SELECTION OF CONSULTANT

REQUEST FOR PROPOSALS

RFP No.: _____

Selection of Consulting Services for Project Management Consultant for: Part A: Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services & Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operations

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Part B: Implementation of Intelligent Transportation System (ITS) in Long Route Bus Services, Chandigarh Transport Undertaking (CTU)

Client: Chandigarh Transport Undertaking (CTU)

Country: India

Issued on: 29.04.2023

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PART A

Section 1. Project Background

RFP No. 5102/CCI/CTU/2023

1. The Government of India through Ministry of Urban Development (MoUD) with assistance from the Global Environment Facility (GEF) and the World Bank had initiated the project on ESCBS (Efficient and Sustainable City Bus Services) with focus on improvement of Bus Transport infrastructure, fleet management, Intelligent Transport System (ITS) and improvement in fuel efficiency. Four cities were selected by MoUD for the purpose of demonstration on modern and sustainable city bus service: Bhopal, Chandigarh, Jaipur and Mira Bhayandar. Accordingly, CTU had selected M/s Amnex Infotechnologies Pvt Ltd as System Integrator (SI) through bidding process and M/s. RINA Consulting S.p.A as Project Management Consultant to support CTU in implementation of the ITS project. The ITS project has been implemented in 358 buses and the project is currently in operation & maintenance phase. The contract period of existing Project Management Consultant is going to expire tentatively in the month of May 2023, hence CTU is in process to hire the new PMC.

2. The Client now invites proposals to provide the following consulting services (herein after called "Services"):

PART A: Project Management Consultant for Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services& Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operation

&

PART B: Project Management Consultant for implementation of Intelligent Transportation Systems (ITS) into Long Route Bus Services, Chandigarh Transport Undertaking (CTU)& Implementation of open loop National Common Mobility Card (NCMC) into Long Route Bus Services, Chandigarh Transport Undertaking (CTU).

More details on the Consultancy Services are provided in the Terms of Reference (Section 5).

3. The firm will be selected under *Quality and Cost Based Selection (QCBS) Method* procedures and in a Full Technical Proposal (FTP) format as described in this RFP.

1. The RFP includes the following documents:
   Section 1 – Project Background
   Section 2 - Instructions to Consultants and Data Sheet Section 3 - Technical Proposal FTP - Standard Forms Section 4 - Financial Proposal - Standard Practices Section 5 - Terms of Reference
   Section 6 - Standard Forms of Contract Lump-Sum

2. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Guidelines" means the policies of the Government of India for selection and Contract award process as set forth in this RFP.

c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

d) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.

e) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the contract.

f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

h) "Day" means a calendar day.

i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

j) "Government" means the government of the Client's country.

k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

p) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

q) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

r) "Services" means the work to be performed by the Consultant pursuant to the Contract.

s) "Sub-consultant" means an entity to whom the Consultant intends to sub contract any part of the Services while remaining responsible to the Client during the performance of the Contract.

t) "TORs" (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for selecting and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultant's expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

The consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests

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

The Consultant 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 consultant or the termination of its Contract

Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:-

a. Conflicting Activities (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm 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 firm 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

(ii) Conflict among consulting assignments: a Consultant (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 Consultant for the same or for anotherClient.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client) 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 Clientthroughout the selection process and the execution of theContract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competingConsultants.

5. Corrupt and Fraudulent Practices

The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section6.

In further pursuance of this policy, Consultant shall permit and shallcauseitsagents,Experts,Sub-consultants,sub-contractors,

services providers, or suppliers to permit the Clientto inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 theClient permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Clientin the ApplicableGuidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1Afirmoranindividualinaccordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a contract, or to benefit from a contract, financially or otherwise, during such period of time as the Clientshall determine.

b. Prohibitions

6.3.2 Firms and individuals of a country or goodsmanufactured in a country may be ineligible if so determined by client and:

(a) as a matter of law or official regulations, the Clientcountry prohibits commercial relations with that country,

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the ClientCountry prohibits any import of goods from that country or any payments to any country, person, or entity in thatcountry.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Clientcountry shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and(iii)

7. that they are not dependent agencies of the Client.

6.3.4 Government officials and civil servants of the Clientcountry are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Clientcountry, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

d. Restrictions for publicemployees

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Clientcountry, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) Their hiring would not create a conflict ofinterest.

B. Preparation ofProposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examinetheRFPindetail.Materialdeficienciesinprovidingthe information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant 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 Contract award, without thereby incurring any liability to theConsultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising theProposal

10.1 The Proposal shall comprise the documents and forms listed in the Data**Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (includingbribery).

10.3 The Consultant 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 (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub- consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submissiondeadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the totalprice.

12.3 If it is established that any Key Expert nominated inthe

Consultant'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 disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of ValidityPeriod

12.4The Client will make its best effort to complete the process within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals 'validity.

12.5 If the Consultant 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 availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original KeyExpert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment ofRFP

13.1The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a resultofaclarification,itshalldosofollowingtheproceduredescribed below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments inwriting.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after thedeadline.

14. Preparationof Proposals – Specific Considerations

14.While preparing the Proposal, the Consultant must give particular attention to the following:

If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub- consultants, it may do so with Consultant(s), if permitted in the **Data Sheet**. In all such cases a Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with the firms in the form of a joint venture or a sub-consultancy, the Consultant shall be a lead member. If Consultants associate with each other, any of them can be a lead member.

15. Technical Proposal Format and Content

15.1The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declarednon-responsive.

15.1.1Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposalnon-responsive.

15.2Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts (if applicable), (b) reimbursable expenses indicated in the **DataSheet**.

The financial proposal shall be quoted separately for Part A and Part B.

a. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **DataSheet**.

b. Currency of Proposal

16.4The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the nationalcurrency.

c. Currency of Payment

16.5Payment under the Contract shall be made in the currency or currencies in which the payment is requested in theProposal

C. Submission, Opening and Evaluation

17. Submission

17.1 The Consultant shall submit a signed and completeProposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission will be done only online.

Sealing, and Marking of Proposals

17.2 an authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL".

17.5 The Technical Proposal shall be uploaded online as**"TECHNICAL PROPOSAL"**, "[Name of the Assignment]", reference number, name and address of the Consultant.

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be uploaded online as**"FINANCIAL PROPOSAL"** followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.9 The Proposal or its modifications must be uploaded online as indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality From the time the Proposals are opened to the timethe Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of

the Contract award information.

Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only inwriting.

19. Opening of Technical Proposals

The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of all the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall be opened in accordance with Clause 23 of theITC.

At the opening of the Technical Proposals thefollowingshall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **DataSheet**.

22. Financial Proposals for QBS

If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically qualified bidder is opened by the Client's evaluation committee.

23. PublicOpening of Financial Proposals (for QCBS, FBS, and LCS methods)

After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion)that The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals are technically qualified.At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 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 are made to the FinancialProposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub- total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposalcost.

b. Lump-Sum Contracts

24.2 IfaLump-SumcontractisincludedintheRFP,the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections norpriceadjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified intheFinancial Proposal (Form FIN-1) shall be considered as theofferedprice.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall *exclude taxes and duties in the Client's country* in accordance with the instructions in the **DataSheet**

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **DataSheet**.

27. Combined Quality and Cost Evaluation

a. Quality - and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be selected as per formula given in the data sheet.

