



Corrigendum-5 and revised clauses as per Pre-Bid Meeting & Bidder's Queries

Request For Proposal (RFP) for Selection of agency for conducting survey for implementation of Mo e-Ride & preparation of detailed project report in various locations.

Tender No: Ref Number: **753/CRUT**

E.M.D: **Rs. 50,000.00 (Fifty Thousand Only)**

Tender Fee: Non-refundable Rs. 1770- {Rs.1500/- + 18% GST (Rs. 270/-)}

Tender Inviting Authority

Capital Region Urban Transport

Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024

Phone: 0674-3501580

Email: crutbbsr@gmail.com

Website: <https://capitalregiontransport.in/>

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DISCLAIMER

1. Though adequate care has been taken while preparing the tender Document, the Bidders should satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of tender Document/ Issue of the tender Document, it shall be considered that the tender Document is complete in all respects.
2. The information contained in this tender and subsequently provided to the Bidders (henceforth referred to as "Bidder/s") verbally or in documentary form by CRUT (Capital Region Urban Transport) (henceforth referred to as "Authority" in this document) shall form integral part of this tender.
3. Managing Director, CRUT reserves the right to modify, amend or supplement this tender Document.
4. While this tender Document has been prepared in good faith , CRUT (Capital Region Urban Transport) Odisha nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this tender document does not imply that CRUT (Capital Region Urban Transport) Odisha is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and Managing Director, CRUT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by CRUT (Capital Region Urban Transport), or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Managing Director, CRUT, Odisha 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 for submission of the Bid, regardless of the conduct or outcome of the selection process.
7. This tender is not an agreement or an offer by the CRUT (Capital Region Urban Transport), Odisha to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this tender.
8. This tender may not be appropriate for all persons, and it is not possible for the CRUT (Capital Region Urban Transport), Odisha, and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements, and information contained in this tender 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 tender and obtain independent advice from appropriate sources. Information provided in this tender to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The

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information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

9. The CRUT (Capital Region Urban Transport), Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. The CRUT (Capital Region Urban Transport), Odisha and its employees/ advisors 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 tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.
11. The tender also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this tender.
12. The CRUT (Capital Region Urban Transport), Odisha 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 tender.

Place: Bhubaneswar, Odisha

Date: DD/MM/YYYY

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Data Sheet

| Sr. No | Information | Details |
|--------|---|--|
| 1. | Tender Issuing Authority | Managing Director, Capital Region Urban Transport |
| 2. | Purpose of Tender | Request For Proposal (RFP) for selection of agency for conducting survey for implementation of Mo e-Ride in various locations. |
| 3. | Tender Issue Date | 15.03.2024 |
| 4. | Availability of Tender documents | The Tender is available and downloadable on (https://capitalregiontransport.in/tenders) All Subsequent changes to the Bidding document shall be published on the above-mentioned website. |
| 5. | Non-Refundable Tender Cost | Non-refundable Non-refundable: Tender Fees of Rs. 1,770- {Rs.1500/- + 18% GST (Rs. 270/-)} in the form of online deposit via NEFT/RTGS/IMPS directly into bank account of "Capital Region Urban Transport", Bank Account No. Capital Region Urban Transport", Bank Account No. 31180555943, Bank IFSC Code SBIN0009025 or demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the "Capital Region Urban Transport" and payable at "Bhubaneswar", must be submitted along with the Proposal. |
| 6. | Earnest Money Deposit | An EMD of INR 50,000.00 (Indian Rupees Fifty Thousands) in the form of online deposit via NEFT/RTGS/IMPS directly into bank account of "Capital Region Urban Transport", Bank Account No. Capital Region Urban Transport", Bank Account No. 31180555943, Bank IFSC Code SBIN0009025 or demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the "Capital Region Urban Transport" and payable at "Bhubaneswar", must be submitted along with the Proposal. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period |
| 7. | Last Date and time (deadline) for receipt of proposals in response to Tender notice | The Proposal shall be submitted in physical form (hard copy) and will be hand delivered or sent by registered |

