



**RFP No. SCADL\_RFP\_23-24\_02**

**Request for Proposal**

**For**

**Appointment of Consultant for designing and  
developing the roadmap for setting up an urban  
observatory in Ahmedabad**

**Smart City Ahmedabad Development Limited**

**Command and Control Centre, Opp. Divan Ballubhai School,**

**Nr. Sanskar Kendra, Paldi, Ahmedabad-380007**

**Phone: 079 26587895**

**Email: smartcity@ahmedabadcity.gov.in, [scadl.amc@gmail.com](mailto:scadl.amc@gmail.com)**

**Date: 29 February 2024**

## **1. Requirement of RFP**

- Accessing/ Purchasing of the RFP documents
  - It is mandatory for all the Bidders to have class-III digital Signature Certificate (DSC) (in the name of Authorized Signatory/Firm or Organization/Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of the Client
  - Registration with e-procurement portal should be valid at least up to date of submission of Proposal.

## **2. Disclaimer**

The information contained in this Request for Proposal document (hereinafter referred to as “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Smart City Ahmedabad Development Limited (hereinafter referred to as “SCADL”), (the “Authority” or the “Client”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by AUTHORITY in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the client, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Client, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

Client also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that Client is bound to select a Bidder or to appoint the Selected Bidder, as the case may be and the client reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the client or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

### 3. Notice Inviting Tender

Date: 29 February 2024

Tender No. SCADL\_RFP\_23-24\_02

To,

**Sub: Appointment of Consultant for designing and developing the roadmap for setting up an urban observatory in Ahmedabad**

Ma'am/ Sir,

Smart City Ahmedabad Development Limited (SCADL) is pleased to invite you to participate in the Bidding Process for the following work

State	Name of Work
Gujarat	Appointment of Consultant for designing and developing the roadmap for setting up an urban observatory in Ahmedabad

The complete RFP document can be viewed/downloaded from [www.tender.nprocure.com](http://www.tender.nprocure.com) from 29 February 2024 to 20 March 2024 up to 17:00hrs. RFP document must be submitted online only at [www.tender.nprocure.com](http://www.tender.nprocure.com) on or before 20 March 2024 up to 17:00 hrs. IST. Offers received beyond the specified date & time shall not be entertained and this office shall not be responsible for any delay in receipt or loss of documents sent by post/courier etc.

Note that client reserves the right to accept or reject all or any of the Proposal without assigning any reason whatsoever. It is stated that bidder, consultant or consulting firm or applicant are interchangeable terms and carry the same meaning, i.e., prospective consultant for the project.

The client shall, for any reason, issue any addendum or corrigendum on [www.tender.nprocure.com](http://www.tender.nprocure.com), bidders are advised to go to this link frequently for updation about this RFP.

We look forward to your participation and Professional Services.

**Signatory**

## Contents

<b>1. Requirement of RFP</b>	2
<b>2. Disclaimer</b>	3
<b>3. Notice Inviting Tender</b>	5
<b>4. Definitions</b>	9
<b>5. Data Sheet</b>	10
<b>6. Instructions to the bidder</b>	13
6.1. Introduction	13
6.2. Brief description of bidding process	14
6.3. Clarification	15
6.4. Payment Terms	15
6.5. Clarification	16
6.6. Ownership of Documents	16
6.7. Payment of Fees	16
6.7.1. Tender fee	16
6.7.2. EMD/ Bid Security	16
6.8. Test of Responsiveness	16
6.9. Conflict of interest	17
6.10. Force Majeure	18
6.11. Performance Security	18
6.12. Eligibility of Applicants	19
<b>7. Minimum Eligibility Criteria</b>	19
<b>8. Technical Qualification Criteria</b>	20
<b>9. Preparation of Proposals</b>	21
9.1. Technical Proposal	21
9.2. Financial Proposal	22
<b>10. Submission, Receipt and Opening of Proposals</b>	24
10.1. Bidding process	24
10.2. Format and Signing of bid	24
10.3. Submission details	24

10.4.	Opening of bids.....	25
<b>11.</b>	<b>Proposal Evaluation .....</b>	<b>26</b>
11.1.	Technical evaluation .....	26
11.2.	Financial evaluation.....	26
11.3.	Weightage of technical and financial bid .....	26
<b>12.</b>	<b>Negotiations .....</b>	<b>27</b>
<b>13.</b>	<b>Award of contract.....</b>	<b>27</b>
<b>14.</b>	<b>Confidentiality.....</b>	<b>28</b>
<b>15.</b>	<b>Proprietary Data.....</b>	<b>28</b>
	<b>Terms of Reference .....</b>	<b>29</b>
<b>16.</b>	<b>Project background .....</b>	<b>30</b>
<b>17.</b>	<b>Scope of work.....</b>	<b>30</b>
<b>18.</b>	<b>Team Composition.....</b>	<b>31</b>
	CV of all core team members to be provided as per the format of RFP.....	31
<b>19.</b>	<b>Payment of invoice.....</b>	<b>35</b>
19.1.	Schedule.....	35
19.2.	Payment Terms.....	35
19.3.	Currency .....	35
19.4.	Out of pocket expenses .....	35
<b>20.</b>	<b>Responsibilities of Authority.....</b>	<b>36</b>
	<b>Annexures – Technical Proposal .....</b>	<b>37</b>
21.	Technical Proposal Submission Form.....	38
22.	Power of Attorney.....	42
23.	Consultant’s Experience .....	44
<b>24.</b>	<b>Comments on the ToR.....</b>	<b>45</b>
25.	Curriculum Vitae of Core Team Members .....	46
	<b>Annexures – Financial Proposal.....</b>	<b>48</b>
26.	Financial Proposal Submission Forms.....	49
27.	Form (A) – Man month rate .....	50
28.	Form (B) – Out of pocket expenses .....	51
29.	Form (C) – Summary of Financial Proposal .....	52
	<b>Annexures – General Conditions of Contract.....</b>	<b>53</b>