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

b. Fixed-Budget Selection (FBS)

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate theContract

28. Award of Contract

28.1 After completing the bidding process, the Client shallsign the Contract with the selected bidder; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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

Instructions to Consultants

D. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	*The country of the Applicable Law in the contract shall be Republic of India.*
2.1	**Name of the Client:** Chandigarh Transport Undertaking (CTU) **Method of selection**: Quality cum Cost Based System (QCBS) Method
2.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes **The name of the assignment is**: Selection of Consulting Services for: **PART A**: Project Management Consultant for Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services & Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operation **PART B**:Implementation of Intelligent Transportation System (ITS) in Chandigarh Long Route Bus Services, Chandigarh TransportUndertaking(CTU).
2.3	**A pre-bid meeting will be held**:Yes Date of pre-bid meeting:11.05.2023 Time:-11:30 A.M Address: Command Control Center, ISBT-43, Sector-43, Chandigarh. E-mail: directorctuchd@gmail.com Contact person: Sh. Suresh Kumar, DC(F&A) Telephone- 0172-2990216 Mobile No.- 9646052339
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: System Integrator ITS RFP is available at following link- http://chdctu.gov.in/
4.1	*N.A*

6.3.1	*N.A*
8	The **Bid processing fees** is INR 10,000 (Ten thousand only) + 18% GST in form of demand draft in favor of Director, Chandigarh Transport Undertaking
B. Preparation of Proposals	
9.1	**This RFP has been issued in the English language.** **Proposals shall be submitted in English language.** **All correspondence exchange shall be in English language.**
10.1	**The Proposal shall comprise the following**: **<u>For FULL TECHNICAL PROPOSAL (FTP):</u>** (1) Power of Attorney to sign theProposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND **the Financial Proposal (if applicable):** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) Statement ofUndertaking Bids need to be secured by a Bid Security. The amount of Bid Security required is: INR 10 Lakhs (Ten Lakhs only) in form of Bank Guarantee/FDR.
10.2	**Statement of Undertaking is required** Yes
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** YES

12.1	**Proposals must remain valid for** 120calendar days after the proposal submission deadline.
13.1	The contact information for requesting clarifications is: Sh. Suresh Kumar, DC (F&A) Telephone- 0172-2990216 Facsimile: Fax no.-0172-2655970 E-mail: directorctuchd@gmail.com
14.1.1	*N.A*
14.1.2 (do not use for Fixed Budget method)	Estimated input of Key Expert's time-input is mentioned in this RFP, however Consultants are required to do their own assessment as required by the TOR
14.1.3 for time-based contract only	Not Applicable
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	16.1 (a) All the expenses will be included in remuneration of key experts: 16.1 (B) NA

16.2	**A price adjustment provision applies to remuneration rates:** No
16.3	"**Information on the Consultant's tax obligations in the Client's country can be found at the websites of the relevant departments.** **(Income tax, Excise and Taxation Department, PF department etc.) ofChandigarh Administration (http://chandigarh.gov.in/) as well as Government of India.**
16.4	**The Financial Proposal shall be stated in INR currency only**
C. Submission, Opening and Evaluation	
17.1	**The Consultants shall have to submit their Proposals electronically at e-tender portal except original Bid Security&Bid Processing fee.**
17.4	**The Consultant must submit:** (a) **Technical Proposal:** must be submitted online only at e-tender portali.e.http://etenders.chd.nic.inexcept EMD and tender fee, which is to be submitted physically on or before the last date & time of submission of bid. **Financial Proposal:** must be submitted online only at e-tender portal i.e.http://etenders.chd.nic.in

17.7 and 17.9	**The Proposals must be submitted electronically no later than:** **Date:**_____ **Time:** _____**at** http://etenders.chd.nic.in **For Physical submission of Bid Security&Bid Processing fee the address is given below** O/o Director Transport Chandigarh Transport Undertaking, Plot No.701, Industrial Area Phase-I, Chandigarh.160002 Telephone- 0172-2679002 E-mail: directorctuchd@gmail.com *http://www.chdctu.gov.in*
19.1	**An online option of the opening of the Technical Proposals is offered:** YES **The opening shall take place at:** O/o Director Transport Chandigarh Transport Undertaking, Plot No.701 , Industrial Area Phase-I, Chandigarh.160002 **Date**: same as the submission deadline indicated in 17.7.
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals:** Not Applicable
21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: Points (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment: [10]** (ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms ofReference(TORs): [20]** (iii) **Key Experts' qualifications and competence for the Assignment: [60]**

	PART A *a) PositionK-1:[ProjectManager/Team Leader]* *[20]* *b) PositionK-2:[ITSSpecialist]* *[10]* *c) PositionK-3:[FieldOfficer]* *[5]*

	PART B: *a) PositionK-4:[ProcurementSpecialist][10]* *b) PositionK-5:[ITSpecialist] [10]* *c) PositionK-6:[FieldOfficer] [5]* The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, andexperience): 20% *2)* Adequacy for the Assignment (relevant education,training, experience in the sector/similar assignments)*:80%* Totalweight: 100% **(iv) Transfer of knowledge (training) program** (relevanceofapproach andmethodology**) [5]** ***(v)*** **Participation by nationals among proposedKeyExperts [5]** **Total points for thefourcriteria*:*** ***100*** **The minimum technical score (St) required to pass is*:Z0*** ***Note: -Technical Evaluation will be done cumulatively for Part A and B***
23.1	**The Financial Proposals will be opened online.** **Note: - The Bidder Shall quote the price separately for Part A and Part B of RFP. While doing the bid evaluation, the sum of both price quotes for Part A and B will be considered for financial evaluation.**
25.1	For the purpose of the evaluation, the Client will exclude all applicable taxes.
26.1	**The bidder will quote all the prices in***Indian Rupee (INR) only.*

27.1 (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** =70 and **P** = 30 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 x T% + Sf x P%.
	D. Award
28.1	**NA**
28.2	**Expected date for the commencement of the Services: 15 days from signing of Contract for the respective parts A & B at**: Chandigarh

Section 3. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	*Page Limit*
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
"√ " If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
"√" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant's Organization and Experience.	
√		TECH-2A	A. Consultant's Organization	
√		TECH-2B	B. Consultant's Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff andFacilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
[Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for **PART A:** Project Management Consultant for Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services & Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operation& **PART B:** Project Management Consultant forImplementation of Intelligent Transportation System (ITS) in Chandigarh Long Route Bus Services, Chandigarh Transport Undertaking (CTU).in accordance with your Request for Proposals dated *[Insert Date]* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal".

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause12.1.

(c) We have no conflict of interest in accordance with ITC3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC5.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or serviceproviders for any part of the contract, are not subject to, and not controlled

by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Government of India, any state government or any other Government entity.

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of theClient.

(g) We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 may lead to the termination of Contract.

(h) Our Proposal is binding upon us.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

yours sincerely,

Authorized Signature {In fullandinitials}: _____
Name and TitleofSignatory: _____
Name of Consultant (company's name or JV'sname):
In the capacityof: _____

Address: _____
Contact information (phone ande-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant'srole/involvement.

A - Consultant's Organization

1. Providehereabriefdescriptionofthebackgroundandorganizationofyourcompany,and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficialownership

B - Consultant's Experience

1. List only previous similar assignments (minimum 2 (Two)) successfully completed in the last *7*years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references (such as work order, completion certificate, sign-off letter, recommendationsetc.)