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| Sr. No | Information | Details |
|--------|---|--|
| | | <p>post, speed post or courier in the manner and to the address specified before 20.05.2024 before 03:30 PM</p> <p>Conference Hall, 1st Floor, Capital Region Urban Transport, Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024</p> |
| 8. | Date, time, and venue of opening of Technical Proposals received in response to the Tender notice | <p>21.05.2024</p> <p>at 4:30 PM</p> <p>Conference Hall, 1st Floor, Capital Region Urban Transport, Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024</p> |
| 9. | Place, time, and date of opening of Financial Proposals received in response to the Tender notice | Capital Region Urban Transport will inform qualified bidders. |
| 10. | Language | Proposals should be submitted in English only. |
| 11. | Bid validity | Proposals must remain valid up to 180 days (One hundred eighty days) from the last date of submission of the Bid. |
| 12. | Contact Person | <p>Shri. Sanjay Kumar Biswal, IAS</p> <p>General Manager (Operations and Maintenance)</p> <p>Capital Region Urban Transport</p> <p>Email: crutbbsr@gmail.com</p> |

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1. Instructions to Bidders

1.1. Background

Capital Region Urban Transport (CRUT) plans to embark on a pioneering initiative to incorporate e-rickshaws into the urban mobility framework as last mile connectivity. This eco-friendly project aims to enhance public transportation options, reduce carbon emissions, and offer affordable commuting alternatives. To ensure the project's success and alignment with community needs, CRUT intends to conduct a comprehensive survey. This survey will gather insights on potential usage, preferred routes, fare structures, and citizen expectations. Engaging with a diverse demographic, including current public transport users, potential e-rickshaw passengers, and stakeholders, is crucial. The data collected will guide infrastructure development, charging station locations, and fleet size. CRUT's initiative represents a significant step towards sustainable urban transit, reflecting a commitment to environmental stewardship and social inclusivity. The survey outcomes will directly influence the project's implementation strategy, ensuring it meets the urban population's mobility demands efficiently and effectively.

1.2. Transfer of tender

The Bidding Document is not transferable to any other Bidder.

1.3. Consortium

Consortium is allowed subject to maximum 2-member firm.

1.4. Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the tender documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a proposal not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

1.5. Proposal Preparation Costs

The bidder shall submit the bid at its cost and Capital Region Urban Transport, Odisha shall not be held responsible for any cost incurred by the bidder.

1.6. Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as prescribed in the tender. The response to the queries will be published on <https://capitalregiontransport.in/tenders>. No queries will be entertained thereafter. This response of Capital Region Urban Transport, Odisha shall become integral part of tender document. Capital

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Region Urban Transport shall not make any warranty as to the accuracy and completeness of responses.

1.7. Amendment of tender Document

All the amendments made in the document would be published on the Portal and shall be part of tender.

1.8. Capital Region Urban Transport, Odisha's right to terminate the process.

Managing Director, CRUT may terminate the tender process at any time and without assigning any reason.

1.9. Capital Region Urban Transport CRUT's Right to accept any Bid and to reject any or All Bids

Managing Director, CRUT reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Capital Region Urban Transport, Odisha's action.

1.10. Earnest Money Deposit (EMD)

The bidders are required to submit an EMD of Rs. 50,000 (Fifty Thousand Only), in form of Demand Draft/ Banker's Cheque issued by an Indian Nationalized / Scheduled Bank and drawn in favor of Capital Region Urban Transport, Odisha payable at Cuttack valid for 180 days from the date of submission of bid.

However, All the MSEs registered with District Industries Centre or National Small Industries Corporation, or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme will be exempted from payment of tender fees and EMD on submission of relevant document viz. copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM) / MSME Certificate.

Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing process lead time.

The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful Bidders. The successful bidders EMD will be discharged to the successful bidder post executing the Contract and furnishing the EMD Bank Guarantee as specified in this Tender.

The EMD shall be forfeited and appropriated by the Capital Region Urban Transport without prejudice to any other right or remedy that may be available to the Capital Region Urban Transport hereunder or otherwise, under the conditions. In such an event, the decision of the office of Capital Region Urban Transport regarding forfeiture of the Bid Security shall be final and binding upon bidders.