30. General Provisions .....	54
Particular Conditions of Contract .....	70



## 4. Definitions

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

1. “Authority” or “Client” shall mean Smart City Ahmedabad Development Limited
2. “Agreement” or “Contract” means the document signed by the Authority and the bidder that incorporates any final corrections or modifications to the Tender and is the Legal document binding both the parties and conditions of the Contract.
3. “Applicant” refers to a single entity
4. “Bid” or “Proposal” means the complete bidding document submitted by the bidder to the Client and shall include any corrections, addenda and modifications made therein.
5. “Bidder” shall mean an Applicant or a member of Consortium which is either a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract.
6. “Contract Period” shall mean entire term of the contract and any extension thereof
7. “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
8. “Government” shall mean the Government of Gujarat.
9. “Local Language” means the language declared by the concerned State Government as their official language.
10. “Financial Proposal” means the total value of services and supplies as covered under this Tender and agreed upon by the Tendered and the Bidder.
11. “Preferred Bidder” means the Bidder scoring the highest marks based on the total of technical and financial score

## 5. Data Sheet

Sr. no.	Particulars	Details
1.	Authority/ Client	Smart City Ahmedabad Development Ltd.
2.	Name of Tender/ Assignment	Appointment of Consultant for designing and developing the roadmap for setting up an urban observatory in Ahmedabad
3.	RFP No. and Date of availability of RFP	SCADL_RFP_23-24_02 Dt: 29/02/2024
4.	Submission of Pre-bid queries	To be sent 2 days before the pre bid meeting in word format via email
5.	Pre-bid meeting	7 March 2024, 04:00 PM Address : Smart City Command and Control Center, Conference Room, Ground Floor, Opp. Diwan Ballubhai School, NID Junction, Paldi, Ahmedabad – 380007.
6.	Response to pre-bid queries	Will be uploaded on the portal <a href="http://www.tender.nprocure.com">www.tender.nprocure.com</a>
7.	Procurement process	Single stage, two packet system
8.	Online Proposal Due Date	20 March 2024 by 17:00 hrs (Copy of tender fee and EMD to be also submitted on the portal along with the financial proposal)
9.	Physical submission due date	20 March 2024 by 18:00 hrs

Sr. no.	Particulars	Details
		(Tender fee, EMD and technical proposal to be submitted in hard copy via courier/ RPAD/ Speed Post/by hand)
10.	Technical Proposal Opening Date	20 March 2024 at 18.30 hrs
11.	Technical Presentation	5 April 2024 from 1200 hrs onwards  In case of change, the bidders who fulfil the Minimum Eligibility criteria will be communicated via email
12.	Financial Proposal Opening	To be communicated later to the technically qualified bidders.  Non-qualified bidders will be communicated about not meeting the minimum technical qualification score
13.	Letter of Award	2 weeks from identification of Preferred Bidder
14.	Signing of Agreement	2 weeks from issue of Letter of Award
15.	Team Deployment	3 weeks from issue of Letter of Award
16.	Tender Fee	INR 15,000 (fifteen thousand rupees) in the form of a demand draft in the favor of “Smart City Ahmedabad Development Ltd.”  (To be submitted in hard copy by the date of submission of proposal)

Sr. no.	Particulars	Details
17.	EMD/ Bid Security	INR 3,00,000 (three lakh rupees) in the form of a Demand Draft or Bank Guarantee in the favor of “Smart City Ahmedabad Development Ltd.”  (To be submitted in hard copy by the date of submission of proposal)
18.	Contact details	smartcity@ahmedabadcity.gov.in, scadl.amc@gmail.com
19.	Relevant website/ portal	www.tender.nprocure.com
20.	Method of Selection	QCBS (80:20)
21.	Bid Validity period	180 days
22.	Jurisdiction of Court	Gujarat

Note: In case of a holiday (central/ state), a particular activity will then be carried out on the next working day.

## 6. Instructions to the bidder

### 6.1. Introduction

- The Authority will select a bidder (the “Consultant”), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that client’s decisions are without any right of appeal whatsoever.
- The Applicants are invited to submit Technical, and Financial Proposals (collectively called as “the Proposal” or the “Bid”), as specified in the data sheet, for the services required for the Assignment. The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the services in accordance with the Scope of work of this RFP.
- The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the “Contract”).
- Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.
- The Client will timely provide, the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/ information furnished or to be provided later by the Client and/ or any of his consultants.
- The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.

- It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and during the performance of services pursuant to the Contract. In pursuance of this policy, the Client:
  - will reject any Applicant or a Proposal for award if it determines that such Applicant (whether recommended for award or not) has any "Conflict of Interest" as defined in the RFP and, without prejudice to the generality of the foregoing, if the Consultant is engaged in "Prohibited Practices"
  - will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time it determines that the Applicant has any conflict of Interest as defined in the RFP, without prejudice to the generality of the foregoing, if the Consultant is engaged in "Prohibited Practices" defined in the RFP
- In the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of this RFP, it would not be eligible to submit a Proposal
- All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of this RFP, it would not be eligible to submit a Proposal either by itself or as part of a Consortium

## **6.2. Brief description of bidding process**

- The client has adopted a single stage two packet bidding process for Appointment of Consultant for designing and developing the roadmap for setting up an urban observatory in Ahmedabad. This will comprise technical and financial proposals. The process involves the consultant to be responsive to the bid and clearing the eligibility requirement. Those consultants whose bids are responsive and meet the minimum eligibility criteria will be further evaluated based on the technical evaluation criteria. The evaluation criteria include marking for technical eligibility parameters, approach & methodology, team composition of consultant and Presentation to the client based on the scope of work mentioned in the RFP. This will determine the technical score (St) of the consultant. Bidders scoring at least 70% out

of the total 100 marks of the technical criteria will be eligible for opening of the financial proposal.

- The consultant will submit their financial offer for the said work in the format provided in the document. The Financial Score (Sf) of the consultant will be decided as per the section “Financial Evaluation”
- Combined score (S) is the total of Technical (St) and financial score (Sf) which will be calculated as detailed in section “Weightage of technical and financial bid”. The bidder achieving the highest combined score (S) will be considered to be the successful bidder

### **6.3. Clarification**

- Consultant may seek clarification on this RFP document until 15 March 2024 5 pm. Request for clarification must be sent by standard electronic means to:

smartcity@ahmedabadcity.gov.in,

scadl.amc@gmail.com

- The Client shall conduct a pre-bid meeting on the date as specified in the Data sheet. The client will try to respond to the request for clarifications within three (3) days after the pre-bid meeting. Request for clarification received by the Client after the deadline date will not be considered. The client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging client to respond to any question or to provide any clarification.
- At any time before the last date for submission of Proposals (“Proposal Due Date” or “PDD”), the client may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify the RFP documents by issuing an addendum. Any addendum issued hereunder will be posted on the [www.nprocure.com](http://www.nprocure.com) & Client’s Website [www.ahmedabadcity.gov.in](http://www.ahmedabadcity.gov.in) & [www.smartcityahmedabad.com](http://www.smartcityahmedabad.com) and the Applicants will not be given any individual notice. The Client may at its discretion extend the PDD.