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement Qualityof .....": designed master plan for Rationalizationof ..... ;}	{e.g., Ministry of ....., country}	{e.g. INR}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-Nationalgovernment. ": drafted secondary level Regulationson..... }	{e.g., municipality of ..... ,country}	{e.g. INR}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart 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-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

Form TECH-4: 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, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach andMethodology
b) Work Plan
c) Organization andStaffing

a) ***Technical Approach and Methodology.***{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), 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 inhere.}

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 ScheduleForm.}

c) ***Organization and Staffing.***{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts (if applicable) and relevant technical and administrative supportstaff.}

FORM TECH-5 (FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1](D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Client}												
D-2	{e.g.,Deliverable #2: .....}												
n													

1 List the deliverables with the breakdown for activities 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 eachphase.

2 Duration of activities shall be indicated in a form of a barchart.

3. Include a legend, if necessary, to help read thechart.

FORM TECH-6 (FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)									Total time-input (in Months)
		Position		D-1	D-2	D-3	.....	D-...			Total
KEY EXPERTS											
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home*] [*Field*]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]					
K-2											
K-3											
n											

									Subtotal			
NON-KEY EXPERTS												
N-1			[*Home*] [*Field*]									
N-2												
n												
									Subtotal			
									Total			

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
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 infor for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… Forreferences:Tel ...../e-mail……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you canwork):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 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,

{day/month/year}

NameofExpert Signature Date

{day/month/year}

Nameofauthorized Signature
Date Representative of theConsultant(the same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary ofCosts

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBSmethod

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and Address ofClient]*

Dear Sir,

We, the undersigned, offer to provide the consulting services for **PART A:** Project Management Consultant for Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services & Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operation& **PART B:** Project Management Consultantfor Implementation of Intelligent Transportation System (ITS) in Chandigarh Long Route Bus Services, Chandigarh Transport Undertaking (CTU)& Implementation of open loop National Common Mobility Card (NCMC).in accordance with your Request for Proposal dated *[Insert Date]*and our TechnicalProposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to theamount(s) currency(ies)}{Insertamount(s)inwordsandfigures},*excluding of all applicable taxes in accordance with Clause 25.1 in the Data Sheet.* {Please note that all amounts shall be the same as in FormFIN-2}.

We understand you are not bound to accept any Proposal you receive.

We remain,

yours sincerely,

Authorized Signature {In fullandinitials}: _____
Name and Title ofSignatory: _____

In the capacityof:

_____
Address:

_____

_____

_____
E-mail:

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS(To be discussed with W/DT)

	Item	Cost (INR) {Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**}
Part A of RFP	**Cost of the Financial Proposal**	
	Remuneration	
	Total Cost of the Financial Proposal (Part A):	
Part B of RFP	**Cost of the Financial Proposal**	
	Remuneration	
	Total Cost of the Financial Proposal (Part B):	
	Grand Total Cost of the Financial Proposal (Part A + Part B): {Should match the amount in Form FIN-1}	

Footnote: Payments will be made in the currency expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the

basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish paymentstotheConsultantforpossibleadditionalservicesrequestedbytheClient.ThisFormshallnotbeusedasabasisforpayments under Lump-Sumcontracts

A. Remuneration							
No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate (on-site)**	**Time Input in Person/Month** (from TECH-6)	INR	{*Currency- as inFIN-2}*	
	KeyExperts						
K-1							
K-2							
	Non-Key Experts (if applicable)						
N-1							
N-2							
				Total Costs			

Section 5- Terms of Reference

Terms of Reference (TOR) for Consultant for Monitoring of Intelligent Transportation Systems (ITS) & Implement Open Loop National Common Mobility Card (NCMC) in Chandigarh City Bus Services, & For Implementation of Intelligent Transportation System (ITS) in Chandigarh Long Route Bus Services, Chandigarh Transport Undertaking (CTU)

1. INTRODUCTION

CTU was established in the year 1966 with a fleet of around 30 buses. It now provides bus services to the public covering the city, suburbs and the neighboring states. CTU is also a member of Association for State Road Transport Undertaking (ASRTU).

The Government of India through Ministry of Urban Development (MoUD) with assistance from the Global Environment Facility (GEF) and the World Bank has initiated the project on ESCBS with focus on improvement of Bus Transport infrastructure, fleet management, Intelligent Transport System (ITS) and improvement in fuel efficiency.

Four cities have been selected by MoUD for the purposes of demonstration on modern and sustainable city bus service. The four cities are Bhopal, Chandigarh, Jaipur and Mira Bhayandar. One of the bus service improvements involves demonstrating the application of ITS/ MIS for service improvements.

PART A

The following Modules of ITS have been implemented under Intelligent Transportation System (ITS) Project for city bus services covering 358 buses, Later,80 more electric buses procured under GCC model with inbuilt ITS system have also been integrated with ITS Project.Currently the ITS project of city bus operations in under maintenance phase

a. Automatic Fare Collection System

The Automatic Fare Collection System (AFCS) is implemented to help CTU to meet its operational requirements and maximize the revenue realization. Total 884 ETMs are delivered under the project out of which 784 Nos. for Bus operations and 50 Nos. for inspectors for ticket validation and 50 Nos. for smartcard operations.

The commuters can purchase their ticket/s by using smart cards or paper tickets as payment mode for the city bus services. The commuters can buy paper ticket/s after boarding the bus. In case of smart card, the fare is deducted from commuter smart card after the Origin-destination station is entered by bus conductor and the smart card is tapped against ETM.

Smart cards sale/recharge facility is provided through various channels for greater convenience of the passengers such as: counters/POS at e-sampark centers and customer Service Point and recharge/top up through web portal and mobile application or visit nearest e--samark centers (46 Nos.), customer Service Point (CSPs) (at ISBT 17 and ISBT 43) .

b. Automatic Vehicle Location System:_____(More details)

Automatic Vehicle Location system is implemented for 438 city buses, (170 buses of depot 2, 88 buses& 80 electric buses of depot 3 and 100 buses of depot 4). Following equipment are installed in each bus:

Sr. No.	Equipment Name	Qty (Per Bus)	Purpose
1	Single Control Unit (SCU)	1	To control all the ITS equipment. It is the heart of The ITS System
2	Bus Driver Console (BDC)	1	For selection of routes by the driver as per his duty and camera view etc
3	CCTV Cameras	5 (2 nos saloon area, 1 no driver Behavior, 1 no dashboard and 1 no rear view)	To monitor driver behavior, commuters and accident
4	Passenger Information Display boards	4	1 no front, 1 no rear, 1 no side, 1 no inner
5	Alarm pedal	1	Driver can send emergency message to control center
6	Panic Button	As per AIS 140	Commuters can send emergency alarm to control center
7	NVR	1	To record the video of 5 cameras
8	Speakers	2	For current bus stop and next bus stop announcement
9	Mic	1	For two way communication between bus crew and control centre

c. Mobile Application and Web portal

Passenger can track the buses (route wise/ destination wise), search nearest stop from his location; smartcard related services and lodge their grievances through mobile application “trycitybus” and web portal https://ctucitybus.com

d. Passenger Information System (PIS)

