

GOVERNMENT OF GUJARAT

GUJARAT URBAN DEVELOPMENT MISSION

*VOLUME – I*

*TECHNICAL PROPOSAL*

**REQUEST FOR PROPOSALS  
FOR  
PROJECT MANAGEMENT CONSULTANCY  
  
FOR  
URBAN INFRASTRUCTURE DEVELOPMENT PROJECTS IN  
GUJARAT  
DECEMBER-2015**

**Gujarat Urban Development Mission**

GMFB Building,

Sector-10 (A), Gandhinagar-382 010

Phone:, 79-23245928

Fax: (079) 23245921

E-mail:- [gudm.tech@gmail.com](mailto:gudm.tech@gmail.com), info@gudm.org

# INDEX

| <b>SECTION</b> | <b>CONTENT</b>   | <b>PAGE NO.</b> |
|----------------|--|-----------------|
|                | Notice Inviting Tender   | 3               |
|                | E-Tender Notice  | 5               |
|                | VOLUME-1   |                 |
| Section – 1:   | Letter of invitation   | 9               |
| Section – 2:   | (A) Information to consultants                                       | 12              |
|                | (B) Data sheet   | 28              |
|                | (C) Eligibility criteria for Qualification                           | 33              |
|                | (D) Special instructions   | 42              |
| Section – 3:   | Technical proposal - standard forms                                  | 49              |
| Section – 4:   | Broad scope of work and term of reference for PMC                    | 84              |
| Section – 5:   | General conditions of contract<br>Special conditions of the contract | 110             |
| Section – 6:   | Appendices and standard forms of contract                            | 129             |
|                | VOLUME - 2   |                 |
|                | Financial proposal   | 1-6             |

## GUJARAT URBAN DEVELOPMENT MISSION

GMFB Building,  
SECTOR 10A  
GANDHINAGAR - 382 010

### NOTICE INVITING TENDER

Tender Notice for Consultancy Services No.– 1 of 2015-16

GUDM, Gandhinagar invites online tenders from reputed multidisciplinary consultancy firm who have experience in PMC services for various **Smart City, AMRUT cities and other infrastructure projects of center and state Government** from Indian Consultancy firms:

| Name of work   | Earnest money deposit (Rs).           | Bid processing fee                      | Period of Completion          |
|--|---------------------------------------|---|-------------------------------|
| <b>Smart City &amp; AMRUT projects and other infrastructure projects of center and state Govt.</b> | Rs. 50 lakhs (Rupee Fifty Lakhs only) | Rs. 20,000 (Rupee Twenty Thousand Only) | 36 months (Thirty six months) |

|        |   |   |  |
|--------|---|---|--|
| (i)    | Bid Document Downloading Start Date   | : | From: 08/12/2015,18:00 hrs   |
|        | Bid Document Downloading End Date   |   | Upto29/12/2015, 18:00 hrs  |
| (ii)   | On line submission of technical proposal and financial proposal               | : | Upto29/12/2015, 18:00 hrs  |
| (iii)  | Pre bid meeting   | : | Dated 16/12/2015, 11:00 hrs  |
| (iv)   | Address of Pre-bid meeting  | : | Gujarat Urban Development Mission,<br>GMFB Building, Sector 10(A),<br>Gandhinagar-382 010. |
| (v)    | Physical submission of EMD and technical proposal                             | : | From 29/12/2015 to 04/01/2016<br>From 10:00hrs to 15:00hrs                                 |
| (vi)   | Verification of submitted document (EMD) tender fee etc in the office of GUDM | : | Upto 04/01/2016, 16:00 hrs   |
| (vii)  | Opening of tender online (technical proposal only)                            | : | 04/01/2016 at 16:00 hrs  |
| (viii) | Date of opening of price bid  | : | Will be informed later   |

#### Terms:

- This notice and tender documents are available on following internet site address for e-tender.  
<http://www.nprocurement.com> and GUDM web site [www.gudm.org](http://www.gudm.org)
- A complete set of tender can be downloaded from above websites.
- Bids shall remain valid for 180 days (one hundred and eighty days) from the date of submission of the tender.
- Any bid not accompanied by cost of tender and Earnest Money as in the NIT will be rejected as nonresponsive.
- GUDM will not be responsible for any delay in submission of bid in electronic/ physical form
- GUDM reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of Employer's action

g) Address of Communication

Gujarat Urban Development Mission  
GMFB Building,  
Sector-10 (A), Gandhinagar-382 010  
Phone: +91 9978407051, 79-23245928  
E-mail:- gudm.tech@gmail.com, info@gudm.org  
Fax: (079) 23245921

This tender notice can be viewed on [gudm.org](http://www.gudm.org), tender documents can be downloaded and submitted on the <http://www.gudm.nprocure.com> website

### E-TENDER NOTICE

|  |  |
|--|--|
| <b>Department Name</b>                         | <b>GUJARAT URBAN DEVELOPMENT MISSION</b>   |
| <b>Circle/Division</b>                         | <b>GUDM,GANDHINAGAR</b>  |
| Tender Notice No                               | 2of 2015-2016  |
| Name of Project:                               | Urban Development Projects under Smart Cities and AMRUT cities in the State of Gujarat and <b>other infrastructure projects of center and state Govt.</b>  |
| Name of Work:                                  | PMC services for Smart City & AMRUT scheme in Gujarat and <b>other infrastructure projects of center and state Govt.</b>   |
| Period Of Completion (in Months)               | 36 Months after issuance of work order to Firm/ Consultant<br>(Time limit may be extended for another 2 years, if required based on mutual consent)  |
| Bidding Type                                   | Open   |
| Bid Call (Nos)                                 | 2  |
| Tender Currency Type                           | Single   |
| Tender Currency Settings                       | Indian Rupee (INR)   |
| Joint Venture                                  | Applicable only for IT & Communication work  |
| Rebate   | Not Applicable   |
| <b>Amount Details</b>                          |  |
| Bid Document Fee / Bid Processing Fees :       | Rs. 20,000/- in form of D.D.   |
| Bid Document Fee Payable to :                  | Demand draft in favour of Addl. Chief Executive Officer, GUDM, Gandhinagar   |
| Bid Security / EMD / Proposal Security (INR) : | Rs. 50,00,000/- in form of D.D./ F.D.R./ B.G   |
| Bid Security/EMD In Favor of :                 | D.D./ F.D.R./ B.G in favour of Addl. Chief Executive Officer, GUDM, Gandhinagar  |
| <b>RFP Dates</b>                               | Note: All Dates are in dd/mm/yyyy hr: min as per Indian Standard Time (IST)  |
| Pre Bid Meeting Venue                          | GUDM Office, GMFB Building , Sector - 10A, Gandhinagar   |
| Bid Validity Period                            | <b>180</b> Days from last date of submission of bid. (may be extended if requested)  |
| Physical submission of RFP Fee, Earnest Money  | <ul style="list-style-type: none"> <li>Instrument of RFP fee &amp; EMD shall be submitted in electronic format only through online (By scanning) while uploading the bid. This submission</li> </ul> |

|                                     |  |
|-------------------------------------|--|
| Deposit and PQ supporting documents | <p>shall mean that RFP fee and EMD are received for purpose of opening the bid. Accordingly those offers shall be opened whose RFP fee and EMD is received electronically.</p> <ul style="list-style-type: none"> <li>• However for the purpose of realization of instrument of RFP fee &amp; EMD, consultant shall send the same in original through <b>RPAD / Speed Post / Courier / Hand to Hand delivery</b> so as to reach to the office of the GUDM, Gandhinagar during office hours as per the dates given in NIT.</li> <li>• Consultants who fail to furnish RFP fee &amp; EMD as submitted with their online proposals in original within stipulated time as indicated above will be outright rejected and their proposal shall not be considered for further evaluation.</li> <li>• The consultant has to qualify as per RFP documents.</li> <li>• Registration Certificate, PAN Card, shall be scanned and uploaded on-line only.</li> </ul>                            |
| Payments details                    | <p><b>RFP Fee (Document fee)</b><br/>Rs. 20,000 (Rupees twenty thousand only) in form of demand draft in favor of Addl. Chief Executive Officer, GUDM, Gandhinagar payable at Gandhinagar. Demand draft shall be issued by any</p> <ol style="list-style-type: none"> <li>1) Nationalized Banks including public sector bank, IDBI Ltd. or</li> <li>2) Private sector Banks- Axis Bank, ICICI Bank &amp; HDFC Bank Only</li> </ol> <p><b>Earnest Money Deposit</b><br/>Rs.50,00,000/( Rupees Fifty Lacs only) in form of D.D., FDR or Bank Guarantee in favor of Addl. Chief Executive Officer, GUDM, Gandhinagar.<br/><b>EMD shall have a validity of 30 days more than bid validity period.</b></p> <p>Guarantees issued by following banks will only be accepted as SD/EMD.</p> <ol style="list-style-type: none"> <li>1) Nationalized Banks including public sector bank, IDBI Ltd. or</li> <li>2) Private sector Banks- Axis Bank, ICICI Bank &amp; HDFC Bank Only</li> </ol> |
| <b>Contact Details</b>              |  |
| Officer Inviting Bids :             | GM (Tech.), GUDM   |
| Bid Opening Authority :             | GM (Tech.), GUDM   |
| Address :                           | GUDM Office, GMFB Building , Sector - 10A, Gandhinagar – 382 010   |
| Phone:                              | 079-23245928/37/40 Mobile No. <a href="tel:9978406559">9978406559</a>  |
| Email:                              | <a href="mailto:gudm.tech@gmail.com">gudm.tech@gmail.com</a>   |

|   |   |
|---|---|
| <b>General Terms &amp; Conditions :</b> |   |
| 1                                       | <p><b>Downloading of Tender Document</b></p> <ul style="list-style-type: none"> <li>• Interested consultants can download the tender document free of cost from the website.</li> <li>• Bidders who wish to participate in the Tender will have to register on web site <a href="http://www.nprocure.com">www.nprocure.com</a> .</li> </ul> |

|   |  |
|---|--|
| 2 | <p><b>Digital Certificate</b></p> <ul style="list-style-type: none"> <li>Bidders who wish to participate in this Tender will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 (Class-III) using which they can sign their electronic RFP.</li> <li>Bidders can procure the same from <b>(n)Code Solutions-A Division of GNFC Ltd.</b> who are licensed Certifying Authority by Govt. of India having following address and contact information:<br/><br/>(n)Code Solutions (A Division of GNFC Ltd.)<br/>(n) Procure Cell<br/>403, GNFC Info tower, S.G.Road,<br/>Bodakdev, Ahmedabad - 300054. Gujarat<br/>Phone : +91 79 40007501, 40007512, 40007516, 40007517, 40007525<br/>+91 79 26854511 to 13, (Ext. 501,512,516,517,525), +91 79 30181689<br/>Fax : +91 79 26857321, 40007533<br/>Email : nprocure@ncode.in<br/>TOLL FREE NUMBER : 1-800-233-1010 (Ext. 501,512,516,517,525)</li> <li>Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.</li> </ul> |
| 3 | <p><b>Pre-Bid Conference</b></p> <ul style="list-style-type: none"> <li>Pre-bid conference for this tender shall be conducted on the date shown above at <b>Gujarat Urban Development Mission, GMFB Building, Sector-10-A, Gandhinagar - 382010</b></li> <li>The Bidders shall obtain the clarification to the queries raised in form of Minutes of Meeting which will be uploaded by GUDM on the website. These Minutes shall be a part of Tender Document.</li> </ul>  |
| 4 | <p><b>Online Submission of Technical and Price Bid</b></p> <ul style="list-style-type: none"> <li>Bidder can prepare and edit their offers number of times before final submission. Once finally submitted bidder cannot edit their offers submitted in any case. No written or online request in this regards shall be granted.</li> <li>Bidder shall submit their offer i.e. Technical bid as well as price Bid in Electronic Form on the above mentioned website latest by the submission date as mentioned above after digitally signing the same.</li> <li>Offers submitted without digitally signed will not be accepted.</li> <li>Offers only in physical form will not be accepted in any case.</li> </ul>   |
| 5 | <p><b>Opening of Tender</b></p> <ul style="list-style-type: none"> <li>Opening of Bid documents will be held on Dt. &amp; time shown above in the office of <b>GM (Tech.) GUDM, Gandhinagar.</b></li> <li>In tending bidders or their representative who wish to remain present at GUDM, premises at the time of tender opening can do so.</li> <li>The Offline technical evaluation of the tenders received on or before last date of submission would be done and results will be displayed on website.</li> <li>After Successful completion of Technical Evaluation, price bid of only those bidders shall be opened online who are found qualified.</li> </ul>   |

|   |  |
|---|--|
| 6 | <p><b>Contacting officer</b></p> <ul style="list-style-type: none"> <li>• Further Details/Clarifications if any required will be available from:<br/>GM (Tech.), GUDM, Gandhinagar<br/>Ph.– 079-23245928<br/>MobileNo.9978407051<br/><a href="mailto:gudm.tech@gmail.com">gudm.tech@gmail.com</a></li> <li>• In case bidder needs any clarification/assistance or if training required for participating in online tender, they can contact the following office.</li> </ul> <p><b>M/s (n)Code Solutions.</b><br/><b>A Division of Gujarat Narmada Valley Fertilizers Company Ltd.</b><br/>301,GNFC Infotower,BodakDev,Ahmedabad-300 054 Phone:079-26857316,<br/>26857317/18,<br/>Fax:+91-79-26857321<br/>Email:<a href="mailto:Marketing@ncodesolutions.com">Marketing@ncodesolutions.com</a> or <a href="http://www.nprocurement.com">www.nprocurement.com</a></p> <ul style="list-style-type: none"> <li>• Free training camp will be organized every Saturday between 4.00to5.00P.M. at M/s <b>nProcurement Technologies Pvt. Ltd.</b> Bidders are requested to take benefit of the same.</li> </ul>   |
| 7 | <p><b>General Instruction</b></p> <ul style="list-style-type: none"> <li>• The fees for online tender document will not be refunded under any circumstances.</li> <li>• Consulting Firms shall have to submit technical bid as well as price bid in electronic format only on nprocure website till the last date and time for submission.</li> <li>• Bids shall only be signed by Authorized Signatory.</li> <li>• Offers only in physical form will not be accepted in any case</li> <li>• EMD in the form specified in tender document only shall be accepted.</li> <li>• Tenders without Tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.</li> <li>• Conditional tender shall not be accepted.</li> <li>• Bids shall be self-explanatory, self-content proposal, no reference to external documents will be considered. Reference documents uploaded with the bid will only be considered</li> <li>• The bidder are advised to read carefully the Instruction to Bidder, Eligibility criteria for qualification contained in the tender documents</li> <li>• Bid once submitted shall not be amended /appended after the last date of submission, unless in response to some queries or clarification sought by GUDM.</li> <li>• The tender notice shall form apart of tender document.</li> <li>• The Bidders are advised to read carefully the “Instruction for Bidder” and</li> <li>• "Eligibility Criteria” contained in the tender documents.</li> <li>• The internet site address for E-Tender is <a href="http://www.nprocurement.com">http://www.nprocurement.com</a><br/>Tender Documents are also available on GUDM website <a href="http://www.gudm.org">www.gudm.org</a></li> <li>• Other terms and conditions as per detailed tender documents</li> </ul> |
| 8 | <p>GUDM reserve the rights to reject any or all the tenders without assigning any reason thereof.</p>  |

**General Manger (Tech)**  
**GUDM, Gandhinagar**



**SECTION – 1**

**LETTER OF INVITATION**

**SECTION – 1**

**LETTER OF INVITATION**

**To,**

.....  
.....  
.....