### **6.4. Payment Terms**

The Consultant shall receive payment in accordance with the provisions of the Standard Form of Contract as specified in this RFP. All payments to the Consultant shall be made in Indian Rupees (INR) in accordance with the provisions of this RFP

## **6.5. Clarification**

After submission of the deliverables by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of Client within five (5) working days of such clarification being sought by the Client without any extra charge.

## **6.6. Ownership of Documents**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies as per the Scope of work. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

## **6.7. Payment of Fees**

### **6.7.1. Tender fee**

The Bid shall be accompanied by a tender fee of INR 15,000 in the form of a demand draft from a nationalized/ scheduled bank. Proposals unaccompanied with the aforesaid RFP Processing fee shall be rejected by the client. Tender fee is non-refundable

### **6.7.2. EMD/ Bid Security**

The Bid shall be accompanied by a tender fee of INR 3,00,000 in the form of a Bank Guarantee from a nationalized/ scheduled bank. Proposals unaccompanied with the aforesaid RFP Processing fee shall be rejected by the client.

## **6.8. Test of Responsiveness**

Prior to evaluation of proposal, Authority shall determine whether each proposal is responsive to the requirements of the RFP as below:

- Proposal must be submitted online only through [www.tender.nprocure.com](http://www.tender.nprocure.com) using the digital signature of authorized representative of the Bidder on or before 20 March 2024 by 1700 hrs
- Technical Proposal along with the tender fee and EMD should be submitted in hard copy on or before the due date of submission as per the Data Sheet
- Financial proposal along with a copy of tender fee and EMD should be submitted online on or before the due date of submission as per the Data Sheet



- Financial proposal will be submitted as per format of the Annexure – Financial Proposal

## **6.9. Conflict of interest**

The consultant shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any bidder found to have a Conflict of Interest shall be disqualified. The consultant shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- the consulting firm or its Member or Associate (or any constituent thereof) and any other consulting firm or its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of consulting firm or its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such consulting firm or its Member or Associate, as the case may be), in the other consulting firm or its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- a constituent of such consulting firm is also a constituent of another consulting firm or
- such consulting firm, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other consulting firm or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- such consulting firm has the same legal representative for purposes of this bid as any other consulting firm; or
- such consulting firm or any Associate thereof has a relationship with another consulting firm or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the bid of either or each other.

#### **6.10. Force Majeure**

- "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except when such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

#### **6.11. Performance Security**

- Performance Security equivalent to 5% of the total cost of the Financial Proposal shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFP/ contract. This should be submitted within 4 weeks of signing of contract. Failure to do so, will tender the bid rejected.
- Payment will only be paid to the Consultant once the PBG is received and accepted by the Client
- For the successful bidder the Performance Security shall be retained by the Client until the completion of the assignment by the Consultant. It will be released 180 (one hundred and eighty) days after the completion of the assignment.
- In the event the Consultant is a joint venture/ consortium, the Performance Security may be provided by lead Member; provided that such Performance Security shall mention the details of this Contract and the other Members.

## 6.12. Eligibility of Applicants

- The Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin
- An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise
- Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

## 7. Minimum Eligibility Criteria

Only Responsive bids will be evaluated for “Minimum Eligibility Criteria”

Consultants have to meet all the minimum eligibility criteria set out in this clause to be eligible for evaluation.

- a) The Consultant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms. No consortium/ JV is allowed.
- b) The Consultant must **have a minimum annual turnover of INR 500 crore during each of the last three (3) years ending on 31st March 2023** from India operations. The same shall be demonstrated by submitting Audited financial statements for the last three (3) years. In case of consortium, this condition is applicable on the lead member.
- c) The Consultant should **have at least one (01) completed / ongoing** consulting projects related to **data-based interventions in Urban Observatory / urban planning / urban local body governance in past five (5) years.**
- d) The Consultant should have at **least two (02) completed/ongoing consulting projects in developing and urban strategy/vision/planning / PMU worth 5 crore** in last 5 years for Government organizations/ departments or public sector organizations.

- e) The Consultant should not have been blacklisted / debarred/ terminated by any Government entity / Statutory Body / PSU entity and Funding Agencies as on date of submission. The Consultant shall submit self-attested undertaking on letterhead. In case of consortium, this condition is applicable on all the members of the consortium.

Note:

- The projects mentioned by the bidder will not be considered in the absence of the documentary evidence as stated above
- Only those bidders will be technically evaluated which meet the Minimum Eligibility Criteria

## 8. Technical Qualification Criteria

The evaluation committee (“Evaluation Committee”) appointed by the client will carry out the technical evaluation of proposals on the basis of the following evaluation criteria and point system. Each evaluated proposal will be given a technical score (St) as detailed below. The Maximum Points/marks to be given under each of the evaluation criteria are:

#	Criteria	Marks
<b>A</b>	<b>Technical Capability</b>	<b>25</b>
A1	Experience to demonstrate planning of projects in urban sector for Central or State Government Departments / Smart City SPVs/ Multilaterals and other donor agencies in last 10 years with project consultancy fee of at least INR 5 Cr per assignment. Completed and Ongoing projects are allowed 2.5 marks per project – Max 10 marks	10
A2	Demonstrated experience in working with cities in developing city-level data governance strategies or city data policies in last 5 years Completed and Ongoing projects are allowed  5 marks per project tasked with developing data governance strategy/city data policy – Max 10 marks	10
A3	Experience in working in Gujarat in urban sector in last 5 years . Completed and Ongoing projects are allowed 1 marks per qualifying project – Max marks	5
<b>B</b>	<b>Team Composition &amp; Competence</b>	<b>35</b>
	<ul style="list-style-type: none"> <li>• Strategy Expert - 1 position, max up to 8 marks.</li> <li>• Project manager cum Team leader – 1 position, max up to 7 marks.</li> <li>• Urban management expert Expert – 1 position, max up to 5 marks.</li> <li>• Institutional development and Capacity building expert – 1 position, max 5 marks</li> <li>• Support team – 5 position, 2 marks each, max up to 10</li> </ul>	
<b>D</b>	<b>Approach &amp; Methodology</b>	<b>10</b>