The primary purpose of the PIS is to inform passengers of arrival/departure times as per direction of travel, which includes real time data. Three types of PIS boards are installed ISBT 17, 43 and Bus Queue Shelters. Details are as follows:

Sr. No.	Type of PIS	Qty Installed /To be installed	Location
1	48”x72 PIS”	10	ISBT 17 and ISBT 43
2	55”PIS	20	ISBT 17 and ISBT 43

3	32” PIS	80 150	• Bus Queue Shelters (Installation for remaining 27 is in progress) • For remaining 150 BQS, e-tendering is under process.

e. Transit Management Centre (TMC)

Transit Management Centre (TMC) /Command Control centre is established at ISBT 43 and in operations since 25.08.2021. All the ITS operations are monitored from the command control center i.e. real time monitoring of the buses, incident monitoring and handling (received from alarm pedal and panic button, over speed, bus bunching, early in shed, delay out shed etc.) real time fare collection details (bus wise and route wise), grievance redressal for the complaints/queries, which are received through call, mobile application and web portal.

f. Scheduling and Roster Software

Scheduling and rostering module is used for scheduling of the buses as per the requirement of operation, cancellation of routes, trips and partial closer of trips, create, edit and update services/shifts and allocate crew.

g. Transit Management System (TMS)

TMS centralized server is installed at TMC and TMS Depot level servers are installed in depot 2.3 and 4.

The following sub systems are the part of TMS

i. Depot Management System(DMS):

It help CTU to monitor the Crew performance (individual staff), bus performance and depot performance

ii. Workshop management system:

DMS system helps CTU in performance monitoring i.e. timely preventive maintenance, corrective maintenance, breakdowns, and accident, fuel management, record keeping of Road permit history and tyre management.

iii. Store Inventory:

It help CTU to maintenance details, previous quotes & tracking goods transferred from main store to other depots and scrap management etc. Also help CTU to monitor the utilized and unutilized stock.

iv. HR & Payroll:

It helps CTU in manpower management; leave management, electronic pay slip generation of CTU staff. With the help of HR module Staff can apply their leaves, add/ update beneficiaries in Employee Self-Service.

v. Accounting

It help CTU to generate fund receive & transfer, generate fund allocation detail generate bank book, generate petty-bills and establishment bills from concerned department and proper deduction of IT/TDS from bills

vi. Network Management System:

It help CTU to monitor the network devices, installed at various location at depot 2, 3, 4 and TMC area. It also help to monitor the performance of each and every servers.

As a part of Government of India's initiative for implementation of National Common Mobility

Card (Open Loop). CTU is willing to implement Open loop based NCMC Compliant Digital Tickets Solution across its City Bus fleet that will enable the commuters to use NCMC to pay for bus tickets. As a part of this project, CTU is planning to issue RuPay powered NCMCs in partnership with banks as technology provider.

CTU has seeked financial assistance from the Ministry of Road Transport & Highway (MoRTH), Govt. of India to implement Open loop system in City Bus Services and to implement the Intelligent Transportation System including Open Loop NCMC and QR based ticketing in Long Route Bus Services.

PART B

Keeping in view the transportation needs of the Chandigarh Long Route Bus services and the available ITS systems. The following ITS solutions have been recommended for CTU long routebus operations. Currently the fleet size of Long route buses is 170.:

i. **Provide Automatic Vehicle Location(AVL)**

1. To Increase productivity of the transit system by improving thereliability
2. Reduce operational costs of the buses by developing a fleet management system using the vehicle trackingmechanism.

ii. **Provide Passenger Information Systems (PIS)** with the objectivesof:

1. Improved customer service to the transit riders by real time bus informationdissemination
2. For commuters by providing expected time of arrival of buses and schedule.

iii. **Introduce Fare Collection System (FCS)** consisting of Electronic Ticketing Machines (ETMs) having open loop based NCMC cards and QR Based Ticketing capability.

iv. **CCTV Monitoring**

v. **Develop Transit Management Systems (TMS**) application that cansupport:

1. Scheduling and rostering software for Planning that will support improving bus operations and crewmanagement
2. Master database for drivers, conductors and various staff that can support computerized leave management system to achieve better accountability from the staff
3. Depot and Terminal management system to support decision makers with data on activities performed along with resource and timerequirements.
4. Workshop management system to better log the maintenance needs andactivities.
5. Provide MIS reports on the various depot, terminal, workshop and bus operations activities.
6. Improve bus schedule adherence and reliability, through an AVL application and alert monitoringsystem
7. Provide incident management capabilities by providing a centralized location for viewing/identifying incidents and dispatching incident responseteams.
8. Improve reliability of service and efficiency of the operations through better oversight through data based decision making.

9. Perform data collection and archiving services.
10. Develop MIS/BI dashboard for the project.

2. OBJECTIVES OF THIS CONSULTANCY ASSIGNMENT:

The objective of the assignment is to hire a qualified consulting agency to provide expertise in

PART A

(i) Monitoring the performance of the SystemIntegrator in the maintenance phase;

(ii) Helping the CTU to build capacity and enable knowledge transfer from System integrator; and

(iii) Preparing impact assessmentreport.

(iv) Implementation of Open Loop (NCMC) Cards in city bus services.

(v) To review and verify any other IT /ITS related works as per the requirement of CTU/CCBSS in city bus services during the contract period.

PART B

(i) Prepare the design, specification, implementation strategy andbid evaluation criteria in the draft RFP for selection of System Integrator (SI)to implement ITS in long route bus services of CTU.

(ii) Conducting Bid Process Management for hiring the System Integrator (SI), which includes updating the draft RFP, finalizing the deliverables, incorporating any amendments post pre-bid meeting, evaluating bids & managing contract process for SIincluding stakeholder consultation and seeking approval at every stage;

(iii) Monitoring the performance of the System Integrator;

(iv) Implementation of Open Loop (NCMC) Cards in long route services.

(v) Monitoring the performance of the System Integrator in the maintenance phase.

(vi) Helping the CTU to build capacity and enable knowledge transfer from System integrator; and

(vii) Preparing impact assessmentreport.

(viii) To review and verify any other IT/ITS related works as per the requirement of CTU in long route bus services during the contract period.

3. SCOPE OFWORK:

The Scope of Work is divided into two Parts

1. Part A (For City Bus Services)
2. Part B (For long route bus services)

Note: ***Initially this project consultancy will be for Part A scope of Service and the selected Consultant will be performing the scope of services as per Part A scope of work only, The selected Consultant is required to provide the required Key Expert as per the scope of Part A. Also CTU has sent a proposal to Ministry of Road Transport and Highways (MoRTH) seeking financial assistance for the implementation of open loop based NCMC solution in city bus services, after getting approval from MoRTH, the key experts deployed as per Scope of Part A will be responsible for implementation of NCMC solution in all respect including on-boarding of acquirer bank.***

Further,CTU has also sent a proposal to Ministry of Road Transport and Highways(MoRTH) seeking financial assistance for the implementation of ITS in long route bus service i.e. for Part B scope. Upon receiving the financial approval from the MoRTH for providing financial assistance for implementation of ITS in long route services, CTU will issue the LOA to the selected Consultant for Part B scope of services. After receiving LOA for Part B scope, Key Experts for Part B need to be deployed at site and they will be on site as per the time period mentioned in the RFP.Also the key Experts mentioned in the Part A scope will also be responsible for Part B scope of work.