Sub: Request for Proposal (RFP) for selection and appointment of Consultant for PMC services for Urban Development Projects under Smart City & AMRUT and other infrastructure projects of Center and State Govt. in Gujarat through a Quality and Cost Based Selection (QCBS) process.

- (1) GUDM has taken up implementation of the Urban Development Projects for Smart Cities & AMRUT and other infrastructure projects of Center and State Govt. Projects for cities of the state. The projects are being implemented in a phased manner. The eligible payments under this contract shall be made from the funds received from Government of Gujarat and /or Government of India. The projects will be executed through Contracts.
- (2) GUDM intends to appoint a Consultant for PMC services for Urban development projects and other infrastructure projects of Center and State Govt. in Gujarat from qualified, technically competent, experienced consultancy agencies. The objective of the assignment is to ensure quality assurance, timely completion of projects within the budgeted costs.
- (3) The duration time of completion and commissioning of the projects is planned for 36 months; which may be extended if required
- (4) A Firm will be selected based on Quality and Cost Based Selection (QCBS) procedures described in this RFP.
- (5) Broadly the scope of the Consultancy service is envisaged as follows:  
“To provide PMC services to the client for Urban development projects for Smart City & AMRUT and other infrastructure projects of Center and State Govt. projects in Gujarat of the Contracts, that include:  
(i) Civil Infrastructure Works  
(ii) ICT Works
- (6) Aggregated cost of the projects put under the consultancy service is to the tune of approximately Rs. 6000 Cr. Of this the Civil Infrastructure projects are estimated at Rs 5500 Cr and the ICT works are estimated at Rs 500 Cr.
- (7) PMC has to quote separately for professional fees as percentage of the awarded value of works for each of the two categories indicated above. The Bill of Material and the cost quoted by contractor for execution of the works under the contractor, shall be used for determination of the category of the work and the applicable rate and total payable fees to the PMC.

- (8) The eligibility criteria as per the Section-2(C) of this RFP.
- (9) Consultants are, therefore, invited through this Request for Proposal (RFP) to upload with digitally signed your Technical and Financial offers for further consideration by GUDM for selection of the consultants.
- (10) This Volume- 1 of Technical proposal includes the following sections. Volume- 2, is the price proposal, provided in a separate volume

|              |   |
|--------------|---|
| Section – 1: | Letter of Invitation  |
| Section – 2: | Information to Consultants<br>Datasheet<br>Eligibility criteria for qualification<br>Special instructions |
| Section – 3: | Technical Proposal- Standard Forms  |
| Section – 4: | Broad scope of work and request for proposal  |
| Section – 5: | General Conditions of Contract<br>Special Conditions of Contract  |
| Section – 6: | Appendices Standard Form of Contract  |

- (11) Address for Submission of Bid

The Consultants are requested to ensure that the **Technical Proposal along with Tender Fee and EMD (original)** are submitted with the dates specified in the NIT **during office hours with the reference number, name of the project and clear identification of the contents on the envelope to:**

**Tender for Consultancy Services**

General Manager (Tech)  
Gujarat Urban Development Mission,  
GMFB Building  
Sector 10(A), Gandhinagar-382 010.  
Phone No.: +91 79- 23245928  
Email: [gudm.tech@gmail.com](mailto:gudm.tech@gmail.com), [info@gudm.org](mailto:info@gudm.org)

Yours sincerely,

General Manager (Tech.)  
Gujarat Urban Development Mission

**SECTION – 2(A)**  
**INFORMATION TO CONSULTANTS**

**SECTION – 2(A)**  
**INFORMATION TO CONSULTANTS**

**1. INTRODUCTION :**

1.1. The Client named in the "Data Sheet" will select a Firm in accordance with the method of selection indicated in the Data Sheet and detailed in the Guidelines given in the Data Sheet.

1.1.1. Selection of consultant by the GUDM will be Quality and Cost Based Selection (QCBS method) out of the firms responding for the RFP

1.2. The consultants are invited to submit electronically under e-tender procedure the Technical Proposal and a Financial Proposal as specified in the Data Sheet (the proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signature of a contract with the selected Firm.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client/Project Locations before submitting a Proposal. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5.1. In preparing their proposals, consultants are expected to examine in detail the documents comprising the RFP, material deficiencies in providing the information requested may result in rejection of a proposal.

- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. The Client policy requires that Consultants provide professional, objective, and impartial expert Technical advice which is technologically sound, economical & environmentally sustainable and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own Corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below;
- (a) A Consultant which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, Consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.
  - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 As pointed out in Para 1.7.1(a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.7.3 Any previous or ongoing participation in relation to the assignment by the Firm, its professional staff, or its affiliates or associates under a contract with the

Client may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the Client's policy to require that consultants under contracts observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, the Client ;

- (a) defines, for the purposes of this provision, the terms set forth below as follows :
  - i) "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; and
  - ii) "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 Borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the portion of the payment allocated to the Firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Consultant during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- (d) will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (e) will have the right to require that, in contract a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

1.9 The terms / conditions and detailed scope of work with the contractor shall be part of the RFP

- 1.10 Consultant shall bear all costs associated with the preparation and submission of their proposals. Costs might include site visit, collection of information and if selected attendance at contract negotiation.
- 1.11 Conditional bids are liable to be rejected.
- 1.12 Bids with variable costs/rates shall be rejected.

## **2. JOINT VENTURE / CONSORTIUM (JV)**

Joint venture/ consortium of two firms/ companies shall be allowed for the works, Lead Partner shall be for Infrastructure related services and other is for only IT related services. All the parties of the JV shall be jointly and severally responsible to the client for this Contract.

The JV/Consortium shall comply with the following requirements:

- (a) A Joint venture agreement / Consortium must be submitted along with the documents in which minimum share of lead member shall have to be 80% and share of other member shall not be less than 10%.
- (b) Lead partner shall have to satisfy Infrastructure criteria and IT partner has to satisfy IT criteria mentioned.
- (c) The individual members who join in JV / Consortium shall have to give an undertaking that they will maintain status-quo till the completion of the work is awarded to the JV / Consortium, the same JV / Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on non-judicial stamp paper of Rs. 100 duly signed by authorized signatory, which shall be notarized.
- (d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the employer and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Joint Venture which will be considered as "Legal Entity" as far as this Bid/ Contract is concerned.
- (e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the JV partners;
- (f1) In case of Consortium, bidder participating as Consortium, award of the contract will be in the name of the consortium with the lead of consortium will be solely responsible.
- (f2) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the JV / Consortium Partners;
- (g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture / Consortium and the entire execution of the contract including defect liability period;
- (h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (e) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and, in case of consortium



the lead bidder shall be solely responsible.

- (i) A copy of the stamped and notarized agreement entered into by the Joint Venture / Consortium partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture / consortium shall be clearly and unambiguously prescribed in the Joint Venture / Consortium agreement. In case of non-prescription, the JV/ Consortium agreement will be declared as invalid and the bid will be treated as non-responsive.
- (j) The bidders participating in the name and form of a Joint Venture / consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the JV/ Consortium partners, the lead partner shall also have to be defined. Each member of the JV shall be jointly and severally responsible for the performance of the contract. In case of the consortium, the lead bidder shall be solely responsible.
- (k) In case of conflict between the terms in contract agreement and the Joint Venture/ Consortium documents, the terms in the contract agreement shall prevail.

Note on joint and several liabilities:

- (m) If the Contractor constitutes (under applicable Laws) a joint venture, consortium all members shall be deemed to be jointly and severally liable to the Employer for the performance of the contract. These persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and the contractor shall not alter its composition or legal status without the Prior consent of the Employer. A certified copy of the JV Agreement in prescribed form (Specified at Appendix-D) shall be submitted along with the Tender.
- (n) If the Tender is uploaded by a consortium, Lead of the consortium shall submit complete information required in the forms pertaining to each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Consortium Agreement in prescribed form (Specified at Appendix-D) shall be submitted along with the Tender.

Note: In case, the applicant/JV partner/Consortium has achieved physical & financial performance for the criteria mentioned above in past, in joint venture / Consortium with other bidder (other than present JV partner), the portion of the work (physically and financially) of the bidder included in their Joint Venture Agreement / Consortium in original contract work shall only be considered for evaluation purpose.

In joint venture / consortium the lead partner shall only be an Indian citizen, Indian partnership firm or Indian private/ public limited company. The tender documents uploaded in the name of an individual applicant shall not be used by a JV. JV shall have to upload the tender document in the name of JV only, if he wants to apply. In case of consortium, lead member have to upload the tender.

Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.

In case at time of tender uploading, if any of the above information has changed then the Bidder shall correct the same by making the modification in his personal profile.

### 3.0 DOCUMENTS COMPRISING THE RFP :

This RFP includes following

|                  |   |
|------------------|---|
| <b>Volume :1</b> | <b>Technical Proposal</b>   |
| Section – 1:     | Letter of Invitation  |
| Section – 2:     | Information to Consultants<br>Datasheet<br>Eligibility criteria for qualification<br>Special instructions |
| Section – 3:     | Technical Proposal - Standard Forms   |
| Section – 4:     | Broad scope of work and request for proposal  |
| Section – 5:     | General Conditions of Contract<br>Special Conditions of Contract  |
| Section – 6:     | Appendices Standard Form of Contract  |
| <b>Volume :2</b> | <b>Financial Proposal</b>   |

3.1 Clarification shall only be asked during pre-bid meeting or through fax/ e-mail up-to the date and time of the pre-bid meeting mentioned in the NIT.

#### 3.2 Pre-bid meeting

The consultant or his official representative is invited to attend a pre bid meeting, which will take place at time and place indicated in the NIT.

The purpose to the meeting will be to clarify issues and to answer question on any matter related to the RFP that may be raised at that stage including the clarifications requested under clause 3.1 above.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

3.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda which shall be uploaded on nProcure. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all consultants present during the pre-bid meeting and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

### 4.0 PREPARATION OF PROPOSALS :

4.1 Consultants are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet, it should be submitted in two bids viz., Technical and Financial.

**Technical Proposal:**

- 4.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The technical proposal should clearly demonstrate the consultants understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP

- 4.3 While preparing the Technical Proposal, consultants must give particular attention to the following :

- i) The assignment carried out by individual staff member or any associates prior to joining the Firm of consultant cannot be called as the experience of the Firm but may be referred to in the curriculum vita of staff proposed for the services.
- ii) Key professional staff proposed shall be permanent/regularized employees of the Firm or have an extended and stable working relation with it.
- iii) Proposed professional staff must have at least the experience indicated in the Section 2(C) Clause 4 & 5 Eligibility criteria for qualification, preferably under conditions similar to those prevailing in the country of the Assignment.
- iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- v) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Firm's personnel have a working knowledge of the client's national / local language.

- 4.4 The Technical proposal should provide the following information using the attached Standard Forms (Section-3):

- i) A brief description of the Firm's organization and an outline of recent experience on assignments (Section3; Form 3C- 1 to 3C-5 and Form 3D-1 to 3D-4)of a similar magnitude and nature and present work

- ii) Any comments or suggestions on the Request for Proposal and on the data, a list of services, and facilities to be provided by the Client (Section3; Form 3E-1).
- iii) A description of the methodology and work plan for performing the assignment (Section3; Form 3D-5 and 3D-5.1).
- iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section3; Form 3D-7 and 3D-7.1).
- v) CVs must be recently signed by the proposed professional staff on Firms letter pad and the authorized representative submitting the proposal. Key information should include educational qualification, number of years working for the Firm/entity, and degree of responsibility held in various assignments in the past 10 to 15 years (Section3; Form 3D-8).
- vi) Copy of TDS and PF statement for each key staff to be provided. (Section3; Form 3B-5 and 3B-5.1).
- vii) The minimum staff effort (professional, Expert, Site and sub-professional staff) to be provided to carry out the Assignment is indicated in Appendix J in the RFP. The consultant should indicate the deployment plan, supported by bar chart diagrams showing the time indicated for each professional staff team member. Consultant shall deploy adequate manpower over and above minimum staff as mentioned above as per the requirement of the work at its own cost.
- viii) Details of specific Project Experience as listed in Section 3-C-1 to 3C-5 and 3D-1 to 3D-4 shall be given as per format 3C-6.

4.5 The Technical Proposal shall not include any financial information.

**Financial Proposal:**

4.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow the Standard Forms as per Volume 2. It lists all costs associated with the Assignment are deemed to be included in the financial offer, such costs could be (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization),

services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment.

- 4.7 The Financial Proposal shall be Inclusive of all the local taxes (including service tax, social security), duties, fees, levies, and other impositions imposed under the applicable law, on the consultants, the sub-consultants, and their personnel.
- 4.8 Consultants may express the price of their services in the currency of Indian Rupee only.
- 4.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be borne by the consultant.
- 4.10 The financial proposal shall be quoted as percentage of approved project cost for PMC Services as given in the price bid. Payment shall be paid as per payment schedule.
- 4.11 The costs shall be given inclusive staff deployed at the PMC Offices at Gandhinagar, Zonal and City/ Site Offices during the implementation stage to carry out the scope of work of PMC services as per the Terms of reference indicated in this RFP.

**5.0 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS :**

- 5.1 The original Proposal (Technical Proposal and Financial Proposal); shall be submitted electronically.
- 5.2 An authorized representative of the Firm initials all pages of the Proposal submitted in hard copy. The representative's authorization is confirmed by a written power of attorney accompanying the proposals.
- 5.3 Bid processing fees and earnest money deposit shall be submitted to the client as shown in Data sheet.
- 5.4 The technical proposal and financial proposal must be uploaded online on or before the time and date stated in the data sheet. All submission shall be in PDF portable document format or joint photographic experts group (JPEG)
- 5.5 After the deadline for submission of proposals the technical proposal shall be opened immediately by the Authorized representative of GUDM. The financial proposal shall remain encrypted with a respectable public auditor or

independent authority until all submitted proposals are opened publicly, as decided by the client.

- 5.6 A consultant should submit only one proposal if a consultant submits or participate in more than one proposal for the same project such a consultant shall be disqualified.
- 5.7 The tenders shall be rejected outright if:
- a) Tender is in the name of person or firm who is not a consulting firm.
  - b) Tender fees and Earnest Money Deposit not received in the time prescribed by GUDM.
  - c) Offer submitted only in physical form.
  - d) If the consultant has quoted rates with additional condition and counter conditions
  - e) In case of any deviation in the terms of reference, terms and conditions of the tender.
  - f) If the "Technical Bid" of any firm is decided as non-responsive the "Price Bid" of that firm shall not be opened
  - g) If the rates are unworkable.