	<ul style="list-style-type: none"> <li>• Understanding of assignment</li> <li>• Proposed approach and methodology</li> </ul>	
<b>C</b>	<b>Detailed Technical Presentation</b>	<b>30</b>
	<ul style="list-style-type: none"> <li>• Consultant's understanding of the assignment</li> <li>• Proposed approach, solutions, appreciation of requirements, and suggestions.</li> <li>• Detailed work plan, project delivery approach, task-wise breakdown for execution of the assignment.</li> <li>• Any other information relevant to the project scope</li> </ul>	
<b>Total</b>		<b>100</b>

- A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score.
- The Client will notify the Applicants who secure the qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, or electronic mail in the name of the Authorized Signatory

## 9. Preparation of Proposals

### 9.1. Technical Proposal

- Consultants are requested to submit their proposal in English Language only. Any document such as work order, agreement if available in local vernacular should be substantiated by its English Translation duly attested by the Authorized Signatory. For the purpose of evaluation, the English version will be referred to
- In preparing their proposal, Consultants are expected to thoroughly examine the RFP Document, Material deficiencies in providing the information requested may result in rejection of a proposal.
- Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will

be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

- The Technical Proposal should provide the following information using the attached Standard forms & Annexures as mentioned in the RFP
    - Core staff & Additional Staff, composition and key attributes per requirements
    - Curriculum Vitae (CV) signed by the proposed staff or any authorized official of the Applicant (maximum 7 pages – double sided) for each core staff member
    - Project Experience
    - Comments and suggestions from the bidder
    - In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignments of AMC for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event.
    - For sake of bidding uniformity and transparency, the Consultant must use the minimum specified personnel classifications/categories and durations for core staff. The actual staffing may vary depending on the scope of work for each year. The Client reserves the right to change or modify the core and additional personnel at any time.
    - If any core staff proposed is not a permanent employee of the Applicant, a certificate from the core staff must be furnished mentioning his/her availability for the project.
- Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.
- Technical proposal should be submitted at the office of the Authority before the submission date as specified in the Data Sheet
  - The Technical proposal shall not include any financial information. Disclosure of financial information in technical proposal will render the bid disqualified

## **9.2. Financial Proposal**

- While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes excluding GST

associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

- All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- Any cost associated with travel outside of Ahmedabad/ Gandhinagar will be borne by the client. In case the Consultant incurs this cost, the same will be reimbursed by the client on actual to the Consultant. Any claim for out-of-pocket expenses will be substantiated by original/ true copy of the invoice, attested by the Authorized signatory.
- The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this

period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

## **10. Submission, Receipt and Opening of Proposals**

### **10.1. Bidding process**

- It is mandatory for all applicants to have Class-III digital signature certificate (with both Signing and Encryption Certificate) from any of the licensed certifying agency (“CAs”) {Applicants can see the list of licensed CAs from the link for the link [www.cca.gov.in](http://www.cca.gov.in)} to participate in e-tendering.
- To participate in the submission of Bids against the RFP, it is mandatory for the Bidders to get themselves registered with [www.tender.nprocure.com](http://www.tender.nprocure.com) and to have user ID & password which has to be obtained by submitting an annual registration charge.
- If the Applicant has already registered with the [www.tender.nprocure.com](http://www.tender.nprocure.com) and validity of registration has not expired, then such Applicant does not require fresh registration

### **10.2. Format and Signing of bid**

- The Bidder shall provide all the information sought under this RFP. Authority will evaluate only those Bids those are received in the required formats and complete in all respects
- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder with initial on each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

### **10.3. Submission details**

- Technical proposal along with the tender fee and EMD should be submitted to the office of the Authority before the submission date/ due date as specified in the data sheet.
- Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time and project name
- Envelope 1 - Bid Security / EMD and Tender fee in a separate sealed envelope superscripted with for <<Name of the tender>>.



- Envelope 2 – Technical Proposal in a separate sealed envelope superscripted with for <<Name of the tender>>.
- Envelopes 1 and 2 should be placed in envelope - 3 clearly marked as “Proposal for <<Name of the tender>>” and Bidder’s name.

Financial proposal (as per the Annexure) along with a copy of tender fee and EMD shall be uploaded online on the portal before the submission date/ due date as mentioned in the Data Sheet. Financial proposal should not be submitted with the Technical proposal. This will lead to disqualification or rejection of bid.

#### **10.4. Opening of bids**

- This will be two stage process. Online Technical proposal would be opened on the date specified in the Data Sheet. Further the client will open the financial proposal of the Applicants who are qualified in technical evaluation (those fulfilling the eligibility criteria) on the date advised to all qualified bidders.
- The Financial Proposals will be opened publicly in the presence of Applicants’ representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. This will be applicable also in the case where the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of

Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.

- No proposal shall be accepted after the closing time for submission of Proposals

## **11. Proposal Evaluation**

### **11.1. Technical evaluation**

- As part of the evaluation the Technical Proposal submission for Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in detail in accordance with the criteria set out in this RFP document. Based on the technical factors, each consultant would be assigned a technical score out of 100. Based on their ranking in technical score, consultants scoring more than 70% are eligible for financial evaluation.

### **11.2. Financial evaluation**

- The Price bids of only technically qualified bidders would be opened for further consideration. The consultant (L1) who has quoted the lowest price will be given a score of 100. The consultants will be allotted score relative to the score of L1, which will be as below:

$$Sf = 100 \times FL/F$$

Where: Sf = The financial score of the Financial Proposal being evaluated

FL = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

### **11.3. Weightage of technical and financial bid**

- The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage.
- The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.
- Bidders shall be ranked in order of their overall technical score out of 100 marks. In case, the final scores are tied for any position, then the bidder securing higher marks in technical evaluation will be ranked higher and will be called for negotiation. In case if their technical

score is also tied, then the bidder scoring more in Approach & Methodology and Technical Presentation will be selected as the Preferred Bidder

## **12. Negotiations**

- Negotiations will be held at the bid submission address as mentioned in the clause above of this document. For avoidance of doubt, it is hereby clarified that the Applicants shall be deemed to have accepted the terms and conditions contained Standard form of Contract and accordingly, there will be no negotiations regarding the same.
- Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the ToR. Agreement must then be reached on the final ToRs, staffing and reporting. Then financial negotiations will be carried out.
- After successful negotiations with the first ranked bidder, Authority shall issue Letter of Award (LOA) to the first ranked bidder for carrying out the assignment. If negotiations do not reach any conclusions and the first ranked bidder withdraws his proposal, AUTHORITY may then call the second ranked bidder for negotiations.
- The Client will notify Applicants who fail to meet minimum eligibility criteria about the same and return their Financial Proposals unopened after completing the selection process.
- No information on the evaluation and ranking of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. Any consultant who tries to influence the evaluation, ranking or contract, will be liable to be rejected

## **13. Award of contract**

- After negotiation in accordance with the Clause above or otherwise and final selection of consultant, a Letter of Award (the "LOA") shall be issued, in duplicate, by AUTHORITY to the Selected Applicant and the Selected Applicant shall, within 14 (fourteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.