In case, approval for Part B scope is delayed and the remaining time period for Part A is very less. CTU may extend the services of Key experts of Part A, or any particular key experts of Part A on the same terms & conditions of contract (i.e. Form FIN -3 Breakdown of Renumeration) to accomplish the tenure required for implementation of Part B.

Part A (For City Bus Services)

The tasks to be undertaken by the agency to be hired have been outlined below:

(i) Monitoring of Intelligent Transportation System in city bus services
(ii) Implementation of Open Loop NCMC in city bus services

(i) Monitoring of Intelligent Transportation System in city bus services

This phase shall include post deployment monitoring, assist CTU to build capacity & enable knowledge transfer from System integrator and prepare evaluation/impact assessment **(**42 Months**)**

Post Deployment Monitoring & Knowledge Transfer:

a. The Consultant shall conduct monthly post deployment reviews to ensure that the

objectives of the project agreement and delivery of the services are as per theSLA.

b. Implement a post deployment assessment activity of theproject
c. Assess effectiveness of the projectdeliverables
d. Review the SLA for the SI and bring out the variances and options to mitigate these if necessary.
e. Monitor the performance of the SI on as per definedSLA
f. The Consultant shall monitor processes and activities to ensure that project deliverables deliver the intended benefits
g. Review the various manuals (user manual/maintenance manual/training manual) prepared by the SI and recommend revisions ifany.
h. Supervise the capacity building and change management exercise expected to be provided by the SI to the related staff responsible for implementation of ITS components and also supervise the guidance imparted to the relevant stakeholders to take advantage of MIS for enablingdecision.
i. Knowledge transfer to CTU along with the learning, best practices followed, challenges faced (i.e. managerial, technical and financial) and improvementssuggested.
j. Assessment of capacity building of the staffCTU.
k. Risk Assessment with recommendations to mitigate therisks.
l. Ratify SI plan for withdrawal and post withdrawalsupport.
m. Monitoring the Installation & Commissioning of 150 Nos. of PIS (Passenger Information System) Boards at Bus Queue Shelters (BQS) in Chandigarh city.
n. To review and verify any other IT works as per the requirement of CTU in city bus services.

Evaluation/ Impact Assessment:

With the objective of evaluating the effectiveness of the ITS implementation at CTU, the Consultant shall prepare an impact assessment report. The report should consist of the methodology and performance measures for comparing the pre-implementation scenario with the post- implementation scenario. The report shall provide a roadmap for evaluating the project outcomes through collecting, analyzing and documenting relevant performance indicators. The Consultant shall incorporate a review of project outcomes and compare them to the expected outcomes and baselinedata in its quarterly report.

Deliverables of Monitoring of ITS (Quarterly):

1. Submission of quarterly post-implementation monitoring report should include, but not limited to,following
    a. Performance report of SI
    b. Surveyreport
    c. User manual evaluationreport
    d. Capacity building and change management evaluationreport
    e. Exception report (SLAbreach)
2. Project knowledge transfer document and lessons learned report
3. Quarterly project evaluation report including impact assessmentreport

(ii) Implementation of Open Loop NCMC in city bus services

a) Bid Process Management
b) Preparation of Request for Proposal (RFP) for selection of Partner Bank/Financial Institution for assurance/ Recharge/ Renewal of NCMC cards
c) Technical Evaluation of Bids and issuance of LOA
d) Detailed review report on Design Specification document of new AFCS Software from Existing SI & Partner Bank/Financial Institution.
e) Detailed review report of Software development and configuration of AFCS from Existing SI & Partner Bank/ Financial Institution.
f) Detailed review report on Completion of installation and testing of new AFCS Software from Existing SI & Partner Bank/ Financial Institution.
g) Detailed review report on Completion of operational acceptance testing & Go-Live of NCMC.
h) Performance report of SI & Bank.
i) Survey report.
j) User manual evaluation report.
k) Capacity building and change management evaluation report.
l) Exception report (SLA breach) of SI & Bank

Deliverables of Open loop NCMC Implementation are defined below but not limited to:

1. Submission of quarterly post-implementation monitoring report should include, but not limited to, following
    a. Performance report of SI& Bank
    b. Survey report
    c. User manual evaluation report
    d. Capacity building and change management evaluation report
    e. Exception report (SLA breach) of SI & Bank
2. Project knowledge transfer document and lessons learned report
3. Quarterly project evaluation report including impact assessment report

Part B (For long route bus services)

Thetasksto beundertaken bytheagencytobe hiredhave beenoutlinedinthreestages, namely:

(i) Pre-implementationstage,
(ii) Implementationstageand
(iii) Post-implementationstage

The detailsoftasks,expectedoutputs andscheduleshavebeendiscussedin paragraphsbelow. The prospective Consultant may alsorefer toSystem Integrator RFP document prepared by previous project management consultant for ITS project of city bus services and all availableproject related document & prepare an implementation schedule for each phase of the work inconformitywith the overallproject implementationscheduleoftheproject.

(i) Pre-ImplementationStage:

The Consultant is required to provide key experts as mentioned in the RFP withthe requisite qualification, experience,understanding of bus operations, procurement and subject matter expertise in ITS operations tofurther augment initiative of providing best in class transit services to commuters and a relevantactionand deliveryorientedManagementInformationSystem(MIS).

The scope of the Consultant would include end-to-end Project Management broadly including thetasksmentioned belowandalliedactivities.
TheConsultantshall

a. Develop proper understanding of the project objective after studying all the RFP document issued with respect to ITS by CTU and all available project related document.Special emphasis on the following from the perspective of implementation should begiven:
    - Design,framework,specificationsandreportgeneration
    - Implementationstrategyandsequencingofactivities
    - BillofQuantities(BOQ)
    - SIContract
b. Preparation of RFP/ModifyRFP issued for the city operations as per requirement of the long route operations.
c. Coordinate and take feedback from all concerned stakeholders. Post approval from allstakeholders,incorporate the amendments.
d. Implementation of Open Loop NCMC in long route bus services.
e. Preparation of Request for Proposal (RFP) for selection of Partner Bank/Financial Institution for Issuance/Recharge/Renewal of NCMC cards.
f. Technical Evaluation of Bids and issuance of LOA.

Duringthepre-implementation phasethefollowingtasksneedtobeaccomplishedbythe Consultant:

Task 1: Solution Design Assessment & Project Management Planning for ITS implementation(including MIS)(2Months)

1.1 AssessmentofdesignforITS(includingMIS)inawaythatitmeetstherequirementsofthe Projectandfinalize thesame in consultation withthestakeholders.
1.2 Reviewandsign-offthedetaileddesigndocumentwithclearlydefinedITSsolutions,processes andinfrastructure envisaged fortheproject.
1.3 Review functional requirements of the proposed solution, change management process including development,stagingand productionenvironment.
1.4 Revieworpreparereport(s)onthefollowing:
    a. Architecturedesignspecification
    b. Solutionspecification
    c. Componentdescription
    d. Deploymentplan(takingintoaccountavailableequipmentresources)
    e. Trainingplan
    f. Acceptancetestplan
    g. ServiceLevelAgreement(includingservicelevelparametersformeasuringthe effectivenessofMIS in theITS environment)

h. MISandBusinessCriticalDashboardstoaidefficientoperationsenvironment.

i. Prepare Operations SOP's to ensure management and delivery on predictable levels – theconsultants are expected to map and further detail out the process flows in bus operationsand prepare operations standard operating procedures (SoP) for CTU and are expected toadequatelybudgetfor thisimportantexercise.

j. RiskassessmentfortheproposedITSandRiskMitigationStrategy.