## **6.0 PROPOSAL EVALUATION :**

### **6.1 General:**

From the time the bids are opened to the time the contract is awarded any effort made by the Firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

### **6.2 Evaluation of Technical Proposals:**

The individual member of the evaluation committee appointed by the Client will carry out the evaluation of proposals on the basis of mandatory requirement for general and specific criteria and scoring criteria specified in the section 2 (c) eligibility criteria for qualification. Each responsive proposal shall be preliminarily evaluated to assess their performance and their capability with respect to mandatory requirement for general and specific criteria. Based on this evaluation of responsiveness of bid shall be decided. The consultant who do

not satisfy this mandatory requirement, their bid will be considered non responsive. No further evaluation shall be made for such bid and the consultant disqualifying for further evaluation. Each responsive proposal shall be further evaluated for technical content and will be given a technical score (St). Any proposal found unsuitable shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the section 2 (c) eligibility criteria for qualification. The Client shall notify consultants of the rejection of their Technical Proposal indicating that their Financial Proposals shall remain unopened & their EMD shall be returned after completing the selection process.

**6.3 First Stage Evaluation for qualification:**

The qualification of the consultants offer shall be based on mandatory qualifying requirement and further by marking system proposed as under:

**Infrastructure Section:**

Tender shall be evaluated based on **QCBS** formula in which weightage of **Technical Part shall be 80%** while weightage of **Financial Part shall be 20%**.

For **technical scoring a weightage of 100marks** is assigned. In which **80% weightage shall be consider from the Infrastructure Section**. To qualify technically in Infrastructure Section, it is required that a Sole Bidder or Lead member of the JV/Consortium should score minimum 60% marks in each of the following three individual parameters (group) and at least 80 marks overall from the Infrastructure section.

| <b>Sl.No.</b> | <b>Category</b>   | <b>Maximum Marks</b> |
|---------------|---|----------------------|
| 1.            | Relevant Experience of the Consultant’s Firm in last five years in India      | 30                   |
| 2.            | Proposed Methodology and Work Plan  | 15                   |
| 3.            | Relevant Qualification, Experience and work relationship of the Key Personnel | 55                   |
|               | <b>Total</b>  | <b>100</b>           |

Any proposal not complying with the instructions or is poorly presented or has omissions shall be liable to rejection at this stage.

**IT and Communication Section:**

Tender shall be evaluated based on **QCBS** formula in which weightage of **Technical Part shall be 80%** while weightage of **Financial Part shall be 20%**.

For **technical scoring a weightage of 100marks** is assigned. In which **20% weightage shall be consider from the IT & Communication Section**. To qualify technically in IT & Communication Section, it is required that a IT member of JV/Consortium should score minimum 60% marks in any of the Four individual parameters (group) as mentioned below and at least 80 marks overall from the IT and Communication section.

| <b>Sr. No.</b> | <b>Category</b>  | <b>Maximum Marks</b> |
|----------------|--|----------------------|
| 1              | Past Experience in ICT project consulting for Government/Government PSU  | 15                   |
| 2              | Past Experience of PMC and Supervision of ICT Infrastructure projects  | 15                   |
| 3              | Should have certification in Service Management, Quality Management, Security Management and IT Services             | 10                   |
| 4              | Key IT Professional Experience engaged in the firm with at least one in each certification.                          | 20                   |
| 5              | Average Annual Turnover from ICT related implementation and Project Management Services in Last three financial year | 10                   |
| 6              | Approach & Methodology   | 20                   |
| 7              | Quality (Experience & Certifications) and Quantity of manpower deployed for this project                             | 10                   |
|                | <b>Total</b>   | <b>100</b>           |

**6.4** The consultant who scores (Technical St) 80 % marks in both Infrastructure & IT Section as stated hereinabove shall be qualified and included in the short list for opening and evaluation of their financial proposals.

**6.5 Opening and Evaluation of Financial Bids;**

After the completion of technical evaluation, the Client shall notify the successful consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

For financial evaluation, the total lump sum fee indicated in the Financial Proposal shall be considered. GUDM will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the



Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Firm to be compensated and the liability to fulfill its obligations as per the RFP within the total quoted price shall be that of the Consultant' Firm

**6.6** In order to allow comparison of financial proposal on a common basis, each financial proposal will be carefully scrutinized and total price shall be determined. For financial scoring 80% weightage shall be considered from the infrastructure section and 20% weightage shall be considered from IT and Communication section. The score for each financial proposal is inversely proportional to its total price.

**6.7 Formula for determining the Technical scores:**

$$S_t = (80\% \times T_1) + (20\% \times T_2)$$

$S_t$  is the Final Technical score,

$T_1$  is the score of Infrastructure section,

$T_2$  is the score of IT & Communication section,

**6.8 Formula for determining the financial scores:** The financial score ( $S_f$ ) of other financial proposal will be computed as under:

The lowest financial proposal ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points.

$S_{f1} = 100 \times F_{m1} / F_1$ , in which  $S_{f1}$  is the financial score,  $F_{m1}$  is the lowest price and  $F_1$  is the price of the proposal under consideration for infrastructure projects.

$S_{f2} = 100 \times F_{m2} / F_2$ , in which  $S_{f2}$  is the financial score,  $F_{m2}$  is the lowest price and  $F_2$  is the price of the proposal under consideration for IT and Communication projects.

$$S_f = (80\% \times S_{f1}) + (20\% \times S_{f2})$$

$S_{f1}$  is the Price of Infrastructure section,

$S_{f2}$  is the Price of IT & Communication section

**6.9 Combined and final evaluation**

Proposals of the qualified applicant consultants during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).

The weights given to the Technical and Financial Proposals are:

T = 80%, and

P = 20%

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated.

Proposals will be ranked according to their combined technical (St) and financial

(Sf) scores using the weights (T = the weightage given to the Technical Proposal;

P = the weightage given to the Financial Proposal; T + P = 1) as under.

**S = St x T% + Sf x P%.**

*Note: In this tender S=80% x St + 20% x Sf*

**The Firm achieving the highest combined technical and financial will be ranked as first**

- 6.10 This evaluation procedure reflects the high importance attached to quality and competence. Please note that the Client is not bound in any manner to select any of the Firms submitting proposals or to select the Firm offering the lower price

#### **6.0 AWARD OF CONTRACT :**

The allocation of the consultancy work will be decided by competent authority of client without any prejudice to any consulting agency.

#### **7.0 CONFIDENTIALITY :**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Firm has been notified that it has been awarded the contract.

#### **8.0 MODE OF EXECUTION**

The works of Smart City & AMRUT and other infrastructure projects of center and state Govt. projects are spread over entire Gujarat state. A number of works are to be taken up simultaneously in the state. Therefore, the online tenders for consultancy work are invited at the level of head office of GUDM.

The receipt of tenders, evaluation of the bid, selection of the consultant and award of work shall be processed at head office of GUDM. The successful consultant shall execute the agreement for consultancy work with the GM (Tech), Technical Cell, GUDM, Gandhinagar. However, the actual work shall be performed with the concerned governing body of the project. The consultant shall be responsible to the concerned officers in charge of the work

for the implementation of consultancy work. The performance of the consultant shall be monitored, reviewed based on the report of officer in-charge.

**SECTION – 2(B)**

**DATASHEET**

**SECTION- 2(B)****DATA SHEET****Information to Consultants**

| <b>Sr. No.</b> | <b>Section/<br/>Clause No</b> | <b>Reference</b>  | <b>Detail</b>   |
|----------------|-------------------------------|---|---|
| 1              | Section 2 (A),<br>1.1         | The name of the Client is                                 | Gujarat Urban Development Mission   |
|                |                               | The method of selection is                                | Quality and Cost-Based Selection  |
|                |                               | The Guidelines are  | As mentioned in this RFP  |
| 2              |                               | Technical and a Financial Proposals are requested         | Yes   |
| 3              | Section 2 (A);<br>1.3         | The Assignment is phased                                  | Yes<br><br>Broadly the role of PMC shall be to support on continuous basis. The consultant will be actively involved in planning & implementation phases. However, the project identified for implementation under the Missions shall be taken up based as per Annual Plan prepared by the consultant in consultation with the department.  |
| 4              |                               | The main objectives and description of the Assignment are | The broad role of the Project Management Consultant shall be to assist to GUDM to manage various Urban Infrastructure Development Projects of GUDM, and the responsibility shall include: <ul style="list-style-type: none"><li>• Assist GUDM in preparation of Annual Plans, prioritization of projects, implementation of E-governance and ICT initiatives, asset management, system audit and overall project monitoring &amp; support</li><li>• Pre feasibility, Feasibility Studies</li><li>• Assist GUDM in bid process management from preparation of bid to evaluation and finalization of contract.</li><li>• Assist GUDM in carrying out construction supervision, contract administration progress monitoring, quality control, testing, test check of invoices, resolution of claim, change</li></ul> |

|    |  |  |  |
|----|--|--|--|
|    |  |  | <p>in design, and taking over, and safety management for all contracts.</p> <ul style="list-style-type: none"> <li>Inspect mechanical and electrical equipment at manufacturers' works as and when required in India and submit an acceptance/rejection report for considerations of GUDM engineers who will also witness such equipment inspection along with consultant's inspection engineer(s).</li> <li>Prepare project schedule and render necessary assistance to GUDM in monitoring the project</li> <li>Ensure time bound completion of the works to be executed strictly as per the specifications laid down in the bid documents. Assist the GUDM Engineers for other project management related activities of the contracts.</li> <li>Carry out review of design and construction documents furnished by the Contractor. The review and approval of Contractor's designs shall run parallel to the construction works</li> </ul> |
| 5  |  | Scope of Services for Consultancy Services                       | Refer Terms of Reference   |
| 6  |  | A pre bid conference will be held                                | Yes  |
| 7  | Section 2 (A);<br>Clause 1.5             | The Client will provide the inputs / assistance to the Firm      | As mentioned in Request for Proposal.  |
| 8  | Section 2 (A);<br>Clause 1.7.2           | The Client envisages the need for continuity for downstream work | No   |
| 9  | Section 2 (A);<br>Clause 4.1, 4.3<br>(v) | Proposals should be submitted in the language(s)                 | English.   |
| 10 |  | Firm / entity may associate with other short-listed Firm         | NA   |
| 11 | Section 2(C)                             | Minimum required   | As per RFP   |

|    |   |  |   |
|----|---|--|---|
|    |   | qualification of the Firm and experience                                     |   |
| 12 | Section 2(C)  | The minimum required experience of proposed key staff                        | As per RFP  |
| 13 | Section 2 (A);<br>Clause 4.3 (v)                          | Reports which are part of the assignment must be written in the language(s): | English.  |
| 14 | Refer Section 4<br>Clause 6.8 of<br>Terms of<br>Reference | The Client will provide the following inputs/ assistance                     | As per RFP  |
| 15 | Section 5, GCC<br>Clause 1.12                             | The clauses on fraud and corruption in the contract                          | As per RFP  |
| 16 |   | Training is an important feature of this Assignment                          | Yes, as per RFP   |
| 17 |   | Cost   | in Indian Rupees  |
| 18 |   | Validity of the Proposal   | 180 days after date of submission   |
| 19 | Section 2 (A);<br>Clause 1.4                              | Clarification on Bid   | May be requested on or before the pre-bid meeting date and time.<br><br>The address for requesting clarifications is ;<br><br>Mr. R A Jethwa<br>General Manager(Tech), GUDM, Gandhinagar<br>Mob.No.9978406559 |
| 20 |   | The proposal submission address is addressed to                              | General Manager (Tech) GUDM& GM (Tech.)<br>Gujarat Urban Development Mission,<br>GMFB Building, Sector-10A,<br>Gandhinagar, Gujarat – 382010  |
| 21 |   | Proposals must be submitted not later than the date and time                 | As per date and time given in NIT   |
| 22 | Section 2 (A);  | Mode of Submission   | On line and Hard copy Submission<br><br>Consultants must submit its technical proposal in   |

|    |                              |                    |  |
|----|------------------------------|--------------------|--|
|    | Clause 5.4                   |                    | <p>CD-ROM with one hard copy as per the online submission.</p> <p>Technical and price bid shall be submitted online on or before the date.</p>   |
| 23 | Section 2 (A);<br>Clause 5.3 | Tender Fee & EMD   | <p>Tender fee and Earnest money shall be submitted (original) in physical form (hard copy) to the General Manager (Tech), GUDM as per the date mentioned in NIT</p> <p>Tender Fee - Rs. 20,000/-</p> <p>Earnest Money Deposit – Rs. 50 Lacs</p>            |
| 24 |                              | Opening of the bid | <p>The online technical bid opening shall be on the date mentioned in NIT</p> <p>In the first phase, the opening of following formats for preliminary requirement of the proposal such as EMD, bid processing fee (tender fee) and technical proposal.</p> |



**SECTION – 2(C)**

**ELIGIBILITY CRITERIA FOR QUALIFICATION**

## SECTION – 2(C)

### ELIGIBILITY CRITERIA FOR QUALIFICATION

**To qualify, the consultant must have to satisfy the following Mandatory (General & Specific) qualifying requirements.**

#### **1.0 General Requirement**

- (a) The Sole Bidder or the Lead Bidder in case of a JV/Consortium must have an office in India, operating for minimum last 10 Years and should be registered under Indian Companies Act 1956, and latest amendment. A certificate of incorporation and PAN Card must be furnished with technical proposal.
- (b) The Sole Bidder or the Lead Bidder in case of a JV/Consortium must have an ISO: 9001 certification from last 8 years. (A copy of the certificates must be furnished with Technical Proposal).
- (c) The sole bidder/Lead Bidder/Consortium member should not have been blacklisted / debarred/termination of contract except for reasons of convenience of client by any Government / **Government Board / Corporation / Company/Statutory Body / PSU company/Non-Government/Private Agencies** and Funding Agencies in the last 10 years.
- (d) The experience and financial capability of parent company shall not be considered in case of any Indian Subsidiary.
- (e) **Firms are allowed to form Joint venture or Consortium with another Firm specialized in providing services for IT and Communication services and Implementation.**
- (f) Experience of personnel in consultancy organizations shall only be considered.

#### **2.0 Specific Requirement for Infrastructure work**

- (a) The Sole Bidder or Lead Bidder in case of the JV/ Consortium shall have a minimum Annual Turnover of Rs. 300 (Rupees three hundred Crore only) per annum from professional fees in any 3 (three) financial years during last five years from Indian Operations only. (Audited Balance sheet from certified Chartered Accountant to be furnished).
- (b) **Lead Bidder must be a multidisciplinary consultancy organization have successfully supervised commissioning of infrastructure projects such as water supply, water treatment plant, underground drainage, sewerage treatment plant, storm water system, solid waste management, power supply& distribution system and roads in last Ten years (10 years) of total value of not less than Rs. 2000 Crores.** The scope of these projects should include Program Management/Detailed engineering design, cost estimation, bid documentation, evaluation of bids and preparation of contract documents, construction supervision/Project

management services & commission in of the system for projects in India (Furnish copy performance certificate issued by the Owner/Employer not below the rank of Executive engineer).