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- i. If a bidder submits a non-responsive bid; and/or If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- ii. In the case of successful bidder, if bidder fails within the specified time limit:
- iii. to sign the contract within the time specified by the office of Capital Region Urban Transport; or
- iv. to furnish the Performance Bank Guarantee within the period prescribed as specified in the terms and conditions of the contract.
- v. During the bid process, before signing the contract, if the bidder fails to comply with the terms and conditions of the tender.
- vi. If during the bid process, any information provided by the bidder is found false/fraudulent/mala fide, then the office of Capital Region Urban Transport shall reject the bid and, if necessary, initiate action provided.
- vii. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- viii. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

1.11. Language of Bids

This bid should be submitted in English language only.

1.12. Contact Details

For any clarifications & communication with reference to the tender documents, the Bidders are expected to communicate at the contact information provided below:

1.13. Number of Bids

The Bidder is eligible to submit only one Bid for the Project. In case of multiple Bids by a Bidder shall be rejected and their EMD shall stand forfeited.

1.14. Bid Submission Instructions

The Bids submitted by the Bidder shall comprise of the following Two (2) envelopes. A2 (Two) envelope/ cover system shall be followed for the bid –

- a) Tender Fee, EMD and Pre-Qualification and Technical Qualification criteria
- b) Financial bid

| # | Documents Type | Document Format |
|---|---|-----------------|
| | Tender Fee, EMD Detail & Qualification criteria- Envelope –A | |

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| | | |
|----------------------------------|-------------------------|---|
| 1. | Tender Fee | |
| 2. | EMD | |
| 3. | Qualification criteria | As per the format mentioned against the respective eligibility criteria clause. |
| 4. | Technical Qualification | As per the format mentioned against the respective eligibility criteria clause. |
| Financial Bid Envelope- B | | |
| 1. | Financial Bid | As per the format mentioned |

The Bidder should ensure that all the required documents, as mentioned in this tender/ bidding document, are submitted along with the bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ content may lead to the rejection of the bid proposal submitted by the Bidder.

The Bids shall be submitted in two Envelopes.

Envelope –A: Tender Fee, EMD Detail, Qualification criteria the Envelope A shall be submitted in physical mode at the address of TIA.

1.14.1. Envelope A will contain:

- a) EMD
- b) Tender Fee receipt
- c) Signed copy of this tender.
- d) The Bid will have to be signed and submitted by the proper authorized person as appointed by the Bidder.
- e) Bid in the prescribed format (Annexure-) along with Annexes and supporting documents.
- f) Supporting documents as per PQ and TQ Conditions.

1.14.2. Envelope B: Financial Bid

The Financial Bid shall be submitted along with technical bid in a different envelope. Financial bid shall contain only the duly filled in final financial bid format as in Annexure 4 duly signed and stamped by authorized signatory and covering letter duly signed by the authorized signatory and stamped on the letter head of the Bidder.

1.15. Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this tender:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.

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- b) During validity of the Proposal, or its extended period, if any, the Bidder increases their quoted prices.
- c) The Bidder qualifies the Proposal with their own conditions.
- d) Proposal is received incomplete.
- e) Proposal is received after due date and time.
- f) Proposal is not accompanied by the EMD.
- g) If the Bidder provides quotation only for a part of the Project.
- h) Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the Contract (no matter at what stage)
- i) Financial Proposal is enclosed with the Technical Proposal.
- j) Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- k) In case anyone Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.
- l) Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within
- m) 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the Capital Region Urban Transport, Odisha.
- n) The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Bids.
- o) While evaluating the Proposals, if it comes to the Capital Region Urban Transport, Odisha, Odisha's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the CRUT.
- p) If the Bid Security Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the Bid
- q) Bidder doesn't agree to the Terms and Conditions stipulated in the tender or the Draft / Signed Contract Agreement.

1.16. Late Proposal and Proposal Validity Period

The validity of the proposals submitted before deadline shall be till 120 days from the date of submission of the proposal.

1.17. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a) If it does not comply with the requirements of this tender.

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- b) If the Proposal does not follow the format requested in this tender or does not appear to address the requirements of the Capital Region Urban Transport, Odisha.