DeliverablesofTask1:

1. Reportshouldinclude,butnotlimitedto,following:
   a. Architecturedesignspecification
   b. Solutionspecification
   c. Componentdescription
   d. Deploymentplan(takingintoaccountavailableequipmentresources)
   e. Dashboardcapabilities
   f. Trainingplan
   g. Acceptancetestplan
   h. Service Level Agreement while implementing the ITS in CTU including the key servicelevel parametersfor measuringthe effectivenessofMIS inITS environment.
   i. MISandBusinessCriticalDashboardstoaidefficientoperationsenvir onment.
   j. StandardOperatingProcedures;evaluationandprocessreengineeringwhereverrequire d.
   k. Riskassessment

2. PreparationofRFPdocumentforproposedITSafterdiscussionwithall thestakeholders

Task-2: Bid Process Management and support required during selection of SystemIntegrator.(2 Months)

2.1 Assist CTU in various stages of tendering process i.e. conducting pre bid conference, reply toqueries during the pre-bid meeting, issue corrigendum, preparing evaluation matrix, evaluatingproposalsreceived,preparingevaluationreportandselectionof theSystemIntegrator.

2.2 To ensure that the technical solution proposed by the selected bidder meets all the requirementsandobjectives definedinthe RFPdocuments.

2.3 Assist CTU to prepare the Contract along with Service Level Agreement (SLA) to be signed withthesuccessfulbidder.TheConsultantwill preparethisinconsultation withallthestakeholders.

DeliverablesofTask2:

1. Bidevaluationmatrix
2. Bidevaluationreport
3. ContractalongwithServicelevelagreementtobesignedwiththeselectedSystemI ntegrator
4. Signingof contract withSI

(ii) ImplementationStage:(8Months)-

In this stage the Consultant shall supervise and monitor as well as provide guidance to CTU Keyactivitiesshallinclude:

a. ProvidingproactiveinputstoCTUaswellastotheSItoensurethatresultsareachieved asper the desired objectives.
b. MonitortheperformanceoftheSIondefined SLAs.
c. Ensurescheduleandprocesscompliancewitheffectiveprojectplanningandmonitoring;
d. Periodicstatusreporting;
e. Riskassessmentwithrecommendationstomitigatetheidentifiedrisks;
f. Resourceutilizationandvariances;
g. Validationofsolutionproposed;
h. Ensure criticalelementsoftheprojectarecovered in theProof-of-Concept(PoC)for technologyand solution validation.
i. Facilitateacceptancetesting;
j. ProvidesuggestionsforBusiness ProcessRe-engineeringwherever required;
k. Review SI's project methodology, project templates, questionnaires and other toolkits thataid in capturing detailed requirements in developing thesolution. Coordinate/arrangeworkshops andinterviews thatneedto beconducted;
l. AssistCTU for certification ofquality assuranceincluding certification ofhardware,software and other related components before commissioning and monitor compliance toservice level agreement for the same. Ensure that only open data sharing standards areused.
m. The Consultant shall give recommendations on training and deployment plans, proposedmigration plan and may include phases (alpha, beta, pilot roll out) before a full-scale rollout. Critical reports such as transition plan; feedback of pilot roll out shall be submitted toCTU.Feedbackfromstakeholdersshallbeincorporatedintothespecificationsandprovidedtothe vendor for implementation.
n. Validatesolutionarchitecturetoensureinteroperability,scalabilityandperformance.
o. Ensurethatthevendorhasaddressedtheissuesofmaintenanceofthesystemsatisfactorily.
p. Ensurethattheprojectlifecycleactivitiesareconductedasperttheprojectplanfinalized withthe SI.
q. Ensure quality of deliverables at each review milestone and advise corrective action as needed
r. Evaluateprojectprogressoncostscheduleandresourceutilization.Advicecorrective actionfor variance in performanceagainstsetstandards.
s. Reviewtheworkingprototypeandfinaldeliveryofthesolution.
t. The Consultant shall advise the SI on evolving the test plan required to meet the outlinedspecifications and SLA. The Consultant shall ensure timely and proper fixing of bug andreport the same. Critical test reports in areas such as scalability, interoperability andperformanceshallbesubmitted.
u. Detailed review report on Design Specification document of AFCS Software from SI &Partner Bank/Financial Institution.
v. Detailed review report of Software development and configuration of AFCS from SI & Partner Bank/Financial Institution.

w. Detailed review report on Completion of installation and testing of AFCS Software from SI & Partner Bank/Financial Institution.

x. Detailed review report on Completion of operational acceptance testing & Go-Live of NCMC.

Deliverablesof ImplementationStage:

1. Reviewreport oftheprototypeof allthemodulesofITS/ MIS
2. Detailreport onworkscarriedoutbysystemintegratorforITSimplementation.
3. Periodicprojectprogressreport
4. Exceptionreport (SLAbreach)
5. Acceptancetestingandqualityassurancecertification

(iii) PostImplementationStage(48 Months)

Thisphaseshallincludepostdeploymentmonitoring,assistCTUtobuildcapacity&enable knowledgetransferfromSystemintegratorandprepareevaluation/impactassessment**(**48Months**)**

PostDeploymentMonitoring&KnowledgeTransfer:

a. TheConsultantshallconductmonthlypostdeploymentreviewstoensurethattheobjectivesoftheproject agreementanddeliveryoftheservicesareasperthe SLA.
b. Implementapostdeploymentassessmentactivityoftheproject
c. Assesseffectivenessoftheprojectdeliverables
d. ReviewtheSLAfortheSIandbringoutthevariancesandoptionstomitigatetheseifnecessary.
e. Monitortheperformanceofthe SIonasper definedSLA
f. The Consultant shall monitor processes and activities to ensure that project deliverablesdeliver the intended benefits
g. Review the various manuals (user manual/maintenance manual/training manual) preparedbythe SIand recommend revisions if any.
h. Supervise the capacity building and change management exercise expected to be providedby the SI to the related staff responsible for implementation of ITS components and alsosupervise the guidance imparted to the relevant stakeholders to take advantage of MIS forenablingdecision.
i. Knowledge transfer to CTU along with the learning, best practices followed, challengesfaced(i.e. managerial,technicalandfinancial)andimprovements suggested.
j. Assessment ofcapacitybuildingofthestaff CTU.
k. RiskAssessmentwithrecommendationstomitigatetherisks.
l. RatifySIplanforwithdrawal andpost withdrawalsupport.

Evaluation/ImpactAssessment:

With the objective of evaluating the effectiveness of the ITS implementation at CTU, theConsultant shall prepare an impact assessment report. The report should consist of the methodologyand performance measures for comparing the pre-implementation scenario with the post-implementation scenario. The report shall provide a roadmap for evaluating the project outcomesthrough collecting, analyzing and documenting relevant performance indicators. The Consultant shallincorporateareviewofproject outcomes andcomparethemtotheexpectedoutcomesandbaselinedatainits quarterlyreport.