- (c) Sole Bidder or Lead Bidder of the JV/Consortium should have experience as PMC for successfully implemented /commissioned projects which should include all of the following
- (i) at least one project worth Rs 100 Cr of Water supply
  - (ii) at least one project worth Rs 100 Cr of sewerage system and
  - (iii) projects worth Rs 500 Cr should have been carried out in Urban areas during the last five years.

**In case consultant fails to satisfy the above requirements, the bid shall be considered non responsive and shall not be considered for further evaluation and the consultant shall be disqualified at this stage.**

### **2.1 Specific Requirement for IT and Communication work**

- (a) Sole Bidder or Member of the JV/Consortium member should be an established IT consulting or implementation service company, and should be in IT business operation for more than 5 years as evidenced by Certificate of Incorporation and Certificate of Commencement of Business issued by Registrar of Companies.
- (b) Sole Bidder or Member of the JV/Consortium member should have an Average Annual Turnover from ICT consultancy/implementation services of Rs. 30 Cr for the last 3 years of which they should have done at least 3 consultancy assignments in the area of e-Governance, IT Services advisory, audit, etc for the PSU/State Government/Central Government of at least Rs 2 Cr each and 3 projects in the area of ICT infrastructure implementation, PMC and supervision each with a value of at least Rs 2 Cr

### **3.0 Scoring Criteria for Infrastructure & IT & Communication**

**The relevant experience of the firm shall be evaluated based on the marking system as under. The Sole Bidder or Lead Bidder & Member in case of a JV/Consortium shall have to satisfy the following criteria and as per the parameters, marking shall be given and accordingly evaluation shall be made.**

Tender shall be evaluated based on **QCBS** formula in which weightage of **Technical Part shall be 80%** while weightage of **Financial Part shall be 20%**.

**Formula for determining the Technical scores:**

$$St = (80\% \times T1) + (20\% \times T2)$$

St is the Final Technical score,

T1 is the highest score of **Infrastructure section**,

T2 is the highest score of **IT & Communication section**,

**Note:**

For **technical scoring a weightage of 100marks** is assigned. In which **80% weightage shall be consider from the Infrastructure Section**. To qualify technically in Infrastructure Section, it is required that a Sole Bidder or the Lead Bidder in case of a JV/Consortium should score minimum 60% marks in the following Three individual parameters (group) and at least 80 marks overall from the Infrastructure section.

**4.0 Scoring for Infrastructure Section**

| Form No. | Maximum Score | Criteria  |
|----------|---------------|---|
| 3C-2     | 7.5           | Marks for bidders experience shall be as per the following scoring criteria:<br>(a) Experience in water supply projects in urban area with a minimum project cost of Rs 100 Cr in last 10 years: <ul style="list-style-type: none"> <li>• More than 3 project –5 Marks</li> <li>• 3 projects - 4 marks</li> <li>• 2 project – 3 marks</li> <li>• 1 project – 2 marks</li> </ul>   |
|          |               | (b) Experience in water treatment plant for a minimum capacity of 100 MLD in last 10 years designed as per CPHEEO standards. Additional marks for plants with higher capacity shall be as follows: <ul style="list-style-type: none"> <li>• Above 200 MLD – 2.5 Marks</li> <li>• Above 150 upto 200 MLD – 1.5 marks</li> <li>• 100 and upto150 MLD – 1 mark</li> </ul>  |
| 3C-3     | 7.5           | Marks for bidders experience shall be as per the following scoring criteria:<br>(a) Experience in Sewerage projects in urban area with a minimum project cost of Rs 100 Cr in last 5 years: <ul style="list-style-type: none"> <li>• More than 3 project – 2.5 Marks</li> <li>• 3 projects - 2 marks</li> <li>• 2 project – 1.5 marks</li> <li>• 1 project – 1 mark</li> </ul> (b) Experience in design & execution of gravity sewer lines in RCC/ HDPE/ PVC pipes for a min 20 Km length of pipeline of waste water in last 5 years with diameter as below: <ul style="list-style-type: none"> <li>• 60 Km &amp; above - 2.5 Marks</li> <li>• 40 – 60 Km -1.5 marks</li> <li>• 20 – 40 Km– 1 mark</li> </ul> |

|      |     |  |
|------|-----|--|
|      |     | <p>(c) Experience of the firm in detailed engineering of Sewerage system of min. 30 MLD in the last 5 years. Additional marks for plants with higher capacity shall be as follows:</p> <ul style="list-style-type: none"> <li>• Above 70 MLD – 2.5 Marks</li> <li>• Above 50 upto 70 MLD – 1.5 marks</li> <li>• Above 30 upto 50 MLD – 1 mark</li> </ul>   |
| 3C-4 | 2.5 | <p>Firm's experience as PMC services in Roads/infrastructure, Urban Mobility &amp; public Transportation projects, footpath, underpass, pedestrian over-bridge, escalator&amp; parking lots, non-motorized transport system in the last 5 years. The marking criteria for the first project shall be as under:</p> <p>Experience in design &amp; supervision of execution of transportation/urban mobility projects in urban area with a minimum project cost of Rs 10 Cr:</p> <ul style="list-style-type: none"> <li>• Above 30 upto 50 Cr– 2 Marks</li> <li>• Above 20 upto 30 Cr – 1.5 marks</li> <li>• Above 10 upto 20 Cr – 1 mark</li> </ul> <p>Additional 0.5 marks shall be given for a second project meeting the minimum criteria.</p> |
| 3C-5 | 2.5 | <p>Firm's experience in smart initiatives 24x7 Water Supply, SCADA implementation, NRW projects, Smart metering, Asset mapping &amp; Digitization in Urban areas in the last 5 years. The marking criteria shall be as under:</p> <p>Experience in design &amp; supervision of execution of smart solution projects in in water supply sector in urban area with a minimum project cost of Rs 20 Cr:</p> <ul style="list-style-type: none"> <li>• Above 50 upto 75 Cr– 2 Marks</li> <li>• Above 30 upto 50 Cr – 1.5 marks</li> <li>• Above 20 upto 30 Cr – 1 mark</li> </ul> <p>Additional 0.5 marks shall be given for a second project meeting the minimum criteria.</p>   |
| 3D-1 | 2.5 | <p>Experience of the firm in work of Landscaping, green spaces, parks, development of water bodies &amp; city beautification projects in the last 5 years. The marking criteria shall be as under:</p> <p>Experience in above mentioned projects in urban area with a minimum project cost of Rs 5 Cr:</p> <ul style="list-style-type: none"> <li>• Above 10 Cr – 2 Marks</li> <li>• Above 7.50 upto 10Cr – 1.5 marks</li> <li>• Above 5upto7.5 Cr – 1 mark</li> </ul> <p>Additional 0.5 marks shall be given for a second project meeting the minimum criteria.</p>   |
| 3D-2 | 2.5 | <p>Firm's experience in Storm Water Projects in Urban areas in the last 5 years having an area of 30 sq-km. The marking criteria for the first project shall be as under:</p> <ul style="list-style-type: none"> <li>• Above 60sq-km– 2 Marks</li> <li>• Above 40 up to 60sq-km – 1.5 marks</li> <li>• 30 and upto 40 sq-km – 1 mark</li> </ul> <p>Additional 0.5 marks shall be given for a second project meeting the minimum criteria.</p>  |
| 3D-3 | 2.5 | <p>Firm's experience in DPR preparation/review, bid process management and supervision of Solid waste management projects</p>  |

|                                   |                | <p>having a population of 5 lakh persons. The marking criteria for the first project shall be as under:</p> <ul style="list-style-type: none"> <li>• Above 15 lakh– 2 Marks</li> <li>• Above 5 upto 15lakh – 1.5 marks</li> <li>• Up to 5lakh – 1 mark</li> </ul> <p>Additional 0.5 marks shall be given for a second project meeting the minimum criteria.</p>   |                          |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
|-----------------------------------|----------------|---|--------------------------|--|--|--|-------------|----------------|----------------|-------------|-------------------------------|---|---|---|--------------------|---|---|---|------------------------|---|---|---|---------------------|---|---|---|---------------------|---|---|---|--------------------|---|---|---|-------------------------------|---|---|---|-------|---|--|----|-----------------------------|--|--|--|-------------|----------------|---------------|-------------|------------|---|---|---|--------------|---|---|---|------------------|---|---|---|-----------------------------------|---|---|---|------------------|---|---|---|--------------------------------|---|---|---|---------------------|---|---|---|-------|---|--|----|---------------------------|--|--|--|-------------|----------------|---------------|-------------|-------------------------|---|---|---|-----------------|---|---|---|
| 3D-4                              | 2.5            | <p>Experience of the firm in Sustainability &amp; Energy Efficiency projects including Green Buildings and renewable energy projects like solar, biogas, etc. The marking criteria for each project shall be as 0.5 marks meeting any of the following criteria:</p> <ul style="list-style-type: none"> <li>• Sustainable Water solution for a township</li> <li>• Platinum rated Green Building facility</li> <li>• Solar power generation project of &gt; 500 kW</li> <li>• Wind power generation of &gt; 1 MW</li> <li>• Biogas power project &gt; 500 kW</li> </ul>   |                          |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| 3D-5<br>3D-6                      | 15             | <p>Understanding of TOR, Bid Quality &amp; Responsiveness to RFP– 2.5 Marks<br/>Approach and Methodology for executing the project – 10 Marks<br/>Work Program and personnel schedule – 2.5 Marks</p>   |                          |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| 3B-5<br>3D-7<br>3D-8              | 55             | <table border="1"> <thead> <tr> <th colspan="4"><u>Key Professionals</u></th> </tr> <tr> <th>Designation</th> <th>No. of Persons</th> <th>Marks / person</th> <th>Total Marks</th> </tr> </thead> <tbody> <tr> <td>Project Manager (Team Leader)</td> <td>1</td> <td>4</td> <td>4</td> </tr> <tr> <td>Urban/Town Planner</td> <td>1</td> <td>3</td> <td>3</td> </tr> <tr> <td>Public Health Engineer</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Mechanical Engineer</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Electrical Engineer</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Environment Expert</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Procurement/Contract Engineer</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>TOTAL</td> <td>7</td> <td></td> <td>17</td> </tr> <tr> <th colspan="4"><u>Expert Professionals</u></th> </tr> <tr> <th>Designation</th> <th>No. of Persons</th> <th>Marks /person</th> <th>Total Marks</th> </tr> <tr> <td>PPP Expert</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Legal Expert</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>GIS Professional</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Solid Waste Management Specialist</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Financial Expert</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Energy Conservation Specialist</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>Structural Engineer</td> <td>1</td> <td>2</td> <td>2</td> </tr> <tr> <td>TOTAL</td> <td>7</td> <td></td> <td>14</td> </tr> <tr> <th colspan="4"><u>Zonal / Site Staff</u></th> </tr> <tr> <th>Designation</th> <th>No. of Persons</th> <th>Marks/ person</th> <th>Total Marks</th> </tr> <tr> <td>Zonal Project In-charge</td> <td>4</td> <td>1</td> <td>4</td> </tr> <tr> <td>Safety Engineer</td> <td>4</td> <td>1</td> <td>4</td> </tr> </tbody> </table> | <u>Key Professionals</u> |  |  |  | Designation | No. of Persons | Marks / person | Total Marks | Project Manager (Team Leader) | 1 | 4 | 4 | Urban/Town Planner | 1 | 3 | 3 | Public Health Engineer | 1 | 2 | 2 | Mechanical Engineer | 1 | 2 | 2 | Electrical Engineer | 1 | 2 | 2 | Environment Expert | 1 | 2 | 2 | Procurement/Contract Engineer | 1 | 2 | 2 | TOTAL | 7 |  | 17 | <u>Expert Professionals</u> |  |  |  | Designation | No. of Persons | Marks /person | Total Marks | PPP Expert | 1 | 2 | 2 | Legal Expert | 1 | 2 | 2 | GIS Professional | 1 | 2 | 2 | Solid Waste Management Specialist | 1 | 2 | 2 | Financial Expert | 1 | 2 | 2 | Energy Conservation Specialist | 1 | 2 | 2 | Structural Engineer | 1 | 2 | 2 | TOTAL | 7 |  | 14 | <u>Zonal / Site Staff</u> |  |  |  | Designation | No. of Persons | Marks/ person | Total Marks | Zonal Project In-charge | 4 | 1 | 4 | Safety Engineer | 4 | 1 | 4 |
| <u>Key Professionals</u>          |                |   |                          |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Designation                       | No. of Persons | Marks / person  | Total Marks              |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Project Manager (Team Leader)     | 1              | 4   | 4                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Urban/Town Planner                | 1              | 3   | 3                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Public Health Engineer            | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Mechanical Engineer               | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Electrical Engineer               | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Environment Expert                | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Procurement/Contract Engineer     | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| TOTAL                             | 7              |   | 17                       |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| <u>Expert Professionals</u>       |                |   |                          |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Designation                       | No. of Persons | Marks /person   | Total Marks              |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| PPP Expert                        | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Legal Expert                      | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| GIS Professional                  | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Solid Waste Management Specialist | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Financial Expert                  | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Energy Conservation Specialist    | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Structural Engineer               | 1              | 2   | 2                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| TOTAL                             | 7              |   | 14                       |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| <u>Zonal / Site Staff</u>         |                |   |                          |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Designation                       | No. of Persons | Marks/ person   | Total Marks              |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Zonal Project In-charge           | 4              | 1   | 4                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |
| Safety Engineer                   | 4              | 1   | 4                        |  |  |  |             |                |                |             |                               |   |   |   |                    |   |   |   |                        |   |   |   |                     |   |   |   |                     |   |   |   |                    |   |   |   |                               |   |   |   |       |   |  |    |                             |  |  |  |             |                |               |             |            |   |   |   |              |   |   |   |                  |   |   |   |                                   |   |   |   |                  |   |   |   |                                |   |   |   |                     |   |   |   |       |   |  |    |                           |  |  |  |             |                |               |             |                         |   |   |   |                 |   |   |   |

|                       |    |   |    |
|-----------------------|----|---|----|
| Quality Engineer      | 4  | 1 | 4  |
| Pipeline Engineer     | 4  | 1 | 4  |
| Construction Engineer | 8  | 1 | 8  |
| TOTAL                 | 24 |   | 24 |

**The weightage to be applied for qualification, experience etc. of the staff.**

**For Key Professional**

**General qualification-30%**  
 Above Master's degree – Full Marks  
 Master's degree-0.75 of Full Marks  
 Graduate degree-0.50 of Full Marks

**Relevant Experience- 40%**  
 Above 15 years –Full Marks  
 Above 10 and upto 15 years -0.75 of Full Marks  
 Below 10 years –No Marks

**Full time permanent staff – 30%**  
 More than 2 years - Full Marks  
 1 to 2 years – 0.75 of Full Marks  
 Less than 1 year – 0.5 of Full Marks

**For Expert Professional**

**General qualification-30%**  
 Above Master's degree – Full Marks  
 Master's degree-0.75 of Full Marks  
 Graduate degree-0.50 of Full Marks