1.18. Bid Opening

- a) Envelope A containing EMD, Tender Fee, Qualification criteria shall be opened initially in the presence of Bidders representative.
- b) Envelope B containing the Financial Proposal shall be opened only of those Bidders who qualify in the
- c) Envelope A and will remain unopened until the time of opening of the Financial Proposals.
- d) At the end of the evaluation of the Envelope A- Qualification Criteria, Capital Region Urban Transport, Odisha shall invite Bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by Capital Region Urban Transport, Odisha to qualified Bidders.

2. Evaluation Process

2.1. Bid Evaluation Committee

Capital Region Urban Transport, Odisha Bid Evaluation Committee that shall oversee the bid evaluation process and submit its recommendation to Competent Authority whose decision shall be final and binding upon the Bidders.

2.2. Process of Evaluation

- a) Bidders who qualify in Envelope 'A' shall be considered for Financial Evaluation.
- b) Bidder shall be evaluated for Envelope A as per EMD, Tender Fee, qualification criteria mentioned below.
- c) The Bidder who fulfils the Evaluation Criteria, will be evaluated for Financial Evaluation
- d) The Competent Authority reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.3. Qualification Criteria

The qualification Proposals (Envelope A) of only those Bidders, whose Tender Fee and EMD are in order, shall be opened. The bids will then be passed on to the Bid Evaluation Committee constituted by Capital Region Urban Transport, Odisha for evaluation of Bids. The Bidders will be assessed on the Qualification criteria as defined below.

| Sr. No | Basic Requirements | Eligibility Criteria | Supporting Documents |
|--------|--------------------|--|--|
| PQ1 | Legal Entity | The bidder or any/all the bidders in case of consortium should be. | a) Copy of Certificate of Incorporation/ Registration/Partnership deed as applicable |

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| Sr. No | Basic Requirements | Eligibility Criteria | Supporting Documents |
|--------|--------------------|---|---|
| | | <p>"A Company registered in India under the Companies Act 1956 or 2013 since last 3 years."</p> <p style="text-align: center;">OR</p> <p>"A partnership firm registered under Partnership Act, 1932 in India since last 3 years."</p> <p style="text-align: center;">OR</p> <p>"A Sole Proprietorship with valid Certificate/License issued by government of India / Municipal authorities under Shop and Establishment Act in India since last 3 years."</p> | <p>b) Copy of PAN Card</p> <p>c) Copy of GST Registration</p> |
| PQ2 | Turnover | The bidder or any/all the bidders in case of consortium must have minimum average annual turnover of Rs.50.00 Lakhs for last three years. i.e FY 2020-21, FY 2021-22, FY 2022-23 | CA Certificate/ Audited Balance Sheet clearly stating turnover. |
| PQ3 | Networth | The bidder or any/all the bidders in case of consortium must have positive net worth as on 31st March 2023. | CA Certificate/ Audited Balance Sheet clearly stating positive net worth. |
| PQ 4 | Blacklisting | The bidder or any/all the bidders in case of consortium must not be debarred/ blacklisted by any Government body/PSU in India as on date of submission of the Bid. | A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure. |
| PQ-5 | Survey Experience | <p>The bidder or any/all the bidders in case of consortium must have Completed Road engineering survey related to Road engineering survey/Las mile connectivity/ Route Planning/ public transport any government organization under in India during last 3 years from the date of submission of bid.</p> <ul style="list-style-type: none"> Single work order of value not less than 12.00 Lakhs <p style="text-align: center;">OR</p> | Work order/Contract document. |

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| Sr. No | Basic Requirements | Eligibility Criteria | Supporting Documents |
|--------|--------------------|---|----------------------|
| | | <ul style="list-style-type: none"> Two work order of value not less than 7.5 Lakhs each <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Three work order of value not less than 6.00 Lakhs each | |
| PQ-6 | Power of Attorney | The bidder or any/all the bidders in case of consortium must submit Power of Attorney & Consortium agreement (As applicable) | As required. |

2.4.

