/Master's in urban planning or equivalent	Overall 3-5 years of experience and understanding of marketing, advertising and promotional principles and of Social Media platforms.	100%
7.	Business Analyst	B.Tech and MBA/ MCA or equivalent	Overall 3-5 years of experience across Government projects.	100%

- OSRTC reserves the right to increase or decrease the team deployment based on its requirement as per the man month rate quoted by the bidder.
- In addition to the personnel deployed as above, OSRTC may avail of the services of Experts such as PPP and Public Procurement, Marketing and Branding, Architect, Public Transport, Urban/Regional Planner, Infrastructure expert, Traffic Survey Expert, Legal Expert etc. The Man Month rate of such experts would be **INR 3 lakhs per month for the first year with an annual escalation of 5% applicable on the Man monthrate during** the duration of the project. These experts would be called upon as and when required and **OSRTC shall provide the Consultant minimum 20 days' notice before date of deployment of the expert.** The payment would be made on pro-rata basis based on actual deployment. Minimum experience of the experts shall be 12 years.

- Similarly, OSRTC may avail services of Project Associates with 0 to 2 years of experience. These Project Associates would be called upon as and when required and the payment would be made on pro-rata basis based on actual deployment. The Man Month rate of such Project associate would be as mentioned below **for the first year with an annual escalation of 5% applicable on the Man month rate during** the duration of the project -
 - Experience of up to1 year: INR 25,000 per month
 - Experience of1 year to 2 years: INR 35,000 per month

Annexure-B to Corrigendum-2

**Revised FIN-1
Financial Proposal**

Sub: Selection of Consultancy Firm for setting-up & operating Program Management Unit (PMU) for OSRTC

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Monthly Fees for the Consultancy:

Professional Fees for onsite PMU team				
S#	Position	Minimum Monthly Deployment	Man month Rate- excluding applicable tax in INR	Total Monthly Professional Fees excluding applicable tax in INR
A	B	C	D	E=C*D
1.	Project Director	25%		
2.	Project Manager	100%		
3.	Transport Consultant	100%		
4.	Procurement Consultant	100%		
5.	ITMS Consultant	100%		
6.	Communication and Marketing Consultant	100%		
7.	Business Analyst	100%		
Total Monthly Professional fees in Figures- INR				Sum of Above
Total Monthly Professional fees in Words- INR				Sum of Above

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. GST payable shall be as per Applicable Rules over the Fee quoted
3. Any discrepancies between Figures and Words, Words shall prevail.
4. The applicable man month rate would be considered for any additional requirement of resources

Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 120 days from the Proposal Due Date. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

The Financial proposal is without any condition.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

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