**Relevant Experience- 40%**  
 Above 10 years –Full Marks  
 Above 8 and upto10 years -0.75 of Full Marks  
 Below 8 years –No Marks

**Full time permanent staff – 30%**  
 More than 2 years - Full Marks  
 1 to 2 years – 0.75 of Full Marks  
 Less than 1 year – 0.5 of Full Marks

**For Zonal Staff**

**\*\*The qualification marks for Project In charge staff only**

**General qualification-30%**  
 Above Master's degree – Full Marks  
 Master's degree-0.75 of Full Marks  
 Graduate degree-0.50 of Full Marks

**Relevant Experience- 40%**  
 Above 8 years - Full Marks  
 Above 5 and upto8 years -0.75 of Full Marks  
 Below 5 years –No Marks

**Full time permanent staff – 30%**  
 More than 2 years - Full Marks  
 1 to 2 years – 0.75 of Full Marks  
 Less than 1 year – 0.5 of Full Marks

**5.0 Scoring Criteria for IT and Communication work**

**The relevant experience of the firm shall be evaluated based on the marking system as under. The Lead Bidder/JV/Consortium shall have to satisfy the following criteria and as per the performance, marking shall be given and accordingly evaluation shall be made.**

**Note:-**

For **technical scoring a weightage of 100marks** is assigned. In which **20% weightage shall be consider from the IT & Communication Section**. To qualify technically in Infrastructure Section, it is required that a Lead Bidder/JV/Consortium should score minimum 60% marks in the minimum Five individual parameters (group) as mentioned below and at least 80 marks overall from the Infrastructure section.

| Form No. | Criteria   | Description (Value in INR)  | Maximum | Supporting                                       |
|----------|--|---|---------|--|
| 3C-1.2   | Past Experience in <b>ICT project consulting</b> for Government/Government PSU   | 1 Project in India with a consulting value of over 2 Cr in last 5 years - 5 Marks<br><b>**Two marks for each additional such projects mentioned in the list subject to max. Marks of 10 in this parameter.</b>  | 15      | Authorized CA Certificate/Completion Certificate |
| 3C-1.3   | Past Experience of <b>PMC and Supervision of ICT Infrastructure</b> projects   | 1 Project in India with a consulting value of over 2 Cr last 5 years - 5 Marks<br><b>**Two marks for each additional such projects mentioned in the list subject to max. Marks of 10 in this parameter.</b>   | 15      | Authorized CA Certificate/Completion Certificate |
| 3B-5.2   | Bidder should have <b>certification in Service Management, Quality Management, Security Management and IT Services</b> | a. ISO 20000:2011 for Service Management – <b>2.5</b> Marks<br>b. ISO 9001:2008 for Quality Management – <b>2.5</b> Marks<br>c. ISO 27001:2013 for Security Management Services – <b>2.5</b> Marks<br>d. SEI-CMMI for Services Level 3 for IT related projects – <b>2.5</b> Marks                                 | 10      | Copy of Certificate                              |
| 3B-5.1   | Key IT Professional Experience engaged in the firm with <b>at least one in each certification.</b>                     | a. ITIL Certified – 2 Marks<br>b. CISSP Certified – 2 Marks<br>c. VCP Certified – 2 Marks<br>d. CISA Certified – 2 Marks<br>e. CISM Certified – 2 Marks<br>f. CRISC Certified – 2 Marks<br>g. PMP Certified – 2 Marks<br>h. OCP Certified – 2 Marks<br>i. CDCP Certified – 2 Marks<br>j. CCNP Certified – 2 Marks | 20      | Copy of Certificate                              |
| 3B-1.1   | Average Annual Turnover from <b>ICT related implementation and Project Management</b>                                  | Average turnover of last 3 years:<br>a. >60 Cr - 10 Marks,<br>b. 30Cr to <60Cr- 7 Marks,<br>c. =30 Cr - 5 mark  | 10      | Authorized CA Certificate                        |



|                  |  |  |     |  |
|------------------|--|--|-----|--|
|                  | <b>Services</b> in Last three financial year   |  |     |  |
| 3D-5.1           | Approach & Methodology   | Comprehensive approach and methodology including frameworks to used, risks for project and mechanism for citizen feedback  | 20  |  |
| 3B-5.1<br>3D-7.1 | Quality (Experience & Certifications) and Quantity of manpower deployed for this project | <p><b>Key Personnel-3 Marks</b><br/> <b>General qualification-30%</b><br/> Above Master’s degree – Full Marks<br/> Master’s degree-0.75 of Full Marks<br/> Graduate degree-0.50 of Full Marks<br/> <b>Relevant Experience- 40%(for Key Professional)</b><br/> Above 15 years –Full Marks<br/> Above 10 and upto 15 years -0.75 of Full Marks<br/> Below 10 years –No Marks<br/> <b>Full time permanent staff – 30%</b><br/> More than 2 years - Full Marks<br/> 1 to 2 years – 0.5 of Full Marks</p> <p><b>Expert Professional-5 Marks</b><br/> <b>General qualification-30%</b><br/> Above Master’s degree – Full Marks<br/> Master’s degree-0.75 of Full Marks<br/> Graduate degree-0.50 of Full Marks<br/> <b>Relevant Experience- 40%(for Expert Professional)</b><br/> Above 10 years –Full Marks<br/> Above 8 and upto10 years -0.75 of Full Marks<br/> Below 8 years –No Marks<br/> <b>Full time permanent staff – 30%</b><br/> More than 2 years - Full Marks<br/> 1 to 2 years – 0.5 of Full Marks<br/> <b>Zonal Professional-2 Marks</b><br/> <b>**The qualification here is for Project In charge staff only</b><br/> <b>General qualification-30%</b><br/> Above Master’s degree – Full Marks<br/> Master’s degree-0.75 of Full Marks<br/> Graduate degree-0.50 of Full Marks<br/> <b>Relevant Experience- 40%</b><br/> Above 8 years - Full Marks<br/> Above 5 and upto8 years -0.75 of Full Marks<br/> Below 5 years –No Marks<br/> <b>Full time permanent staff – 30%</b><br/> More than 2 years - Full Marks<br/> 1 to 2 years – 0.5 of Full Marks</p> | 10  |  |
| TOTAL            |  |  | 100 |  |

**SECTION – 2(D)**  
**SPECIAL INSTRUCTIONS**

## SECTION – 2(D)

### SPECIAL INSTRUCTIONS

#### Information to Consultants

##### 1.0 Submission of Proposal:

Your proposal shall be submitted in two parts, viz.

- **Technical proposal for qualification**
- **Financial Proposal i.e. Price Bid.**

The proposal is to be submitted on online and hard copy as described in the RFP documents. The consultant is advised to take care that all the formalities are completed as required. These include:

1. Bid processing fee of as specified in the data sheet is paid and its scan copy of receipt is submitted online by uploading scanned copy of the same.
2. EMD as specified in the data sheet is paid in required format and its receipt / document is submitted online by uploading the scanned copy of the same.
3. Selection of consultant by the agency will be quality and cost based selection (QCBS) method out of firms responding to the RFP.

##### 2.0 Technical proposal for qualification:

The technical proposal for qualification shall demonstrate firm's general and specific experience in the area of water supply, sewerage system, storm water system, solid waste management, septage management, urban mobility, city beautification, smart metering, SCADA implementation, Energy efficiency, sustainability, IT implementation, e-Governance. The consultant should have experience in carrying out Feasibility studies, planning and program management, DPR preparation, detailed design, design review, procurement assistance project management, construction supervision, inspection and quality control aspects of project in the above identified areas. The technical proposal should also demonstrate resources for carrying out engineering supervisor services.

The technical proposal shall also demonstrate the Firm's understanding of the project requirements and of the requisite tasks set forth in the Request for Proposal, as included in Section - 4. The technical proposal shall not contain any cost information whatsoever related to the Services to be rendered. The information and documentation to be provided in the

technical proposals is listed below and shall be provided in the specific format as indicated in Section – 3.

- (a) Information of the history, background, organization, registration and legal status (Pvt. Ltd., Ltd. Co., Partnership, etc.) and on general experience and experience of similar nature as the services put to proposal of your Firm.
- (b) Descriptions, in the format enclosed, of the works carried out by consultancy Firm and your associate(s), if any. The experience so claimed shall be limited to projects for which the Firm and/or associate(s) were legally contracted as (a) corporate entity (ies).
- (c) Financial information regarding your Firm
- (d) A description of the general understanding of the Firm about the projects and the approach the Firm will take to carry out the services based on the requirements of the Request for Proposal. Such description may include as deemed relevant and also comprise comments on the Request for Proposal or other aspects of the services to be rendered. e.g. site supervision procedures, methods of measurements and acting in the capacity of Engineer in the manner determined, which may contribute to performance in carrying out the services.
- (e) A work program, which shall distinguish clearly between the phases of
  - Pre-feasibility and Feasibility Study
  - Detailed Project Report
  - Bid Process management
  - Checking and approval of detailed design and construction documents of the contractor.
  - Pre-Contract work
  - Contract Management, inspection of materials and supervision of construction works.
  - Defects Correction Supervision
  - Post contract work Supervision

For each phase, the program shall include an organization chart, an activity Bar-Chart and a staffing schedule, consistent with the construction contract information enclosed herein or otherwise made available to the consultant. The staffing schedule shall clearly indicate the duration of the assignments of proposed staff to be employed on the site of the works and elsewhere. Generally, it is considered that a competent consultant is able to carry out the

pre-contract work with minimal time inputs. In taking account of this, consultant may presume proper coordination by the Client between the mobilization of the consultant and the contractor.

Regarding project management, inspection of materials and Supervision of construction, Consultant shall consider the need for staff inputs such that standard Procedures of GUDM are adhered to while any checking of contractor's work and subsequent approval of certificates for payment by the Client can be carried out quickly and efficiently.

The consultant must establish proper system for site working procedures, documentation and communication. The Consultant is expected to provide full-time staff for qualitative and quantitative inspection of works', experienced in works like laying & jointing of pipeline, reinforced concrete construction, mechanical and electrical installation including instrumentation & automation.

In determining staff inputs, Agency shall give due attention to certain complicated parts of the construction works, which will in particular cases be carried out under day work provisions like e.g. rehabilitation of existing facilities, etc. However, depending on the caliber of the proposed staff, additional inputs for such parts of the works shall be deployed.

To provide proper contract management, inspection of materials and supervision of construction, it is expected that, for the purpose of this Contract Agreement, supervision during the defects correction period will be limited to routine site visits, by the "Project Manager" to ensure outstanding work is completed. Any other requirements will be on a Client-demanded basis and paid for pro-rata according to rates entered into the Contract Agreement.

For all components of the service, Agency shall provide adequate backstopping from his head/ branch office. Whilst such backstopping will normally be considered part of the Firm's overheads, Agency may depending on the caliber of the staff proposed provide for this separately at risk to his financial competitiveness.

- (f) A named list of proposed staff including location and duration of assignments as well as proposed positions shall be submitted by the consultant. Number and the qualifications of the staff required are provided in the specific criteria.

Full curriculum vitae of all staff proposed, in the format enclosed shall be part of the technical proposal. The curricula vitae shall comprise a description of academic or trade qualifications and of previous exposure to work related to their proposed positions.

(g) A list of facilities and provisions required to provide the service.

### **3.0 Financial Proposal**

The financial proposal shall be quoted as a percentage of project cost for project management services including Supervision of construction and inspection of materials as given in the price bid. This cost shall contain the details of costs together with breakdowns as listed in the price bid.

(a) The costs shall be given for the following phases of work, i.e.

- PMC Services defined in the RFP
- Detailed Project Report
- Bid Management process
- Pre-contract work
- Contract management, inspection of materials & Supervision of construction
- Defects correction supervision
- Post Contract work

In due consideration shall be given of the pertaining descriptions of the Request for Proposal as included in Section - 4 and of the following.

- i.) The period for preparation of Feasibility Study/ review of DPR is expected to be four weeks and the Preparation of DPR and Bid Process Management will be about 3 months and shall continue for the duration of the project
- ii.) The Period for the Pre-contract work is assumed at four weeks and shall be used to ensure that all head/ branch office and site staff to be involved fully understands
  - The Contract Agreement
  - The design and construction contract documentation
  - The activities and tasks required under their proposal position
  - The particular procedures and ways of interaction with the Employer and the contractor.

The period shall also include for the consultant's mobilization prior to the contractor entering the site.

- iii.) The Project management, inspection of materials & Supervision of construction period is **“Thirty Six months”**, from date of work order issued to the Consultant which includes the consultant’ mobilization period. The Firm shall base his pricing on this duration and account for various items in the construction contract, material and equipment to be inspected at various vendor premises located anywhere in the country, review of construction documents, activities during bid process management. There may be need for reduced/increased staff input during particular stages of works' execution. In this connection the consultants are should take note of early or delayed completion as per draft contract opened.
- iv.) The “Defects Correction Supervision” will be of duration of **12 (Twelve) months** from the date of issue of the certificate of completion to the contractor. During this period, permanent presence of Agency staff on site is not necessary. However, The Zonal Incharge during contract management and Supervision of construction shall be on standby to be available for a site visit at any time on 48 hours’ notice by the Client.
- v.) Post Contract Work will be of duration of four weeks and shall be used to ensure:**
- The removal of all material, plant, equipment and staff from the site by the contractor, agree with the Client and the contractor on all monies owed to or by the contractor, including the remaining retention money, and release all guarantees and securities in accordance with the provisions of the construction contract.
  - After clearing up of the site by the contractor is complete, carry out all work required to close the construction contract administratively.
- vi.) For each phase of the works, Agency shall consider the costs on following accounts.**
- (a) Professional staff
- Requisite professional staff for bid process management review of documents & project management services, services and inspection of materials & equipment. Some of these professional staff shall be at site of work, for which office setup will be required. For detailed staff requirement refer Appendix J.
- The price of the consultant shall be all inclusive of salaries, social charges, overheads, charges for travel of staff from home to site and field allowances for boarding and lodging, etc.
- (b) Transportation

The consultant shall make adequate transportation facilities including running and maintenance, driver's wages, charges and allowances, consumables and any other accountable and variables. This facility shall be available throughout the period of project implementation. These facilities shall also be considered while quoting Firm and fixed price under this project management consultancy services.

(c) Site Office and equipment

The price quoted by the consultant shall be all-inclusive for site office accommodation & office equipments which shall cover rent/ depreciation, operation, running and maintenance, costs for document reproduction, communication, support staff like draughtsman, tracers, office staff, computer operator with AutoCAD knowledge etc. and any other accountable and variables.

(d) Other expenses (if any)

- Any expenses not covered anywhere in foregoing paras but essential for effective, efficient project contract management shall be covered in price quoted by the consultant.
- Price quoted shall be fixed for the duration of the contract agreement, except as otherwise provided for therein.
- Cost as per the breakdown of price requested in the price bid to entered in required format provided. All rates and amounts shall be quoted in figures and words. The rates in words shall be governing in the event of a discrepancy between figures and words.