Technical Bid Evaluation

- Weighted Technical Mark (TM) will be given based on the evaluation of the Technical Bid delivered by the eligible bidder as per the Evaluation Criteria mentioned in the RFP.
- An actual technical mark below 70 shall disqualify the bid as technically non-responsive. A financial bid of only technically responsive bidders shall be opened.

| Sr. No | Descriptions | Marks | Supporting Documents |
|-------------|---|----------|---|
| TQ-1 | <p>The bidder or any/all the bidders in case of consortium into the business in India for;</p> <ul style="list-style-type: none"> > 3 Years: 5 Marks >3 Years and ≤ 5 years: 10 Marks >5 years and ≤ 10 years: 15 Marks | 15 Marks | Relevant incorporation certificate of the organization |
| TQ-2 | <p>Financial Capability: The bidder or any/all the bidders in case of consortium shall have an average annual turnover of INR 50 Lakhs or more from consultancy services over the last three (3) Financial Years (i.e.2020-21, 2021-22 & 2022-23) Average Annual Turnover:</p> <ul style="list-style-type: none"> >50 Lakhs and < 55 Lakhs = 10 Marks >55 Lakhs and < 60 Lakhs= 15 Marks > 60 Lakhs: 20 Marks | 15 Marks | Audited financial statements for last three Financial Years or CA's certificate clearly specifying the average annual turnover for the specified years. |
| TQ-3 | <p>Resource Evaluation (CVs of following resources only need to be submitted for evaluation)</p> <p>1. Team Leader: 12 Marks</p> | 25 Marks | CVs of the resources to be deployed. |

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| Sr. No | Descriptions | Marks | Supporting Documents |
|-------------|---|----------|---------------------------|
| | 2. Project Coordinator: 8 Marks. 3. Survey Engineer: 5 Marks | | |
| TQ-4 | The Bidder shall have prior similar experience of conducting survey and preparation of DPR in Odisha for any transport sector project in last 3 years. 15 Marks | 15 Marks | Work Order/Agreement |
| TQ-5 | Approach and Methodology | 25 Marks | During Technical proposal |

2.5. Financial Bid Evaluation

- The Bidder shall provide the financial proposal and shall quote Fees payable to Agency on per Shift per person basis as per Annexure 4: Financial Bid Format.
- The Bidder/s quoting the lowest financial quote (L1) shall be the Preferred Bidders. For avoidance of doubt, it is clarified that in the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.

2.6. Selection of Bidder

- The Bidder/s whose Bid is adjudged as responsive in terms of and with the lowest financial quote (L1 Bidder) shall be declared as the selected Bidder/s (the "Successful Bidder/s").
- If two or more Bidder quote the lowest amount, (the "The L1 Bidder"), then the TIA shall award the work to the bidder with the higher Average Annual Turnover in the last three (3) financial years as mentioned in the Qualification requirements. If the above two parameters are same for L1 Bidder, TIA shall use any other parameter as deemed appropriate for finalizing the selected agency. TIA's decision will be final in this regard.

3. Award of Contract

3.1. Letter of Award and Signing of Contract

Capital Region Urban Transport, Odisha will notify the successful bidder in writing by issuing a Letter of Award/ Work Order for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities of Performance Security within 15 days of issuance of the LOA. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties

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3.2. Failure to agree with the Terms & Conditions of the tender / Contract.

Failure of the successful Bidder to agree with the Terms & Conditions of the tender / Contract shall constitute sufficient grounds for the annulment of the award, in which event CRUT, Odisha may invite the next best bidder for negotiations or may call for fresh tender.

3.3. Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement regarding the assignment with CRUT, Odisha.

3.4. Security Deposit

The successful bidder needs to deposit/submit a security deposit equal to 3% of total contract value as Bank Guarantee from scheduled commercial bank only. The security deposit shall be valid for a period of 6 months from the end of contract period. It should be submitted within 4 weeks from date of issue of Letter of Acceptance, as notified by Capital Region Urban Transport, Odisha, or as intimated by CRUT, Odisha due and proper fulfilment of bid document conditions. Total contract value shall be calculated based on rate finalized as per financial format in this tendering process. Security Deposit will be released after 6 months from the end of contract or completion of all work whichever is later.

3.5. Bid Prices

The bidder has to quote for "RFP for Selection of agency for conducting survey for implementation of Mo e-Ride in various locations." in the format given for financial bid. Validity of Bid shall be of 120 days from date of opening of bids.