DeliverablesofPost-ImplementationStage:

1. Submissionofquarterlypost-implementationmonitoringreportshouldinclude,butnotlimitedto,following
    a. PerformancereportofSI
    b. Surveyreport
    c. Usermanualevaluationreport
    d. Capacitybuildingandchangemanagement evaluationreport
    e. Exceptionreport (SLAbreach)
2. Project knowledgetransferdocument andlessonslearnedreport, Quarterlyprojectevaluationreportincludingimpactassessment report.

3.1 Consultant Team Requirement-

PART A (For City Bus Services)

Sr.No.	Position	Minimum Qualifications	Specific Experience	Nature of Involvement	Onsite Duration
1	Project Manager	Degree in Engineering in Computers/IT/ Electronics discipline or MCA Or Equivalent with MBA/PGDBM	At least 15 years of experience as Project Leader in implementing all aspects of planning, design, implementation, integration and operations of Intelligent Transportation Systems in public transport domain consultancy. In addition to expertise in the transportation operations, the PM should also have an experience in Information Technology and Should have demonstrated analytical skills to analyze and interpret data. Good communication skills in local language and English and good written communication skill in English.	Manage timely delivery of Implementation and Post Implementation stages.	42 Months + 18 Months*

2	ITS Specialist	Degree in Engineering in Computers/IT/ Electronics discipline or MCA Or Equivalent	At least 10 years Progressive experience in similar Intelligent Transportation System (ITS) projects as well as demonstrated Knowledge and credentials in ITS industry.	Entire agreement period including the successful commissioning of all ITS/MIS components, period of operation and providing training to personnel of the client.	42 Months
3	Field Officer	Degree/Diploma in Computers/IT/ Electronics engineering or Equivalent	Atleast 3 years of experience in Field related activities.	Designated to be onsite for entire period of the project. Responsible for all field related activities and reports to the Project Manager.	42 Months

Note:* Key Experts at Sr.No. 1 & 2 above for Part A will also be responsible for Part B scope of work after the selected bidder receive LOA for Part B scope,

PART B (For Long Route Bus Services)

Sr.No.	Position	Minimum Qualifications	Specific Experience	Nature of Involvement	Onsite Duration
1	IT Specialist	Degree in Engineering in Computers/IT/ Electronics discipline or MCA Or Equivalent	Atleast 8 years of experience as IT expert in at least two similar projects – ITS design, Implementation technology and System integration.	Provide expert inputs on deliverables of, Implementation and Post Implementation stages.	15 months (includes only 1st Quarter of post Implementation stage)

2	Procurement Specialist	Degree in Engineering or Master's Degree in Contract Management or equivalent	Atleast 10 years of experience in preparation of tender documents and in carrying out bid process management. Should have experience in ITS-related Procurement and should be capable of understanding and communicating the technical specifications of ITS products (Hardware and software) to the Implementation agency. The expert should have ability to conduct market research, negotiate pricing and establish terms and conditions for services and product maintenance. Experience as per Government Procurement Guidelines of is preferable.	Provide expert inputs on deliverables of Implementation stages	12 months (Implementation phase)
3	Field Officer	Degree/Diploma in Computers/IT/ Electronics engineering or Equivalent	Atleast 3 years of experience in Field related activities.	Designated to be onsite for entire period of the project. Responsible for all field related activities and reports to the Project Manager.	60 Months

Note: The team should have experience and expertise in ITS for Automatic Vehicle Location System (AVLS), Passenger Information Systems (PIS), Automatic Fare Collection System (AFCS) through Electronic Ticketing Machine (ETM) with Smart Travel Card, Automation of Depot activities and Depot Management System (DMS), bus and crew scheduling and planning, fare integration mechanisms, Transit Management System and other ITS relatedmodules. Also the team mentioned above should be available on-site as per the period mentioned in the RFP, failing which

appropriate payment as decided by competent authority will be deducted for the period of absence.

3.2 Project Schedule

PART A (For City Bus Services)

Stage	Months
Post Implementation Phase	**42**

PART B (For Long Route Bus Services)

Stage	Months
Pre Implementation Phase	4
Implementation Phase	8
Post Implementation Phase	48

Note: The Client may extend the contract period beyond the time period mentioned in this tender document on the same terms and conditions based on actual requirement.

S e c t ion – 6

FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

SelectionofConsultingServicesfor Project Management Consultant for: Part A: Monitoring of Intelligent Transportation Systems (ITS) in Chandigarh City Bus Services & Implementation of open loop National Common Mobility Card (NCMC) into its City Bus Operations & Part B: Implementation of Intelligent Transportation System (ITS) in Long Route Bus Services, Chandigarh TransportUndertaking(CTU)

ContractNo. _____

between

_____

Chandigarh Transport Undertaking (CTU)

and

_____

[Name of the Consultant]

Dated: _____

I. Form ofContract

LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Chandigarh Transport Undertaking (CTU)* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinaftercalled the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the"Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in thisContract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of thisContract:

   (a) The General Conditions of Contract;
   (b) The Special Conditions ofContract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: KeyExperts
   AppendixC: Breakdown of Contract Price

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to itsAppendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, inparticular:

   (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract;and
   (b) The Client shall make payments to the Consultant in accordance with the provisions of theContract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **Chandigarh Transport Undertaking (CTU)**

_____

Director Transport
Chandigarh Transport Undertaking (CTU)

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

_____

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

[Add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the followingmeanings:

(a) "Applicable Guidelines" means Guidelines for Selection and Employment of Consultants by Chandigarh Administration.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time totime.

(c) "Client" means the implementing agency that signs the Contract for the Services with the SelectedConsultant.

(d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signedContract.

(e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and theAppendices).

(f) "Day" means a working day unless indicatedotherwise.

(g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC11.

(h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under theContract.

(k) "GCC" means these General Conditions ofContract.

(l) "Government" means the government of the Client'scountry.

(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant'sproposal.

(o) "Currency" means the currency of the Client'scountry.

(p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under theContract.

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both ofthem.

(r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but notover-written.

(s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix Ahereto.

(t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of theContract.

2. Relationship between the Parties

(u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or aSub-consultant.

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsiblefortheServicesperformedbythemorontheirbehalf

		Hereunder.
3.	**Law Governing Contract**	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the ApplicableLaw of client country.
4.	**Language**	4.1. This Contract has been executed in the language specified in the**SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of thisContract.
5.	**Headings**	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6.	**Communications**	6.1. Any communication required orpermitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the**SCC**. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7.	**Location**	7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client mayapprove.
8.	**Authority of Member in Charge**	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from theClient.
9.	**Authorized Representatives**	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the**SCC.**
10.	**Corrupt and Fraudulent Practices**	The Clientrequires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

B. COMMENCEMENT, COMPLETION,MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect thereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the**SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forthherein.

16. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the otherParty.

In cases of substantial modifications or variations, the prior written consent of the Clientisrequired.

17. ForceMajeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" meansan

event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligationshereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment requiredhereunder.

b. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of thisContract.

c. Measures to beTaken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of ForceMajeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon aspossible.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of ForceMajeure.