The Data Sheet indicates how long the proposals must remain valid after the submission date. 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 negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4.0 Joint venture/ Consortium allowed as per clause no 3.4, Section 2(A).**



**SECTION – 3**

**TECHNICAL PROPOSAL - STANDARD FORMS**

**SECTION - 3**

**TECHNICAL PROPOSAL - STANDARD FORMS**

**Technical Forms**

| <b>S No</b> | <b>Form</b> | <b>Content</b>   | <b>Remarks</b>   |
|-------------|-------------|--|--|
| 1.          | 3A          | Technical Proposal Submission Form   | For evaluation of Mandatory Requirement. Forms will be opened for those consultants who have submitted EMD and Bid Processing fee online as well as in physical form |
| 2.          | 3B-1.1      | Information on Infrastructure Consultancy firms organization   |  |
| 3.          | 3B-1.2      | Information on ICT Consultancy firms organization  |  |
| 4.          | 3B-2        | ISO 9001 certification   |  |
| 5.          | 3B-3        | Information on BLACKLISTING/DEBARRED/TERMINATED  |  |
| 6.          | 3B-5        | Key Personnel's Employment Details for Infrastructure PMC works  |  |
| 7.          | 3B-5.1      | Key Personnel's Employment Details for ICT PMC works   |  |
| 8.          | 3B-4A       | Project Experience in India – Infrastructure Works - 10 yrs  | For evaluation of Specific Criteria. Forms will be opened for those consultants who have passed the mandatory requirement  |
| 9.          | 3B-4B       | Project Experience in India – Infrastructure Works – 5 yrs   |  |
| 10.         | 3C-1        | Financial Information of Consultants firm for Infrastructure PMC works   |  |
| 11.         | 3C-1.1      | Financial Information of Consultants firm for ICT PMC works  |  |
| 12.         | 3C-1.2      | Firm's experience in ICT project consulting in the area of e-Governance, IT Services advisory, audit, etc. for PSU/State Government/Central Government |  |
| 13.         | 3C-1.3      | Firm's experience of PMC and Supervision of ICT infrastructure project   |  |
| 14.         | 3B-5.2      | Certification Information for ICT consultancy firm   |  |
| 15.         | 3C-2        | Firm's experience in water supply projects in urban areas  |  |
| 16.         | 3C-3        | Firm's experience in sewerage projects in urban areas  |  |
| 17.         | 3C-4        | Firm's experience in Roads, infrastructure, Urban Mobility & public Transportation projects  |  |
| 18.         | 3C-5        | Firm's experience in smart initiatives 24x7 Water Supply, SCADA implementation, Smart metering, Asset mapping & Digitization                           |  |
| 19.         | 3C-6        | Format for Project Reference   |  |
| 20.         | 3D-1        | Experience of the firm in Landscaping, Green spaces, parks, city beautification projects in urban areas  |  |
| 21.         | 3D-2        | Experience of the firm in detailed engineering of Storm Water system in Urban areas  |  |
| 22.         | 3D-3        | Firm's experience in DPR preparation, detailed engineering and/or PMC of Solid waste management projects.  |  |
| 23.         | 3D-4        | Experience of the firm in Sustainability & Energy Efficiency, Green Buildings and renewable energy projects like solar, biogas, etc.                   |  |
| 24.         | 3D 5        | Consultant's proposed methodology & work plan – Infrastructure Works   |  |
| 25.         | 3D-5.1      | Consultant's proposed methodology and work plan – ICT Works  |  |
| 26.         | 3D 6        | Activity Schedule  |  |
| 27.         | 3D 7        | Team Composition and Task assigned – Infrastructure Works  |  |
| 28.         | 3D-7.1      | Team Composition and Task assigned – ICT Works   |  |
| 29.         | 3D-8        | Format for the Curriculum Vitae  |  |
| 30.         | 3E-1        | Comments and suggestions on RFP and on data, services, facilities to be provided by the client   |  |

**FORM 3A**

**TECHNICAL PROPOSAL SUBMISSION FORM**

**(Location, Date)**

**From :( Name of Firm)**

**To: (Name & Address of Client)**

---

---

---

---

---

---

**Ladies/Gentlemen:**

**Subject:** Selection of Consultant forProject management services including construction supervision services for various water supply projects of GUDM.

We, the undersigned, offer to provide the Consultancy services for the above in accordance with your Request for Proposal dated ----- . We are hereby submitting our Proposal which includes this Technical Proposal, and Financial Proposal submitted online.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM 3B-1****INFORMATION ON INFRASTRUCTURE CONSULTANCY FIRMS ORGANISATION**

| <b>Sl. No.</b> | <b>Information</b>  | <b>:</b> | <b>Details</b> | <b>Remarks</b>                                 |
|----------------|---|----------|----------------|--|
| 1              | Name of the Firm  | :        |                |  |
| 2              | Year of incorporation   | :        |                | Certified copy of incorporation to be attached |
| 3              | Place of incorporation  | :        |                |  |
| 4              | Type of organization<br>(Partnership/Private<br>held/Publicly held) | :        |                |  |
| 5              | No. of years of operation in India                                  | :        |                |  |
| 6              | Areas of business   | :        |                |  |
| 7              | Number of technical employee  | :        |                |  |
| 8              | PF Registration number  | :        |                |  |
| 9              | PAN Detail  | :        |                | Certified copy to be attached                  |
| 10             | VAT Number  | :        |                | Certified copy to be attached                  |
| 11             | Brief profile of the firm   | :        |                | Separate document may be attached              |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-1.1**

**INFORMATION ON ICT CONSULTANCY FIRMS ORGANISATION**

| <b>Sl. No.</b> | <b>Information</b>  | <b>:</b> | <b>Details</b> | <b>Remarks</b>                                 |
|----------------|---|----------|----------------|--|
| 1              | Name of the Firm  | :        |                |  |
| 2              | Year of incorporation   | :        |                | Certified copy of incorporation to be attached |
| 3              | Place of incorporation  | :        |                |  |
| 4              | Type of organization<br>(Partnership/Private<br>held/Publicly held) | :        |                |  |
| 5              | No. of years of operation in India                                  | :        |                |  |
| 6              | Areas of business   | :        |                |  |
| 7              | Number of technical employee  | :        |                |  |
| 8              | PF Registration number  | :        |                |  |
| 9              | PAN Detail  | :        |                | Certified copy to be attached                  |
| 10             | VAT Number  | :        |                | Certified copy to be attached                  |
| 11             | Brief profile of the firm   | :        |                | Separate document may be attached              |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-2  
ISO 9001 CERTIFICATION**

| Sl. No. | Information   |   | Details | Remarks        |
|---------|---|---|---------|----------------|
| 1       | Name of the Firm  | : |         |                |
| 2       | Year of receipt of ISO Certification for the first time | : |         |                |
| 3       | Name of ISO Auditor                                     | : |         |                |
| 4       | Latest re-certification audit held in the year          | : |         |                |
| 5       | Certified copy of the latest certificate                | : |         | To be attached |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-3**  
**INFORMATION ON BLACKLISTING/DEBARRED/TERMINATION**  
**(Infrastructure & ICT Partner)**

| Sl. No. | Information  | Details | Remarks   |
|---------|--|---------|---|
| 1       | Was the consultant firm ever blacklisted/ debarred/ terminated by any Government / <b>Government Board / Government Corporation / Government Company/ Statutory Body/ PSU Company/ Non-Government/ Private Agencies</b> and Funding Agencies in last 10 years? | :       | Attached affidavit, in case no history of BLACKLISTING/DEBARRED/TERMINATION |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-4A**  
**FIRM'S EXPERIENCE IN PROJECTS IN INDIA**  
**DURING LAST TEN YEARS [PQ as per clause 2.0 (b) of Section 2 (C)]**

| Sr. No. | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|---------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|         |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1       |                 |                 |                |                  |        |                         |                                       |      |         |
| 2       |                 |                 |                |                  |        |                         |                                       |      |         |
| 3       |                 |                 |                |                  |        |                         |                                       |      |         |
| 4       |                 |                 |                |                  |        |                         |                                       |      |         |
| 5       |                 |                 |                |                  |        |                         |                                       |      |         |
| ..      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..      |                 |                 |                |                  |        |                         |                                       |      |         |
|         |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:**

1. Only the works in which the consultant had offered their services for the consultancy work for project management services including design and detailed engineering services, construction supervision and inspection services, are to be listed.
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between FY 2005-06 to FY 2014-15 are to be mentioned, chronologically.
4. Details of each project to be provided in form 3C-2 (b) attached.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:



**FORM 3B-4B**  
**FIRM'S EXPERIENCE IN PROJECTS IN INDIA**  
**DURING LAST FIVE YEARS [PQ as per clause 2.0 (c) of Section 2 (C)]**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:**

1. Only the works in which the consultant had offered their services for the consultancy work for project management services including design and detailed engineering services, construction supervision and inspection services, are to be listed.
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between FY 2009-10 to FY 2014-15 are to be mentioned, chronologically.
4. Details of each project to be provided in form 3C-2 (b) attached.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-5**  
**KEY PERSONNELS/ EXPERTS/ ZONAL STAFF' EMPLOYMENT DETAILS – INFRASTRUCTURE PMC**  
**WORKS**

| Sl. No. | Proposed Position | Name of the Person | Date of Joining of Consultant's Firm | No. of years of experience | Number of years of Service with the Consultant's Organization | Permanent/ Contract Employee |
|---------|-------------------|--------------------|--------------------------------------|----------------------------|---|------------------------------|
| 1       |                   |                    |                                      |                            |   |                              |
| 2       |                   |                    |                                      |                            |   |                              |
| 3       |                   |                    |                                      |                            |   |                              |
| 4       |                   |                    |                                      |                            |   |                              |
| 5       |                   |                    |                                      |                            |   |                              |
| ..      |                   |                    |                                      |                            |   |                              |
| ..      |                   |                    |                                      |                            |   |                              |
| ..      |                   |                    |                                      |                            |   |                              |
| ..      |                   |                    |                                      |                            |   |                              |

**Note: Attach Copy of the TDS and PF statement for each of the proposed key staff as per the table above.**

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-5.1**

**KEY PERSONNELS/ EXPERTS/ ZONAL STAFF' EMPLOYMENT DETAILS - ICT PMC WORKS**

| <b>Name of Certificate</b> | <b>No.</b> | <b>Name of the Person</b> | <b>Date of Joining of Consultant's Firm</b> | <b>No. of years of experience</b> | <b>Number of years of Service with the Consultant's Organization</b> | <b>Permanent/ Contract Employee</b> |
|----------------------------|------------|---------------------------|---|-----------------------------------|--|-------------------------------------|
| ITIL                       | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| CISSP                      | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| VCP                        | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| CISA                       | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| CISM                       | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| CRISC                      | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| PMP                        | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| OCP                        | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| CDCP                       | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |
| CCNP                       | 1          |                           |   |                                   |  |                                     |
|                            | 2          |                           |   |                                   |  |                                     |

**Note: Attach Copy of the TDS and PF statement for each of the proposed key staff as per the table above.**

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3B-5.2**  
**Certification Information for ICT Consultancy Firm**

**1. ISO 20000:2011 for Service Management**

| Sl. No. | Information   |   | Details | Remarks        |
|---------|---|---|---------|----------------|
| 1       | Name of the Firm  | : |         |                |
| 2       | Year of receipt of ISO 20000:2011 Certification for the Service Management first time | : |         |                |
| 3       | Name of ISO Auditor   | : |         |                |
| 4       | Latest re-certification audit held in the year  | : |         |                |
| 5       | Certified copy of the latest certificate  | : |         | To be attached |

**2. ISO 9001:2008 for Quality Management**

| Sl. No. | Information   |   | Details | Remarks        |
|---------|---|---|---------|----------------|
| 1       | Name of the Firm  | : |         |                |
| 2       | Year of receipt ISO 9001:2008 for Quality Management first time | : |         |                |
| 3       | Name of ISO Auditor   | : |         |                |
| 4       | Latest re-certification audit held in the year                  | : |         |                |
| 5       | Certified copy of the latest certificate                        | : |         | To be attached |

**3. ISO 27001:2013 for Security Management Services**

| Sl. No. | Information  |   | Details | Remarks        |
|---------|--|---|---------|----------------|
| 1       | Name of the Firm   | : |         |                |
| 2       | Year of receipt ISO 27001:2013 for Security Management Services first time | : |         |                |
| 3       | Name of ISO Auditor  | : |         |                |
| 4       | Latest re-certification audit held in the year                             | : |         |                |
| 5       | Certified copy of the latest certificate                                   | : |         | To be attached |

**4. SEI-CMMI for Services Level 3 for IT related projects**

| Sl. No. | Information  |   | Details | Remarks        |
|---------|--|---|---------|----------------|
| 1       | Name of the Firm   | : |         |                |
| 2       | Year of SEI-CMMI for Services Level 3 for IT related projects first time | : |         |                |
| 3       | Name of ISO Auditor  | : |         |                |
| 4       | Latest re-certification audit held in the year                           | : |         |                |
| 5       | Certified copy of the latest certificate                                 | : |         | To be attached |

FORM 3C-1

FINANCIAL INFORMATION OF CONSULTANT'S FIRM – INFRASTRUCTURE WORKS

|   | FY: 2014-15 | FY: 2013-14 | FY: 2012-13 | FY: 2011-12 | FY: 2010-11 |
|---|-------------|-------------|-------------|-------------|-------------|
| Annual Turnover from professional fees of the Consultant's firm (Rs. Crore) |             |             |             |             |             |

**Note: Attach Copy of the audited Balance Sheet certified by Chartered Accountant**

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-1.1**  
**FINANCIAL INFORMATION OF CONSULTANT'S FIRM FOR ICT (INFORMATION & COMMUNICATION TECHNOLOGY) WORKS**

|   | <b>FY: 2014-15</b> | <b>FY: 2013-14</b> | <b>FY: 2012-13</b> | <b>FY: 2011-12</b> | <b>FY: 2010-11</b> |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|
| Annual Turnover from ICT related implementation and project management services (Rs. Crore) |                    |                    |                    |                    |                    |

***Note: Attach Copy of the audited Balance Sheet certified by Chartered Accountant***

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-1.2**  
**FIRM'S EXPERIENCE IN ICT PROJECT CONSULTING IN THE AREA OF E-GOVERNANCE, IT SERVICES**  
**ADVISORY, AUDIT, ETC. FOR GOVERNMENT/GOVERNMENT PSUDURING LAST FIVE YEARS**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-1.3**  
**FIRM'S EXPERIENCE OF PMC AND SUPERVISION OF ICT INFRASTRUCTURE PROJECTS**  
**DURING LAST FIVE YEARS**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:



**FORM 3C-2**  
**INFRASTRUCTURE FIRM'S EXPERIENCE IN**  
**WATER SUPPLY PROJECTS IN URBAN AREA IN LAST TEN YEARS**

| Sr. No. | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks [Criteria met (a) or (b)] |
|---------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|-----------------------------------|
|         |                 |                 |                |                  |        |                         | Date                                  | Date |                                   |
| 1       |                 |                 |                |                  |        |                         |                                       |      |                                   |
| 2       |                 |                 |                |                  |        |                         |                                       |      |                                   |
| 3       |                 |                 |                |                  |        |                         |                                       |      |                                   |
| 4       |                 |                 |                |                  |        |                         |                                       |      |                                   |
| 5       |                 |                 |                |                  |        |                         |                                       |      |                                   |
| ..      |                 |                 |                |                  |        |                         |                                       |      |                                   |
| ..      |                 |                 |                |                  |        |                         |                                       |      |                                   |
| ..      |                 |                 |                |                  |        |                         |                                       |      |                                   |
|         |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |                                   |