3.6. Bid Currency

The rates quoted shall be in Indian Rupees only.

3.7. Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

4. General Conditions of Contract

4.1. General Guidelines

- a) The system of recording, measurements and payments will be based on the CRUT, Odisha in vogue.

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- b) It is presumed that the Service Provider has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by him.
- c) Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the IT in-charge shall be final and binding.
- d) If the Service Provider has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e. before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Service Provider, the matter will be decided according to the tender stipulations.

4.2. Trademarks

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party.

4.3. Audit, Access, and Reporting

This section details the audit, access and reporting rights of Employer and the respective obligations of Service Provider under the contractual terms of Project Implementation, Operation and SLA Management.

4.4. Indemnity

The Service Provider shall indemnify the Capital Region Urban Transport, Odisha against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Service Provider in the execution of or in the connection with the work of this Contract and against loss or damage to the CRUT, Odisha in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

4.5. Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Cuttack and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in Odisha.

4.6. Governing law and Jurisdiction

Disputes subject to the exclusive jurisdiction of the competent courts of Cuttack, India as per procurement guidelines.

4.7. Assignment

The Service Provider shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party."

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4.8. Force Majeure

- a) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- b) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of official order. However, any failure or lapse on the part of the Service Provider's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- c) In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- d) The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- e) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Service Provider's fault or negligence and not foreseeable.
- f) Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock- outs and freight embargoes.
- g) If a Force Majeure situation arises, the Service Provider shall promptly notify the CRUT, Odisha in writing of such conditions and the cause thereof within twenty calendar days.
- h) Unless otherwise directed by the CRUT, Odisha, the Service Provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- i) If the duration of delay continues beyond a period of three months, the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the CRUT, Odisha, shall be final and binding on the Service Provider.

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5. Scope of Work

5.1. Introduction

Capital Region Urban Transport (CRUT) plans to embark on a pioneering initiative to incorporate e-rickshaws into the urban mobility framework as last mile connectivity. This eco-friendly project aims to enhance public transportation options, reduce carbon emissions, and offer affordable commuting alternatives. To ensure the project's success and alignment with community needs, CRUT intends to conduct a comprehensive survey. This survey will gather insights on potential usage, preferred routes, fare structures, and citizen expectations. Engaging with a diverse demographic, including current public transport users, potential e-rickshaw passengers, and stakeholders, is crucial. The data collected will guide infrastructure development, charging station locations, and fleet size. CRUT's initiative represents a significant step towards sustainable urban transit, reflecting a commitment to environmental stewardship and social inclusivity. The survey outcomes will directly influence the project's implementation strategy, ensuring it meets the urban population's mobility demands efficiently and effectively.

5.2. Project Background

With the implementation of 50 e-rides already underway by Capital Region Urban Transport (CRUT), the initiative marks a significant stride towards sustainable urban mobility. This forward-thinking move underscores CRUT's commitment to reducing carbon emissions and providing greener, more accessible transportation options for its urban populace. The introduction of e-rides not only supports environmental goals but also aims to offer an efficient, cost-effective alternative for daily commuters.

The successful bidder is required to submit a report with details but not limited to only.

The scope of work for the survey to be conducted by Capital Region Urban Transport (CRUT) for the e-ride project encompasses several key areas in **Bhubaneswar, Cuttack, Sambalpur, Rourkela, and Berhampur**. This comprehensive approach will ensure that the project is effectively tailored to meet the needs of the community and is scalable for future expansion. The scope of work includes:

A. Survey Design and Development:

- i. Crafting questionnaires that cover all aspects of the e-ride service, including but not limited to, user satisfaction, pricing, route coverage, frequency, and safety measures.
- ii. Ensuring the survey reaches a diverse demographic to gather inclusive feedback from current users, potential users, and stakeholders.

B. Data Collection:

- i. Implementing a multi-channel approach for data collection to include online surveys, face-to-face interviews, and focus groups.

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- ii. Targeting specific user groups such as daily commuters, occasional users, and non-users to understand different perspectives and needs.