During the period of their inability to perform the Services as aresultofaneventofForceMajeure,theConsultant, upon

instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services;or

(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 &45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice ofsuspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set upbelow:

a. BytheClient

19.1.1. The Client may terminate this Contract in case ofthe occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred toin
(a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(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 GCC18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any Flaw for the benefit of debtors or go into liquidation or receivership whether compulsory orvoluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC45.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendardays;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate thisContract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under theContract.

b. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of thisClause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment isoverdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendardays.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying suchbreach.

c. Cessation of Rightsand

Upon termination of this Contract pursuant to Clauses GCC12orGCC19hereof, oruponexpirationofthisContract

Obligations

pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the ApplicableLaw.

d. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC28.

e. Payment upon Termination

Upon termination of this Contract, the Client shall make the following payments to theConsultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination;and

(b) inthecaseofterminationpursuanttoparagraphs(d)and (e) Of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of theExperts.

C. OBLIGATIONS OF THECONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

TheConsultantshallemployandprovidesuchqualifiedand

experienced Experts and Sub-consultants as are required to carry out the Services.

The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for theServices.

b. Law Applicable to Services

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the ApplicableLaw.

Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's countrywhen

(a) as a matter of law or official regulations, the Client'scountry prohibits commercial relations with that country; or

The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporateinterests.

21. Conflict of Interests

a. Consultant Not to Benefit from Commissions, Discounts,etc.

The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additionalpayment.

Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall complywith

the Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the**SCC**.

c. Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under thisContract.

d. Strict Duty to Disclose Conflicting Activities

The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client,the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, ifany, setforth inthe **SCC**, the Consultant's liability under this Contract shall be provided by the ApplicableLaw.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the currentpremiums

therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes andcosts.

The Consultant shall permit and shall cause its Sub- consultants to permit, the Clientand/or persons appointed by the Clientto inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Clientif requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.

26. Reporting Obligation s

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of theClient.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software,theConsultantshallobtaintheClient'spriorwrittenapproval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

30. Replacement of Key Experts

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants

shall possess better qualifications and experience and shall be acceptable to the Client.

The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of suchExperts.

E. OBLIGATIONS OF THECLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best effortsto:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform theServices.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under theContract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligibledependents.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client'scountry.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of theServices.

(f) Provide to the Consultant any such other assistance as may be specified in the**SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes andDuties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

36. Counterpart Personnel

The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon suchrequest.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. ContractPrice

38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **AppendixC**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **AppendixA**.

39. Taxes and Duties

39.1The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the**SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of theConsultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currencyof theContract.

41. Mode of Billing and Payment

The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC38.1.

The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the**SCC**.

*The Lump-Sum Installment Payments.*The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Clientshall

provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptlymake any necessary corrections, and thereafter the foregoing process shall berepeated.

The Final Payment.The finalpaymentunder this Clause shall be made only after the final report l have been submitted by the Consultant and approved as satisfactory by the Client.The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Clientwithin ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report.The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. All payments under this Contract shall be made to the accounts of the Consultant specified in the**SCC**.

With the exception of the final payment under above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligationshereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the**SCC.**

G. FAIRNESS AND GOODFAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of thisContract.

H. SETTLEMENT OFDISPUTES

44. Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutualconsultation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writingwithinfourteen(14)daysafterreceipt.IfthatPartyfailsto

respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the**SCC**.

II. Special Conditions ofContract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with the lawof** Republic of India.
4.1	**The language is : English**
6.1 and 6.2	**The addresses are:** Client :*Chandigarh Transport Undertaking (CTU)* Plot No. 701, Industrial Area Phase- I Chandigarh.160002 Telephone- 0172-26 E-mail (where permitted): directorctuchd@gmail.com Consultant :_____ _____ E-mail_____
8.1	*[If the Consultant consists only of one entity, state "N/A"; OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is** _____ _____*[insert name of themember]*
9.1	**The Authorized Representatives are:** **For the Client:***Divisional Manager cumDirector Transport, Chandigarh Transport Undertaking(CTU)]* **For the Consultant:** *[name,title]*_____
11.1	*Effectiveness of the contract- After the Supplier shall, within fourteen (14) days of the notification of Contract award, provide a performance security at the rate 5 % of the total contract price value for the entire contract period plus four (4) months.*

12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be 1 month (30 days)**.
13.1	**Commencement of Services:** **The number of days shall be 15 days**. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each KeyExpert.
14.1	**Expiration of Contract:** **PART A** **The time period shall be** 42 months. **PART B** **The time period shall be** 60 months.
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes

23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Client:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to theClient:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds three times the total value of theContract;** **(b) This limitation of liability shallnot** **(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** ***(ii)* be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the** *[insert "***Applicable Law***", if it is the law of the Client's country, or insert "***applicable law in the Client's country***", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client'scountry].* *[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client prior toaccepting any changes to what was included in the issued RFP.*

24.1	**The insurance coverage against the risks shall be as follows:** (a) Professional liability insurance, with a minimum coverage of equivalent ContractAmount; **(b)** Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the **MOTOR VEHICLES ACT,1988** **(c)** Third Party liability insurance, with a minimum coverage in accordance with the **WORKSMEN COMPENSATION ACT,1923** (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) theConsultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of theServices.
27.1	*Not Applicable*
27.2	**The Consultant shall not use documents and software for purposes unrelated to this Contract without the prior written approval of the Client**.

32.1 **(a) through (e)**	**The client shall provide assistance on Clause GCC 32.1. (a) only.**
38.1	**The Contractprice is:**_____*[insert amount and currency for each currency as applicable]* **exclusive of Taxes.**
39.1 and 39.2	**NA**

41	**The payment schedule:** **PART A** **S. No.** | **Milestone** | **Time Frame (T1 i.e. Date of Signing of Contract for Part A)** | **Payment (%)** 1. | Approval of all Deliverables of Post- Implementation Phase **(Quarterly)** | T1 + 3, T1+6, T1+9, T1+12 .. .. T1+42 Months | 7 7 7 7 9

PART B

S. No.	Milestone	Time Frame (T2 i.e. Date of Signing of Contract for Part B)	Payment (%)
1.	Approval & acceptance of deliverable Task 1 of Pre-Implementation Stage	T2+2 Months	4%
2.	Approval & acceptance of deliverable Task 2 of Pre-Implementation Stage	T2+4 Months	4%
3.	Approval & acceptance of all deliverables of Implementation Stage	T2+12 Months	12%
4.	Approval of all Deliverables of Post- Implementation Phase **(Quarterly)**	T2 + 15, T2+18, T2+21, T2+24 .. .. T2+60 Months	5% 5% 5% 5% 5%

Note: The payments for the Part A and Part B will be done separately as per their respective deliverables.

42	**The interest rate is**: Nil
45.1	Any dispute between the Purchaser and a Supplier arising in connection with the present Contract shall be referred to arbitration in accordance with the laws of the Purchaser's country. A single arbitrator i.e. Transport Secretary, Chandigarh Administration, U.T. Chandigarh will be responsible for the arbitration process. The arbitration will occur in Chandigarh. In case of non-settlement as above, the arbitration Act will apply.

III. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 5(Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5of theRFP]

…….

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

…….

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

*"*The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract'snegotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materiallyincomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of thisContract*."]*

Model Form I
Breakdown of Agreed
Fixed Rates in Consultant's
Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Agreed Fixed Rate per Working Month/Day/Hour
Office							

1 Expressed as percentage of1

2 Expressed as percentage of4

* If more than one currency, add atable

Signature Date

Name andTitle: _____