**Notes:**

1. Only the works in which the consultant had offered their services for the consultancy work for project management services including design and detailed engineering services, construction supervision and inspection services, are to be listed.
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between FY 2005-06 to FY 2014-15 are to be mentioned, chronologically.
4. Details of each project to be provided in form 3C-6 attached.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-3**

**INFRASTRUCTURE FIRM'S EXPERIENCE IN  
SEWERAGE PROJECTS IN URBAN AREA IN LAST FIVE YEARS**

| Sr. No. | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks [Criteria met (a), (b) or (c)] |
|---------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|--|
|         |                 |                 |                |                  |        |                         | Date                                  | Date |  |
| 1       |                 |                 |                |                  |        |                         |                                       |      |  |
| 2       |                 |                 |                |                  |        |                         |                                       |      |  |
| 3       |                 |                 |                |                  |        |                         |                                       |      |  |
| 4       |                 |                 |                |                  |        |                         |                                       |      |  |
| 5       |                 |                 |                |                  |        |                         |                                       |      |  |
| ..      |                 |                 |                |                  |        |                         |                                       |      |  |
| ..      |                 |                 |                |                  |        |                         |                                       |      |  |
| ..      |                 |                 |                |                  |        |                         |                                       |      |  |
|         |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |  |

**Notes:**

1. Only the works in which the consultant had offered their services for the consultancy work for project management services including design and detailed engineering services, construction supervision and inspection services, are to be listed.
2. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
3. Projects successfully implemented and commissioned between FY 2009-10 to FY 2014-15 are to be mentioned, chronologically.
4. Details of each project to be provided in form 3C-6 attached.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-4**

**INFRASTRUCTURE FIRM'S EXPERIENCE AS PMC IN IMPLEMENTING  
ROADS, INFRASTRUCTURE, URBAN MOBILITY & PUBLIC TRANSPORTATION PROJECTS**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:-**

1. Projects successfully implemented and commissioned between FY 2009-10 to FY 2014-15 are to be mentioned, chronologically
2. Attach Client certification

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-5**

**INFRASTRUCTURE FIRM'S EXPERIENCE IN PMC SERVICES IN 24x7 WATER SUPPLY, SCADA IMPLEMENTATION, SMART METERING, ASSET MAPPING & DIGITIZATION PROJECTS**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:-**

1. Projects successfully implemented and commissioned between FY 2009-10 to FY 2014-15 are to be mentioned, chronologically
2. Attach Client certification

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3C-6**

**FORMAT FOR PROJECT REFERENCE**

|   |                                   |   |  |
|---|-----------------------------------|---|--|
| Assignment Name :   |                                   | Country :   |  |
| Location within country :   |                                   | Professional Staff Provided by Your Firm/ Entity (profiles) :             |  |
| Name of Client :  |                                   | No. of staff :  |  |
| Address :   |                                   | No. of Staff -Months; duration of assignment :                            |  |
| Start Date (Month/Year)<br>:  | Completion Date<br>(Month/Year) : | Value of consultancy services:  |  |
| Name of Associated Consultants, if any :  |                                   | No. of Months of professional Staff, provided by Associated Consultants : |  |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed : |                                   |   |  |
| Narrative Description of Project :  |                                   |   |  |
| Description of Actual Services* Provided by Your Staff :  |                                   |   |  |

Note. : Attached separate sheet for each work.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

FORM 3D-1

INFRASTRUCTURE FIRMS EXPERIENCE OF THE FIRM IN LANDSCAPING, GREEN SPACES, PARKS, DEVELOPMENT OF WATER BODIES & CITY  
BEAUTIFICATION PROJECTS IN THE PAST 5 YEARS

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:-**

1. Projects successfully implemented and commissioned in last five years are to be mentioned, chronologically
2. Attach Client certification

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3D-2**

**INFRASTRUCTURE FIRMS' EXPERIENCE OF THE FIRM IN DETAILED ENGINEERING OF STORM WATER PROJECTS IN THE PAST FIVE YEARS**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:-**

1. *Projects successfully implemented and commissioned in last five years are to be mentioned, chronologically*
2. *Attach Client certification*

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**FORM 3D-3**

**INFRASTRUCTURE FIRM'S EXPERIENCE IN DPR PREPARATION, DETAILED ENGINEERING& PMC OF SOLID WASTE MANAGEMENT PROJECTS**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:-**

1. Projects successfully implemented and commissioned in last five years are to be mentioned, chronologically
2. Attach Client certification

Authorized Signature:

Name and Title of Signatory:

Name of Firm:



**FORM 3D-4**

**INFRASTRUCTURE FIRMS' EXPERIENCE OF THE FIRM IN SUSTAINABILITY & ENERGY EFFICIENCY PROJECTS INCLUDING GREEN BUILDINGS  
AND RENEWABLE ENERGY PROJECTS LIKE SOLAR, BIOGAS, ETC**

| Sr. No | Name of Project | Type of Project | Capacity/ Size | Project Location | Client | Project cost in Rs. Cr. | Commissioning / Completion of Project |      | Remarks |
|--------|-----------------|-----------------|----------------|------------------|--------|-------------------------|---------------------------------------|------|---------|
|        |                 |                 |                |                  |        |                         | Date                                  | Date |         |
| 1      |                 |                 |                |                  |        |                         |                                       |      |         |
| 2      |                 |                 |                |                  |        |                         |                                       |      |         |
| 3      |                 |                 |                |                  |        |                         |                                       |      |         |
| 4      |                 |                 |                |                  |        |                         |                                       |      |         |
| 5      |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
| ..     |                 |                 |                |                  |        |                         |                                       |      |         |
|        |                 |                 |                |                  |        | <b>Total</b>            |                                       |      |         |

**Notes:-**

1. Projects successfully implemented and commissioned in last five years are to be mentioned, chronologically
2. Attach Client certification

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

## FORM 3D-5

### CONSULTANT'S PROPOSED METHODOLOGY AND WORK PLAN – INFRASTRUCTURE PMC WORKS

Consultant's Technical approach, methodology and work plan for this assignment are to be elaborated in this sections, broadly under following sections:

- a) Understanding of the TOR
  - b) Technical Approach and Methodology,
  - c) Work Program
  - d) Organization and Staffing
- The write up should explain Consultant insight with respect to the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should also explain the methodologies propose to adopt and highlight the compatibility of those methodologies for the project envisaged.
  - Consultants should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the suggested Work program of the consultant
  - Consultants should also propose the structure and composition of the proposed team, indicating main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

## FORM 3D-5.1

### CONSULTANT'S PROPOSED METHODOLOGY AND WORK PLAN – ICT PMC WORKS

Consultant's Technical approach, methodology and work plan for this assignment are to be elaborated in this sections, broadly under following sections:

- e) Understanding of the TOR
  - f) Technical Approach and Methodology,
  - g) Work Program
  - h) Organization and Staffing
- 
- The write up should explain Consultant insight with respect to the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should also explain the methodologies propose to adopt and highlight the compatibility of those methodologies for the project envisaged.
  
  - Consultants should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the suggested Work program of the consultant
  
  - Consultants should also propose the structure and composition of the proposed team, indicating main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**FORM 3D-6**

**ACTIVITY SCHEDULE – Typical Project for Water Supply, Storm Water & Sewerage Project**

**A. DPR/Bid Process Management :**

| Sl. No. | Item of Activity (Work) | Month-wise Program (In form of Bar-Chart) |     |     |                 |    |    |    |    |    |    |    |      |
|---------|-------------------------|---|-----|-----|-----------------|----|----|----|----|----|----|----|------|
|         |                         | 1st                                       | 2nd | 3rd | 4 <sup>th</sup> | -- | -- | -- | -- | -- | -- | -- | 36th |
|         |                         |   |     |     |                 |    |    |    |    |    |    |    |      |
|         |                         |   |     |     |                 |    |    |    |    |    |    |    |      |

**B. Construction Supervision Service**

| Sl. No. | Item of Activity (Work) | Month-wise Program (In form of Bar-Chart) |     |     |                 |    |    |    |    |    |    |    |      |
|---------|-------------------------|---|-----|-----|-----------------|----|----|----|----|----|----|----|------|
|         |                         | 1st                                       | 2nd | 3rd | 4 <sup>th</sup> | -- | -- | -- | -- | -- | -- | -- | 36th |
|         |                         |   |     |     |                 |    |    |    |    |    |    |    |      |
|         |                         |   |     |     |                 |    |    |    |    |    |    |    |      |

**Notes:**

- (1) Consultant should proposed a typical schedule envisaged by him for
  - a. DPR preparation/ review
  - b. Bid process management, and
  - c. Construction supervision services for a projects of 18 months duration.
  - d. Indicating key milestone and detailed activities should be identified and listed in the form.

FORM 3D-7

TEAM COMPOSITION AND TASK ASSIGNED FOR INFRASTRUCTURE PMC WORK.

| Category | No. of Staff                                 | Name                              | Educational Qualification | Number of years of experience | Number of years employed with the firm | Task Assigned | Man-month proposed for 36 month duration of service of the consultant |
|----------|--|-----------------------------------|---------------------------|-------------------------------|--|---------------|---|
| <b>A</b> | <b>At Gandhinagar Office</b>                 |                                   |                           |                               |  |               |   |
|          | <b>I: Key staff (Min 10 years of Exp.)</b>   |                                   |                           |                               |  |               |   |
| 1        | 1  | Project Manager (Team leader)     |                           |                               |  |               |   |
| 2        | 1  | Urban /Town Planner               |                           |                               |  |               |   |
| 3        | 1  | Public Health Engineer            |                           |                               |  |               |   |
| 4        | 1  | Mechanical Engineer               |                           |                               |  |               |   |
| 5        | 1  | Electrical Engineer               |                           |                               |  |               |   |
| 6        | 1  | Environment Expert                |                           |                               |  |               |   |
| 7        | 1  | Procurement/ Contracts Engineer   |                           |                               |  |               |   |
|          | <b>I: Expert staff (Min 8 years of Exp.)</b> |                                   |                           |                               |  |               |   |
| 1        | 1  | PPP Expert                        |                           |                               |  |               |   |
| 2        | 1  | Legal Expert                      |                           |                               |  |               |   |
| 3        | 1  | GIS Professional                  |                           |                               |  |               |   |
| 4        | 1  | Solid Waste Management Specialist |                           |                               |  |               |   |
| 5        | 1  | Financial Expert                  |                           |                               |  |               |   |

| Category |  | No. of Staff | Name | Educational Qualification | Number of years of experience | Number of years employed with the firm | Task Assigned | Man-month proposed for 36 month duration of service of the consultant |
|----------|--|--------------|------|---------------------------|-------------------------------|--|---------------|---|
| 6        | Energy Conservation Specialist               | 1            |      |                           |                               |  |               |   |
| 7        | Structural Engineer                          | 1            |      |                           |                               |  |               |   |
| <b>B</b> | <b>At Zonal Offices(Min 5 years of Exp.)</b> |              |      |                           |                               |  |               |   |
| 1        | Zonal Project In Charge                      | 4            |      |                           |                               |  |               |   |
| 2        | Safety Engineer                              | 4            |      |                           |                               |  |               |   |
| 3        | Quality Engineer                             | 4            |      |                           |                               |  |               |   |
| 4        | Pipeline Engineer                            | 4            |      |                           |                               |  |               |   |
| 5        | Construction Engineer                        | 8            |      |                           |                               |  |               |   |
|          |  |              |      |                           |                               |  |               |   |
|          |  |              |      |                           |                               |  |               |   |
|          |  |              |      |                           |                               |  |               |   |

**Note: Refer Appendix J for minimum qualification requirements and experience for the staff**

FORM 3D-7.1

TEAM COMPOSITION AND TASK ASSIGNED FOR (ITC) IT AND COMMUNICATION PMC WORK

| Sr. No.  | Category  | No. of Staff | Name | Educational Qualification | Number of years of Experience | Numbers of years employed with the firm | Task Assigned | Man – month proposed for 36 month duration of service of the consultant |
|----------|---|--------------|------|---------------------------|-------------------------------|---|---------------|---|
| <b>A</b> | <b>At Gandhinagar</b>   |              |      |                           |                               |   |               |   |
|          | <b>Key Staff (Min 10 years of exp. Required)</b>              |              |      |                           |                               |   |               |   |
| 1        | Project Head (Exp. In IT Infra, IT Operations, SI)            | 1            |      |                           |                               |   |               |   |
| 2        | IT Procurement Expert   | 1            |      |                           |                               |   |               |   |
|          | <b>Expert Staff (Min 5-8 years of exp. Require)</b>           |              |      |                           |                               |   |               |   |
| 1        | Network & Infrastructure Expert                               | 1            |      |                           |                               |   |               |   |
| 2        | SCADA Expert  | 1            |      |                           |                               |   |               |   |
| 3        | Database & Analytics  | 1            |      |                           |                               |   |               |   |
| 4        | e-Governance Expert   | 1            |      |                           |                               |   |               |   |
| 5        | Communication Expert  | 1            |      |                           |                               |   |               |   |
|          | <b>Total</b>  | <b>7</b>     |      |                           |                               |   |               |   |
| <b>B</b> | <b>At Each Smart City Office (Total Six Cities)</b>           |              |      |                           |                               |   |               |   |
|          | <b>Sub Professional Staff (Min 3-5 years of exp. Require)</b> |              |      |                           |                               |   |               |   |

|   |  |           |  |  |  |  |  |  |
|---|--|-----------|--|--|--|--|--|--|
| 1 | <b>Project In charge</b> (Exp. In IT Infra, IT Operations, IT SW Services) | 6         |  |  |  |  |  |  |
| 2 | <b>Functional Analyst (IT Infra, IT SW Services, IT Technology)</b>        | 6         |  |  |  |  |  |  |
|   | <b>Total</b>   | <b>12</b> |  |  |  |  |  |  |
|   | <b>Grand Total</b>   | <b>19</b> |  |  |  |  |  |  |



**FORM 3D-8**

**FORMAT FOR CURRICULAM VITAE**

|    |  |   |   |
|----|--|---|---|
| 1  | Proposed Position  | : |   |
| 2  | Name   | : |   |
| 3  | Date of Birth  | : |   |
| 4  | Nationality  | : |   |
| 5  | Education<br>(The years in which various qualifications were obtained must be stated)                                    | : |   |
| 6  | Other Training   | : |   |
| 7  | Languages and Degrees of Proficiency   | : |   |
| 8  | Membership of Professional Societies   | : |   |
| 9  | Countries/State of work Experience   | : |   |
| 10 | Employment Record  | : | (Starting with present position. List in reversed order employment held)  |
|    | Dates  | : | From to   |
|    | Employer   | : |   |
|    | Position Held and Description of Duties  | : |   |
| 11 | Detailed Tasks Assigned<br>(List of tasks one by one and support each task by project experience on the right hand side) | : | Work Undertaken Which Best Illustrates Capability To Handle The Tasks Pertaining To The Proposed Position   |
|    |  | : | (List project names, locations, years, positions held, i.e. supervision engineer, site inspector, etc. with exact duties rendered and time spent on each project) |

|    |               |   |
|----|---------------|---|
| 12 | Certification | : I, the undersigned, certify that, to the best of my knowledge and belief, this bio-data correctly describe myself, my qualifications and my experience. |
|----|---------------|---|

I/We understand that any willful mis-statement described herein may lead to disqualification.