C. Route Analysis:

- i. Evaluating existing routes for efficiency, coverage, and demand.
- ii. Identifying potential new routes or modifications to existing routes based on user feedback and travel pattern analysis.

D. Infrastructure Assessment:

- i. Assessing the current state of infrastructure supporting e-rides, including charging stations, maintenance facilities, and parking spots.
- ii. Identifying gaps and proposing solutions to improve or expand the infrastructure to support additional e-rides.

E. Demand Estimation:

- i. Analysing survey data to estimate current and future demand for e-ride services.
- ii. Assessing peak hours and off-peak usage to optimize fleet size and scheduling.

F. Fleet Utilization and Expansion:

- i. Reviewing the performance and utilization rates of the existing e-ride fleet.
- ii. Making recommendations for fleet expansion or reallocation based on demand and user feedback.

G. User Experience and Satisfaction:

- i. Evaluating user feedback on the overall experience, including ease of access, comfort, safety, and customer service.
- ii. Identifying areas for improvement to enhance user satisfaction and encourage wider adoption.

H. Sustainability Analysis:

- i. Assessing the environmental impact of the e-ride service, including reductions in carbon emissions and traffic congestion.
- ii. Recommending strategies for further enhancing the sustainability of the service.

I. Financial Analysis:

- i. Reviewing the economic viability of the e-ride service, including cost-benefit analysis, pricing strategy, and potential revenue models.
- ii. Identifying subsidies, incentives, or partnerships that could support the expansion of the e-ride service.

J. Reporting and Recommendations:

- i. Compiling findings into a comprehensive report that outlines key insights, conclusions, and actionable recommendations.
- ii. Presenting the report to CRUT stakeholders for decision-making and strategic planning.

This scope of work aims to provide CRUT with a detailed understanding of the current state of the e-ride project, the needs and preferences of the community, and the opportunities for improvement

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and expansion. By following this approach, CRUT can ensure that the e-ride service remains responsive to user needs, financially sustainable, and environmentally beneficial.

5.3. Manpower Deployment

The successful bidder shall deploy below staffs.

| Sr. No. | Positions | Qualification | Experience | Nos. |
|---------|---------------------|--|--|------------------------|
| 1. | Team Leader | B. Tech / M. Tech Civil Engineering from AICTE approved engineering colleges/institutes/university. | <ul style="list-style-type: none"> At least 10 years of experience in transport planning, route planning with Government department. Must have experience of working with any organization under Odisha Government for transport sector project. | 1 |
| 2. | Project Coordinator | B.E/ B.Tech/ B. Plan/ B. Arch in Civil Engineering/ Architecture/ Planning from AICTE approved engineering colleges/institutes/university. | <ul style="list-style-type: none"> At least 3 years of experience in transport planning, route planning with Government department. | 2 |
| 3. | Surveyors | Any graduate | <ul style="list-style-type: none"> Experience in transport planning, route planning with Government department. | As per the requirement |

Along with above requirement the successful bidder shall arrange adequate manpower, technology, tools, vehicle, stay in districts and other requirement at his own cost.

5.4. Delivery & Timeline

| Sr. No | Milestones | Timeline |
|--------|--------------------------|--|
| 1. | Survey Work: Bhubaneswar | Within 30 Days from the date of Work Order |
| 2. | Survey Work: Cuttack | Within 45 Days from the date of Work Order |
| 3. | Survey Work: Puri | Within 60 Days from the date of Work Order |
| 4. | Survey Work: Rourkela | Within 75 Days from the date of Work Order |
| 5. | Survey Work: Sambalpur | Within 90 Days from the date of Work Order |

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| Sr. No | Milestones | Timeline |
|--------|----------------------------|---|
| 6. | Survey Work: Berhampur | Within 105 Days from the date of Work Order |
| 7. | Feasibility Report | Within 120 Days from the date of Work Order |
| 8. | Submission of Final Report | Within 135 working days from date of work order |

5.5. Payment

Capital Region Urban Transport, Odisha shall pay 100% payment within 15 days from the date of receiving the report.

5.6. Penalty

In case of delay in submission of report an amount of Rs. 2000 shall be penalized on each day subject to maximum 10% of agency fees.