- After acknowledgment of the LOA as aforesaid by the Selected Applicant, it shall execute the Contract within a period of fourteen (fourteen) days from the date of issuance of the LOA. For the avoidance of doubt, it is clarified that the Selected Applicant shall not be entitled to seek any deviation in the Contract.
- After execution of the Contract with the selected Applicant, the Client shall promptly notify the other Applicants and return the Bid Security of such Applicants.
- The Consultant is expected to commence the Services on the date not later than 3 weeks from the date of signing of the Contract or on the date as decided with mutual consent of both the parties (i.e., Client and Consultant).

## **14. Confidentiality**

- Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

## **15. Proprietary Data**

- All documents and other information provided by AUTHORITY or submitted by an Applicant to AUTHORITY shall remain or become the property of the AUTHORITY. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential.
- AUTHORITY will not return any Proposal or any information related thereto.
- All information collected, analyzed, processed or in whatever manner provided by the Consultant to the AUTHORITY in relation to the Consultancy shall be the property of the AUTHORITY.

## **Terms of Reference**

## 16. Project background

- The Ahmedabad Municipal Corporation (AMC) is the governing body responsible for the administration and development of the city of Ahmedabad in the state of Gujarat, India. Established to cater to the growing needs of the urban population, the AMC plays a crucial role in providing essential civic services and infrastructure to the residents of Ahmedabad. The corporation oversees various aspects of city governance, including urban planning, public health, sanitation, water supply, waste management, and education. AMC is headed by the Municipal Commissioner, and the city is divided into several administrative zones and wards for efficient governance. The corporation is actively involved in urban development projects, maintaining public amenities, and implementing policies to enhance the overall quality of life for the residents of Ahmedabad. Civic engagement and community participation are key components of AMC's initiatives, ensuring that the city evolves in a sustainable and inclusive manner.
- In contemporary urban contexts, city administrations are posed with a multitude of evolving challenges in diverse sectors like transportation, infrastructure, housing, energy, crime, social service, healthcare etc. By tackling emerging challenges in these areas, cities are continuously thriving to improve the quality of life and be at the forefront on metrics related to liveability, workability, and sustainability. Seeking more efficient methods to track and solve for urban challenges, various technological interventions to develop smart solutions have been implemented in the smart cities as a part of the Smart Cities Mission, ranging from citizen service applications to Internet of Things (IoT) applications (like Intelligent Traffic Management Systems, etc.). The amalgamation of technology and digitization with the operations of the city administration has resulted in a plethora of data being created and stored at various departments and institutions within the city. The quantum of analytical insights that can be generated through extensive studies and analysis of the complete data ecosystem in the city can only be enabled through the existence of a central hub for data - a central data repository, that is capable of advanced analytics.
- In view of the above, to fortify the city's data ecosystem and governance in Ahmedabad, the Ahmedabad Municipal Corporation proposes to establish an Urban Observatory in Ahmedabad which would serve as a central data repository and an enabler of data-based governance in the city.

## 17. Scope of work

The main objective is to **develop a strategy and roadmap for setting up an urban observatory with a robust data governance structure**, thereby contributing to data-informed decision making in the city of Ahmedabad.

This proposal is divided in two phases. The tasks to be carried out by the consultant under each phase in order to accomplish the objectives, are mentioned below:

### 1. Formulating strategic blue print for the urban observatory ( 3 months)

The key task will include -

- Assessment of the existing digital infrastructure and solutions, resources, systems, and services, including data available at the ICCD of Smart City Ahmedabad Development Limited (SCADL), towards leveraging its support for the proposed urban observatory.
- Assessment of the local capacity in urban data management (quality of information infrastructure, monitoring capacity, among others), identifying gaps and challenges and proposing strategies to overcome.
- Assessment of existing data maturity of AMC and other relevant stakeholders
- Research and review of global, national and state/city urban observatories-composition, activities, functions, best practices, etc., to identify gap and challenges
- Benchmarking with similar organization in terms of objectives and goals , institutional structure , operating model
- Developing a strategic blueprint and outlining the vision, mission, objectives and goals for the urban observatory

### **Developing target operating model and action plan for establishing the urban observatory (3 months)**

The key task will include -

- Developing the target operating model including but not limited to Identifying sectors, stakeholders, organizational and institutional mechanism, governance structure etc.
- Developing action plan and implementation plan for establishing, operating and maintenance of the Urban Observatory.
- Capacity building plan for the functioning, management, operation, and maintenance of the Urban Observatory

### **Support in Strategy implementation (12 Months)**

- Monitoring of the action plan and providing required technical oversight and technical advisory for enabling strategy implementation as required

## **18. Team Composition**

CV of all core team members to be provided as per the format of RFP

S. No .	Proposed Position	Desired Qualification	Years of Experience	No. of Resources	Duration Strategy	Duration implementation
1	Urban Strategy Expert	<ul style="list-style-type: none"> <li>• Master's Degree in management, business administration from a reputed institution , PhD in management will be preferred</li> </ul>	20+	1	1 month	1 month

		<ul style="list-style-type: none"> <li>• 20+ years of professional experience in the urban transformation, government strategy, urban strategy and infrastructure related projects</li> <li>• 5+ years in data-based, digital solutions for sustainable urban development</li> <li>• At least one strategy project relating to developing urban observatory</li> <li>• International experience on urban projects preferred</li> <li>• Should be on the permanent roles of the Bidder at the time of submission of the Bid</li> </ul>				
2	Project manager cum Team leader	<ul style="list-style-type: none"> <li>• Master's Degree in Business Administration/C A or related fields</li> <li>• 15+ years in urban sector transformation</li> <li>• 2+ years in data-based tools for urban planning and/or management</li> <li>• At least one strategy project relating to developing urban observatory</li> <li>• International experience on</li> </ul>	15+	1	3 months	2 months



		<p>urban projects preferred</p> <ul style="list-style-type: none"> <li>• Should be on the permanent roles of the Bidder at the time of submission of the Bid</li> </ul>				
3	Urban Management Expert	<ul style="list-style-type: none"> <li>• Postgraduate in Management or other relevant.</li> <li>• Total experience of at least 10 years.</li> <li>• Experience of work on at least 3 urban infrastructure projects.</li> <li>• Experience of work on holistic urban sector covering urban e-governance, municipal administration, policy, data analysis and similar</li> </ul>	10+	1	3 months	3 months
4	Institutional development and Capacity building expert	<ul style="list-style-type: none"> <li>• Master's degree in management or related field</li> <li>• Total experience of at least 10 years.</li> <li>• Experience of work on at least 3 transformation projects</li> <li>• Experience of work on holistic urban sector covering urban e-governance, municipal administration, policy, data analysis and similar</li> </ul>	10+	1	2 months	2 months

5	Support team: Strategy	<ul style="list-style-type: none"> <li>• Master degree in Management from reputed institute or similar</li> <li>• Minimum 3 years experience on strategy development, urban transformation project, etc</li> </ul>	3+	2	6 months	12 months
6	Support team : Urban Planner	<ul style="list-style-type: none"> <li>• Master degree in urban planning</li> <li>• Minimum 3 years experience on urban sector projects</li> <li>•</li> </ul>	3+	2	6 months	12 months
7	Support team: Data Engineer	<ul style="list-style-type: none"> <li>• Master degree in relevant area</li> <li>• 3+ year experience in data analytics</li> </ul>	3+	1	3 months	12 months

- The Client reserves the right to seek the details regarding the proof of qualification, certifications, registrations and experience of the core staff
- Age limit for core staff to be deployed for the assignment should not be more than 70 years on the date of bid submission
- Against any position, the client may ask for additional resources meeting the qualification criteria
- All professionals must be qualified in the relevant field from an accredited university and relevant experience in each one of the functional areas
- The Client reserved the right, during bid evaluation or anytime during execution, to check documentary evidence. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

## 19. Payment of invoice

### 19.1. Schedule

Deliverable	Timeline	Payment Percentage
<b>Strategy Phase ( 6 months)</b>		
Inception Report	To+2 weeks	20%
Strategy blueprint	To+ 3 months	40%
Target operating model along with Action Plan along	To+ 3 months	40%
<b>Strategy Implementation and support phase (12 months)</b>		
Implementation support	Monthly payment after six month for 12 month	Equal monthly payment

### 19.2. Payment Terms

- In consideration of the services to be provided by the Consultant under this contract, the client shall make to the consultants such payments and in such manner as is provided hereunder
- The Consultant shall be entitled to raise an invoice on submission of milestone
- Unless the client shall have a raised a dispute in respect of any amounts claimed under an invoice, it shall be required to make payment in respect thereof within 15 (fifteen) days of having received the invoice complete in all particulars with relevant supporting documents.

### 19.3. Currency

The Consultant shall be paid in Indian Rupees

### 19.4. Out of pocket expenses

- The Consultant agrees and acknowledges that it shall be entitled to reimbursement of OPE incurred in accordance with the terms of the Contract for performance of the Services at actual when supported with documentary evidence. The consultant shall submit necessary documentary evidence for OPE as part of monthly invoice and the same shall be reimbursed to the Consultants along with the payment of monthly fees.
- The Consultant shall be entitled to claim travel expenses (airfare) in accordance with the terms of this Contract only in respect of travel related to the performance of the Services undertaken in accordance with the instructions or prior approval of the Client.

## **20. Responsibilities of Authority**

- Provide rent-free air-conditioned furnished office space for key resources with basic furniture as required along with security and housekeeping etc.
- Assist foreign consultants, sub-consultants and personnel to obtain work permits and such other documents as shall be necessary to enable the consultants, sub-consultants or personnel to perform the service in India for this Project.
- Assist foreign personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits and any other document required for their stay in India.
- Issue to officials, agents and representatives of the Government, all such instructions as may be necessary for appropriate, prompt and effective implementation of the General Consultancy Services.

## **Annexures – Technical Proposal**

## 21. Technical Proposal Submission Form

[Location, Date]

To

CEO,

Smart city Ahmedabad Development Ltd.

Command and Control Centre,

Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi,

Ahmedabad – 380007, Gujarat

**RFP dated \_\_\_\_\_[date] for selection of consultant for \_\_\_\_\_[name of assignment]**

Dear Sir,

With reference to your RFP Document dated \_\_\_\_\_[date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as \_\_\_\_\_ [name of assignment]. The Proposal is unconditional and unqualified.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

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

Further:

1. We acknowledge that AUTHORITY will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

3. We shall make available to AUTHORITY any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of AUTHORITY to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with AUTHORITY or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our MD or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by AUTHORITY in connection with the selection of Consultant or in connection with the selection process itself in respect of the abovementioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by AUTHORITY or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Signature

Name and Title of Authorized Signatory:

Name of Firm:



Address:

Contact No:

(Name and seal of the Applicant/Member in Charge)

## 22. Power of Attorney

Know all men by these presents, We, \_\_\_\_\_[name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms \_\_\_\_\_(name and residing address), who is presently employed with/ retained by us and holding the position of

\_\_\_\_\_ [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for “name of the tender.”, to be conducted by (Name of the client) (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization]

[Signature] [Name] [Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

[Signature] [Name] [Designation] [Address]

## 23. Consultant's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment]

Assignment Name and Project Cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client & Address:	Total No. of Staff-months of the assignment:
Type of Study: In accordance with the clause of Technical Eligibility Criteria	Approx. value of the services provided by your firm under the contract (in INR in Crore);
Start Date (Year): End Date (Year)	No. of Professional Staff-months provided
Name of Associated Consultants, If any:	
Narrative Description of Project: (Highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