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6. Annexures

Annexure 1: Bidder's Details

| # | Particulars | Details to be filled in by the bidder) |
|----|--|--|
| 1 | Name of Bidder | |
| 2 | Legal status of Bidder (company, Pvt. Ltd., LLP etc., proprietary) | |
| 3 | Main business of the Bidder | |
| 4 | Registered office address | |
| 5 | Incorporation/Registration date and number | |
| 6 | Details of Company's Registration (Please enclose copy of the company registration document) | |
| 7 | Name of Registration Authority | |
| 8 | Registration Number and Year of Registration | |
| 9 | GST/CST/LST/VAT registration No. (as applicable) | |
| 10 | Permanent Account Number (PAN) | |
| 11 | Primary Contact Person (Name, Designation, address, mobile number, fax, email) | |
| 12 | Secondary Contact Person (Name, Designation, address, mobile number, fax, email) | |

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Annexure 2: Bid Cover Letter

To,

Managing Director
Capital Region Urban Transport
Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024
Phone: 0674-3501580
Email: crutbbsr@gmail.com
Website: <https://capitalregiontransport.in/>

Subject: **Cover Letter: Request for Proposal (RFP) for Selection of agency for conducting survey for implementation of Mo e-Ride & preparation of detailed project report in various locations.**

Dear Sir,

I/We, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No..... Dated.....: I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 120 Days from the date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I/We have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process including the deployment of manpower proposed as per clause 5.3. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further precontract costs.

I/We, in case any provisions of this RFP/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely.

I/We confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I/We understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

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Annexure 3: Undertaking of non-blacklisting

To,

Managing Director
Capital Region Urban Transport
Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024
Phone: 0674-3501580
Email: crutbbsr@gmail.com
Website: <https://capitalregiontransport.in/>

Subject: Non-Blacklisting Declaration

Sir,

In response to the tender Reference No: _____ I as an owner/Partner/Director of <<Name of Bidder>>, hereby declare that <<Name of Bidder>> has not been blacklisted by any State / Central Government in India/PSUs as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason during last 3 financial years.

Yours sincerely,

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Authorization for and on behalf of

Date: _____

[Signature] – [Company Seal]

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Annexure 4: Financial Bid Format

Date

To

Managing Director
Capital Region Urban Transport
Plot no-548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha 751024
Phone: 0674-3501580
Email: crutbbsr@gmail.com
Website: <https://capitalregiontransport.in/>

Subject: Financial Bid: RFP for Selection of agency for conducting survey for implementation of Mo e-Ride in various locations.

Sir/Madam,

Having gone through the tender document and having fully understood the Scope of Work; we are pleased to quote the following Professional Fees for conducting survey.

| Sr. No | Name of the assignment | Total Professional Fees (Inclusive of 18% GST) (In Numbers) | Total Professional Fees (Inclusive of 18% GST) (In Words) |
|--------|---|--|--|
| 1. | Request For Proposal (RFP) for Selection of agency for conducting survey for implementation of Mo e-Ride & preparation of detailed project report in various locations. | _____ | _____ |

We/I declare that We/I have read the "tender" as set out conditions and confirm that the above financial price shall be fixed for entire tenure of the project (if selected).

Sign and Seal of the Consultancy Firm

Authorized Signatory Name:

Designation:

Signature:

Date:

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Annexure 5: Consortium Agreement

(To be executed by the Members in case of Consortium)

THIS CONSORTIUM AGREEMENT ("Agreement") is entered into on this [●] Day of [●] 2022
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. Capital Region Urban Transport, Odisha (referred to as the Authority which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals by its tender dated and number.
- 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 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

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

- i. 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

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

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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 organizational documents;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, 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 Office of the Managing Director, CRUT to the Bidder, as the case may be.

7. Miscellaneous

- a) This Agreement will be governed by the laws of India.
- b) The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of Managing Director, CRUT.
- c) The competent courts at Bhubaneswar shall have exclusive jurisdiction over all

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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 PARTY:

SIGNED, SEALED AND DELIVERED For and
on behalf of the
PARTY OF THE SECOND PARTY:

Name:
Designation-
Address:

Name:
Designation-
Address:

Instruction: 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.