## **24. Comments on the ToR**

Bidder to share comments on the scope of work and expectations from the client

## 25. Curriculum Vitae of Core Team Members

	<b>Name</b>			
	<b>Email</b>			
	<b>Date of Birth</b>			
	<b>Education:</b>	•		
<b>4. Employment Record</b>	<b>From</b>	<b>To</b>	<b>Company</b>	<b>Position Held</b>
<b>5. Brief Profile</b>				
<b>8. Countries of Work Experience</b>	•			
<b>9. Languages</b>	•			
<b>10. Details of Work Experience</b>				
<b>Nature of Work:</b>  <b>Year:</b>  <b>Location:</b>				

**Company:**

**Position Held:**

**Main features:**

**Activities Performed:**

- 

**Nature of Work:**

**Year:**

**Location:**

**Company:**

**Position Held:**

**Main features:**

**Activities Performed:**

- 

**Certification**

**I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.**

**Additionally, I also certify that I shall be available for the entire duration of the contract.**

---

***Signature of staff member***

***Day/Month/Year***

## **Annexures – Financial Proposal**



## 26. Financial Proposal Submission Forms

[Location]

[Date]

To

CEO,

Smart city Ahmedabad Development Ltd.

Command and Control Centre,

Opp. Divan Ballubhai School, Nr. Sanskar Kendra, Paldi,

Ahmedabad – 380007, Gujarat

Dear Sir,

Subject: [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures]

Our financial proposal is inclusive of all costs including staff, expenses and taxes associated with the assignment. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations. We agree that this offer shall remain valid for a period of one hundred eighty (180) days from the Proposal Due Date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We remain,

Yours sincerely,

## 27. Form (A) – Man month rate

<b>Sr. no.</b>	<b>Position</b>	<b>Man month rate in figures (INR) excl GST</b>
<b>1.</b>	Urban Strategy Expert	
<b>2.</b>	Urban Management Expert	
<b>3.</b>	Institutional development and Capacity building expert	
<b>4.</b>	Project manager cum Team leader	
<b>5.</b>	Support team: Strategy	
<b>6.</b>	Support team : Urban Planner	
<b>7.</b>	Support team: Data Engineer	
	Total (A)	

## 28. Form (B) – Out of pocket expenses

<b>Sr. no.</b>	<b>Particular</b>	<b>Cost (in INR)</b>
<b>1.</b>	Travel	
<b>2.</b>	Printing	
<b>3.</b>	---	
<b>4.</b>	----	
<b>5.</b>	<b>Total (Out of pocket expenses)</b>	

## 29. Form (C) – Summary of Financial Proposal

Sr. no.	Particular	Amount (in INR)
<b>1.</b>	Remuneration (A)	
<b>2.</b>	Out of pocket expenses (B)	
	<b>Total (A+B) in figures (INR)</b>	
	<b>Total (A+B) in words (INR)</b>	

1. Remuneration to include lump sum fee for preparation of strategy and man month rate for 12 months for implementation phase
2. All amount to be exclusive of GST, but inclusive of other applicable taxes
3. GST will be paid by the client as per the prevalent rate
4. Amount to be mentioned for the entire project duration

## **Annexures – General Conditions of Contract**

## General Conditions of Contract

### 30. General Provisions

#### 1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means all laws, byelaws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly:
  - (i) Controls such Party; (ii) is Controlled by such Party; (iii) is Controlled by the same person who, directly or indirectly, controls such Party; and “Control” with respect to any person, shall mean:
    - (I) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person;
    - (II) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly;
- c) “Client” means the Party named in the Contract, who employs the Consultant;
- d) “Consultant” or “Consultants” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) “Contract Price” means the price to be paid for the performance of the Services;
- g) “GC” means the General Conditions of Contract;

- h) “Government” means the Government of Client’s Country;
- i) “Local Currency” means the currency of the Government;
- j) “Material Adverse Effect” means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- k) Master Services Agreement (MSA) shall mean the same as “contract”.
- l) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;
- m) “Performance Security” shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- n) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part hereof;
- o) “Project” means “\*name of assignment”;
- p) “SC” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- q) “Services” means the work to be performed by the Consultants pursuant to this Contract as described in Scope of Work;
- r) “Work Order” means a specific directive or order to perform a defined scope for a defined duration and fee. It will be the same as “Letter of Award”
- s) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- t) “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

## **2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Gujarat

## **3. Language**

This Contract has been executed in the English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **4. Notices**

Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the Contract.

## **5. Location:**

The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.

## **6. Authorized Representatives**

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 Consultants may be taken or executed by the officials in the SC.

## **7. Taxes and Duties:**

Unless otherwise specified, the Consultants, Sub- consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant.

Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the



Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

- the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
- any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract

## **8. Interpretation:**

In the Contract, unless the context otherwise requires:

- The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated or replaced, from time to time.
- A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case maybe.
- A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

- The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.
- In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no Proposal in the case of this Contract.
- References to a person (or to a word importing a person) shall be construed so as to include:
  - a) Individual, firm, partnership, trust, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
  - b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

#### **9. Commencement, completion, modification and termination of contract**

- Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the SC.
- Commencement of Services: The Consultants shall commence the Services within 15 days of issue of LoA or any date prior to that, notified by the Client.

- **Expiration of Contract:** Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.
- **Modification:** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### **10. Force Majeure**

- **Definition:** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
- **No Breach of Contract:** The failure of a party to fulfil any of its obligations under the Contract 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:
  - a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
  - b) has informed the other party as soon as possible about the occurrence of such an event.
  - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
  - d) the manner in which the Force Majeure event(s) affects the Party’s obligation(s) under the Contract.

The Parties agree that neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

- Extension of Time: 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 Force Majeure.
- Payments: During the period of their inability to perform the Services as a result of an event of Force majeure, the Consultants shall not be paid under the terms of this Contract. The consultant will receive the payment for only those deliverables which has been submitted and approved by the client.

## **11. Termination**

- By the client: The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:
  - a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days, after being notified or within such further period as the Client may have subsequently approved inwriting;
  - b) within fifteen (15) days, if the Consultants become insolvent or bankrupt;
  - c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
  - d) within fifteen (15) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
  - e) within fifteen (15) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
  - f) within fifteen (15) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
  - g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.

- By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
  - a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
  - b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days. Ongoing Covid 19 pandemic shall not be taken as Force Majeure for this purpose.

## **12. Cessation of Rights and Obligations:**

- Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, 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 relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in GCC and (v) any right which a Party may have under the Applicable Law.
- Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, 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 handover all project documents under procedure described in this contract.
- Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:
  - a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

- b) If the Contract is terminated pursuant to Clause – Termination by the client, the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider making payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **13. Obligations of the Consultants**

- General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.
- Conflict of interest
  - The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
  - Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities

pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

- Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.
- Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
  - a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
  - b) after the termination of this Contract, such other activities as may be specified in the SC.
- Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- Consultant's Actions Requiring Client's Prior Approval: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
  - a) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
  - b) any other action that may be specified in the SC.
- Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

- Documents Prepared by the Consultants to be the Property of the Client: All documents, specifications, cost estimate, (in MS excel file), designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.
- Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (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, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

#### **14. Consultant's personnel**

- Description of Personnel



- The titles agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource pool are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and / or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.
- If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.
- Removal and / or Replacement of Team Member
  - Since this is a long-term contract, some staff attrition in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultant's control, the consultant will be allowed to fill the critical vacancy for temporary periods with approval of AUTHORITY
  - If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
  - Any of the Personnel provided as a replacement under Clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel

and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

## **15. Obligations of the client**

Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub- consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

- assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- facilitate prompt clearance through customs of any property required for the Services;
- issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## **16. Settlement of disputes**

- Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

## **17. Professional Indemnity Insurance**

The Consultant shall affect and maintain professional Indemnity Insurance (PII) for the amount equal to the contract value (Contract Price including Provisional sum) as stated in the Letter of Acceptance, with unlimited number of incidents in respect of design and services to be carried out by, on behalf of the Consultant valid from the date of commencement till five

years after the date of issue of completion certificate to the Consultant. The PII shall be jointly in name of consultant and Client.

PII Policy shall be obtained within four weeks from 'date of commencement' and before any payment is released to Consultant. The insurance which shall ensure the Consultant's liability by reason of professional negligence and errors in respect of all works covered under scope of work, shall be valid from the date of commencement of works, until completion. It is a deemed accepted condition of contract that the Consultant indemnifies and save harmless the client from and against all claims and proceedings on account of infringements of patents rights, design, trademark name etc. In the PII policy, the deductible amount shall not be more than 5% of accepted final claim in any one incident.

The client will not issue final payment certificate until the Consultant has produced evidence that coverage of Professional Indemnity Insurance has been provided for the aforesaid period.

In case the consultant intends to utilize the existing umbrella Insurance policy already obtained by the consultant, in the cover note / letter issued by the insurance company incorporating the name of this work in the umbrella policy, it shall mention the AUTHORITY as the beneficiary and consultant shall procure an undertaking from the Insurance Company in this regard.

In case the value of existing umbrella policy is inadequate to cover the contractual requirement of this assignment then consultant shall ensure that the value of existing umbrella policy is enhanced suitably to cover this assignment.

In case the existing umbrella policy is an annual policy, then consultant shall ensure and renew the validity of policy annually to cover the entire period of this contract.

## **18. Arbitration**

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire

to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

The venue of arbitration shall be Ahmedabad only, subject to the above, the Civil Courts in Ahmedabad only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators

## **19. Liquidated damages**

The liquidated damages would be fixed to one time the fee paid to the Consultant.

## **20. Representation, warranties and disclaimer**

The Consultant represents and warrants to the Client that:

- it is duly organized, validly existing and in good standing under the applicable laws of its Country;
- it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- it has the financial standing and capacity to undertake the Project;
- this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof
- there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement

of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

- no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

## Particular Conditions of Contract

## **Particular Conditions of the Contract (PCC)**

The following clauses will supplement the General Conditions of Contract. Whenever there is a conflict, the clauses of the PCC will prevail.

1. The documents forming the part of the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Client shall issue any necessary clarification or instruction to the Consultant which shall be binding on the Consultant; and priority of the documents shall be as follows:
  - The Contract Agreement;
  - The Letter of Acceptance;
  - Post Bid Proceeds, if any;
  - Corrigendum/Amendments to the Bid documents issued by the Client, if any
  - Responses to the pre-bid queries issued by the Client, if any
  - Pricing Document and Payment Schedules;
  - Invitation for Bids;
  - Bid Data Sheet;
  - Instructions to Bidders;
  - Client's requirements- Scope of Work
  - The Particular Conditions of Contract
  - The General Conditions of Contract;
  - The Consultant's Proposal; and
  - Any other document forming part of the Contract.
2. "Local Currency" means the currency of the Client's country i.e. Indian Rupees (INR).
3. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Scope of work of the bid documents.
4. The Services shall be performed in Ahmedabad & Gandhinagar and at site locations or at such locations as are specified by client and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as client may approve.
5. The accepted contract price shall remain firm till the completion of work and no price escalation shall be payable to the Consultant. However, the accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of tender from:
  - a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or

- in the judicial or official governmental interpretation of such laws; or
- the commencement of any Indian law which has not entered into effect until the date of submission of tender; or
- any change in the rates of any of the taxes that have direct effect on the contract

If as a result of change in law, interpretation or rates of taxes, the consultant benefits from any reduction in cost for the execution of the contract, save and except as expressly provided for in this clause or in accordance with the provisions of the contract, the consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify the Client of such reduction in cost.

6. The Consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Client
7. The rates of exchange shall be the selling rates 28 days prior to the latest deadline for submission of bids as per website of RBI on that date. In case the exchange rate of particular currency on given date is not available in this web site, it will be as per the web site of Financial Benchmark India Private Limited (FBIL) as recommended by RBI.

In case the exchange rate of particular currency is not available on any date in both these websites then the selling exchange rate as per the website of the Central Bank of that country to which the currency belongs will be taken. In case the exchange rate of that currency is not directly available in INR on that website then the currency will be first converted to USD as per that web site and then converted from USD to INR as Per RBI or FBIL.

Bidder should indicate the source used with documentary evidence for conversion and conversion rates used for converting foreign currency into INR.

8. Performance Security shall be released after issue of Performance Certificate/ Completion Certificate
9. If required, Equipment and material made available to the consultant by the client or purchased by consultant with funds provided by the client, shall be marked accordingly. Upon termination or expiration of this contract the consultant shall hand over these



equipment and material to the client in working condition subjected to normal wear and tear, along with inventory of such equipment and material in accordance with the client's instruction, while in possession of such equipment and material, the consultant, unless otherwise instructed by the client in writing shall insure them at the expenses of the client for an amount equal to their full replacement value.