Signature of Named Person :

Authorized Signature: :

Name and Title of Signatory: :

Name of Firm: :

**Note:** *Consultant presented in format other than this will be rejected*

**FORM 3E -1**

**Comments and suggestions on RFP and on data, services, facilities to be provided by the client**

On the Request for Proposal:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

Consulting Firm's Name :

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

**SECTION – 4**  
**BROAD SCOPE OF WORK**  
**AND TERMS OF REFERENCE FOR**  
**PROJECT MANAGEMENT SERVICES INCLUDING**  
**CONSTRUCTION SUPERVISION SERVICES**

## SECTION - 4

### BROAD SCOPE OF WORK AND TERMS OF REFERENCE

#### FOR PROJECT MANAGEMENT SERVICES INCLUDING CONSTRUCTION SUPERVISION

##### SERVICES

### 1.0 Background Function

#### 1.1 Smart City

Cities are engines of growth for the economy of every nation, including India. Nearly 31% of India's current population lives in urban areas and contributes 63% of India's GDP. With increasing urbanization, urban areas are expected to house 40% of India's population and contribute 75% of India's GDP by 2030. This requires comprehensive development of physical, institutional, social and economic infrastructure. The objective of the Smart City Mission is to promote cities that provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of "Smart Solutions".

#### 1.2 The core infrastructure elements in a Smart City would include:

- i. adequate water supply
- ii. assured electricity supply
- iii. sanitation, including solid waste management
- iv. efficient urban mobility and public transport
- v. affordable housing, especially for the poor
- vi. robust IT connectivity and digitalization
- vii. e-Governance and citizen Participation
- viii. sustainable environment
- ix. safety and security of citizens
- x. health and education

#### 1.3 Smart solutions

Various smart solutions are envisaged to be implemented in the 6 smart cities identified within Gujarat. The initiatives though not limited to those detailed below may include the following solutions:

- i. Water Management
  - Smart meters and management
  - Leakage Identification and preventive maintenance
  - Water Quality Monitoring
- ii. Waste Management
  - Water to Energy and Fuel
  - Waste to Compost
  - Waste-water Treatment
  - Recycling & reduction of C&D Waste
- iii. Energy Management
  - Smart meters and management
  - Renewable sources of energy
  - Energy Efficiency & Green Buildings

- iv. Urban Mobility
  - Smart Parking
  - Intelligent Traffic Management
  - Integrated multimodal transport
- v. E-Governance & Citizen Services
  - Public information & Grievance redressal
  - Electronic service delivery
  - Citizen engagement
  - Citizens'- City's eyes and ears
  - Video crime monitoring
- vi. Others
  - Tele-Medicine & Tele-education
  - Incubation/ Trade facilitation centres
  - Skill Development Centres

#### **1.4 Smart City Features**

Some typical features of comprehensive development of Smart Cities are described below:

- i. Promoting mixed land use in area-based developments – planning for unplanned areas containing a range of compatible activities and land uses close to one another in order to make land use more efficient. The states will enable some flexibility in land use and building bye-laws to adapt to change
- ii. Housing and inclusiveness – expand housing opportunities for all
- iii. Creating Walkable localities – reduce congestion, air pollution and resource depletion, boost local economy, promote interactions and ensure security, The road network is created or refurbished not only for vehicles and public transport, but also for pedestrians and cyclists, and necessary administrative services are offered within walking or cycling distance
- iv. Preserving and enveloping open spaces – parks, playgrounds, and recreational spaces in order to enhance the quality of life of citizens, reduce the urban heat effects in Areas and generally promote eco-balance
- v. Promoting a variety of transport options – Transit Oriented Development (TOD), public transport and last mile para-transport connectivity
- vi. Making governance citizen-friendly and cost effective – increasingly rely on online services to bring about accountability and transparency, especially using mobiles to reduce cost of services and providing services without having to go to municipal offices; form e-groups to listen to people and obtain feedback and use online monitoring of programs and activities with the aid of cyber tour of worksites.
- vii. Giving identity to the city – based on its main economic activity, such as local cuisine, health, education, arts and craft, culture, sports goods, furniture, hosiery, textile, dairy, etc.
- viii. Applying Smart Solutions to infrastructure and services in are-based development in order to make them better. For example, making areas less vulnerable to disasters, using fewer resources, and providing cheaper services.

For more details the consultant is encourages to visit the website of MoUD and refer to the Mission Statement and Guidelines for Smart City Mission.

#### **1.5 Identified Smart Cities in Gujarat**

The following cities of Gujarat are included under the Smart City Mission:

- i. Gandhinagar
- ii. Ahmedabad
- iii. Surat
- iv. Vadodara
- v. Rajkot
- vi. Dahod

## **2 Atal Mission for Rejuvenation and Urban Transformation (AMRUT)**

Earlier MoUD used to give project-by-project sanctions. In AMRUT this has been replaced by approval of the State Annual Action Plan once a year by the MoUD and the states will have to give project sanctions and approval at their end.

A sound institutional structure is the foundation to make Missions successful. Therefore Capacity building and set of reforms have been included in the Mission. Reforms will lead to improvement in service delivery, mobilization of resources and making municipal functioning more transparent and functionaries more accountable, while Capacity Building will empower municipal functionaries and lead to timely completion of projects.

### **2.1 Thrust Areas**

The mission will focus on the following Thrust areas:

- i. Water supply
- ii. Sewerage facilities and septage management
- iii. Storm water drains to reduce flooding
- iv. Pedestrian, non-motorized and public transport facilities, parking spaces, etc
- v. Enhancing amenity value of cities by creating and upgrading green spaces, parks and recreation centers, especially for children

### **2.2 Infrastructure components**

- i. Water supply
  - Water supply systems including augmentation of existing water supply, water treatment plants and universal metering
  - Rehabilitation of old water supply systems, including treatment plants
  - Rejuvenation of water bodies specifically for drinking water supply and recharging of ground water
  - Special water supply arrangement for difficult areas, hill and coastal cities including those having water quality problems (e.g. arsenic, fluoride)
- ii. Sewerage
  - Decentralized, networked underground sewerage systems including augmentation of existing sewerage system and sewerage treatment plants
  - Rehabilitation of old sewerage systems and treatment plants
  - Recycling of water for beneficial purposes and reuse of wastewater
- iii. Septage
  - Faecal Sludge management- cleaning, transportation and treatment in a cost-effective manner

- Mechanical and biological cleaning of sewers and septic tanks and recovery of operational cost in full
- iv. Storm water drainage
  - Construction and improvement of drains and storm water drains in order to reduce and eliminate flooding
- v. Urban transport
  - Ferry vessels for inland waterways (excluding port/ bay infrastructure) and buses
  - Footpaths/ walkways, sidewalks, foot over-bridges and facilities for non-motorized transport (e.g. bicycles)
  - Multilevel parking
  - Bus Rapid Transit System (BRTS)
- vi. Green space and parks
  - Development of green space and parks with special provision of child-friendly components
- vii. Reforms management and support
  - Support structures, activities and funding support for reform implementation.
  - Independent reform monitoring agencies
- viii. Capacity building
  - This has two components – individual and institutional capacity building
  - The capacity building will not be limited to the mission Cities, but will be extended to other ULBs as well
  - Continuation of the Comprehensive Capacity Building Programme (CCBP) after its realignment towards the new missions.

### **2.3 Service Level Benchmarking (SLB)**

The purpose of Atal Mission for Rejuvenation and Urban Transformation is to (i) Ensure that every household has access to a tap with assured supply of water and a sewerage connection; (ii) increase the amenity value of cities by developing greenery and well maintained open spaces (e.g. Parks); and (iii) reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g. walking and cycling). All these outcomes are valued by citizens particularly women and indicators and standards have been prescribed by the Ministry of Urban Development (MoUD) in the form of Service Level Benchmarks (SLBs)

### **2.4 Service Level Improvement Plans (SLIP)**

In order to implement the Urban development projects under AMRUT Service Level Improvement Plans (SLIP) shall be prepared by each ULB as per the process in the following steps:

- i. Assess the Service level gap
- ii. Bridge the gap
- iii. Examine alternatives
- iv. Estimation of the cost
- v. Prioritize the investments
- vi. Financing of projects
- vii. Budgeting
- viii. Reporting of progress of projects under the mission



For more details the consultant is encourages to visit the website of MoUD and refer to the Mission Statement and Guidelines for AMRUT.

## **2.5 Cities under AMRUT Mission**

The following cities of Gujarat are included under the AMRUT Mission:

1. Ahmedabad
2. Surat
3. Vadodara
4. Rajkot
5. Jamnagar
6. Junagadh
7. Bhavnagar
8. Gandhinagar
9. Anand
10. Navsari
11. Surendranagar
12. Morbi
13. Gandhi Dham
14. Nadiad
15. Bharuch
16. Porbandar
17. Mehesana
18. Bhuj
19. Veraval
20. Valsad
21. Vapi
22. Godhra
23. Palanpur
24. Patan
25. Kalol (G)
26. Botad
27. JetpurNavagadh
28. Amreli
29. Gondal
30. Deesa
31. Dwarka

## **3. Other schemes in central and State Govt.**

Urban Infrastructure projects are implemented under various schemes of central as well as state Government .Scope of PMC services will cover projects under such schemes.

## **3 Organization and Management at GUDM:**

GUDM has the mandate to design, implement and maintain the Urban Development projects under the Smart City Mission and AMRUT and other Projects of state and central government initiative in a coordinated manner.

### Project Zones for PMC services:

To perform the activity smoothly this state is divided into 4 zones and the projects under each zone shall be carried out under the Zonal unit.

| Head quarter at Gandhinagar  |
|--|
| Zonal Office – I<br>North (Gandhinagar-Ahmedabad Region) – Ahmedabad |
| Zonal Office – II<br>(South– Surat Region)- Surat                    |
| Zonal Office – III<br>(Central – Vadodara Region)- Vadodara          |
| Zonal Office – IV<br>(Saurashtra & Kutch Region)- Rajkot             |

#### 4 Background of this consultancy service

- (a) This Request for Proposal (RFP) is of this consultancy service for selection and appointment of Consultants to provide PMC services through a Quality and Cost Based Selection (QCBS) process for various Urban Development Projects for **Smart City, AMRUT and other infrastructure Projects of center and state Govt.** The works will be undertaken on behalf of the Government of Gujarat and funds for the works will be obtained from the Government of Gujarat/ Government of India/ any other source.
- (b) The projects as a whole are monitored by the Gujarat Urban Development Mission (GUDM). GUDM intends to appoint a consultant for project management with respect to preparation of projects, Bid process management, construction supervision and inspection of materials. The projects are being implemented on modular basis and in a phased manner.
- (c) The scope will comprise of various infrastructure projects and initiatives covered under the **Smart City, AMRUT and other infrastructure Projects of center and state Govt.**
- (d) The projects envisaged under this contract are spread over the Gujarat state
- (e) The extent of services by the PMC will be from Preparation of DPR review of DPR, preparation of budgets, managing bid process and finalizing Contractor and carry out services as PMC
- (f) The projects shall be identified by GUDM and it is expected that the PMC Consultant will carry out necessary technical due diligence, review detailed project report, including cost estimate, tendering strategy and packaging of Contracts
- (g) Upon approval of DPR by GUDM, the Consultant will prepare bid documents and manage the bidding process leading to the Consultant will provide PMC services during project execution & defect liability period
- (h) PMC also assist ULBs for projects taken up under **Smart City, AMRUT and other infrastructure Projects of center and state Govt.** as directed by GUDM.

## 5 Works subject of the consultancy service:

Broadly the Consultant will provide assistance to client in overall project management and implementation of the Contracts under various Projects of central and state governments for urban development.

- Pre-feasibility/ Feasibility Study
- Preparation of Detailed Project Report (DPR)
- Bid Process management,
- Evaluation of Bids and assisting client in finalization of Contract,
- Construction Supervision and Contract Administration,
- Review of contractor's construction document,
- Inspection of materials, machineries and equipment
- Assist in commissioning activities
- Services during defects liability period".

## 6 Appointment of agency for PMC Services

- (a) GUDM intend to appoint Consultants for PMCservices from qualified, technically competent, experienced consultancy agencies with a view to ensure quality assurance, timely completion of the projects within the determined costs and without any time and cost overrun.
- (b) The GUDM intends to appoint a reputed Consultancy Firm, having adequate experience in similar projects which shall act as the Consultant for the purposes of overall management of the projects during the contract period.
- (c) The Consulting Firm shall act as an extended arm of the client in the technical and contractual issues connected with the implementation of the project. The agreement are deemed to be a part of this RFP, in so far as the duties and obligations of the Consulting Firm are concerned, and the Consulting Firm shall equitantly himself to the letter and spirit of the agreements.
- (d) Administrative Approval shall be taken based on Annual Plan approved for projects under AMRUT / Smart City mission **and other infrastructure Projects of center and state Govt.** The projects under the consultant's scope are to be managed from the review and/or preparation of DPR to construction supervision and implementation stage. GUDM will decide the priority of the projects to be taken up under this assignment and inform to consultant progressively.

## 7 Broad scope of work

The Scope covers technical support to GUDM for identification of project/ infrastructure components for implementation under the **Smart City, AMRUT and other infrastructure Projects of center and state Govt.** and should include all aspects from concept to commissioning.

## 7.1 Overall Planning & Support Services:

The Consultant shall provide workable and viable technical support, guide and implement the all aspect of the **Smart City, AMRUT other infrastructure Projects of center and state Govt.** such as

- a. Provide technical support to GUDM in key focus areas.
- b. Prepare financial proposal for GUDM to be submitted for year-wise allocation of funds
- c. Prepare financial outlay for operationalizing GUDM activities at the city and state levels from time to time
- d. Prepare concept note for various initiatives planned to be undertaken for the identified urban areas of Gujarat and assist in preparation of an implementable action plan with due responsibilities & liabilities for both state/ULB level.
- f. Technical guidance and supervision of consultants selected for preparing City Level Plans (CLP) for various infrastructure components and related matters at all stages of planning and monitoring as per the directions of GUDM
- g. Conduct technical evaluation and appraisal of CSPs, DPR's and DTPs
- h. Assist in development of a city ranking framework and biennial conduct city ranking based on performance of GUDM activities under Smart City/ AMRUT by ULBs
- i. Advise the GUDM Project Management Unit (PMU) on a monthly basis and submit monthly progress report.
- j. Provide resource person for training workshops and seminars related to Smart City/ AMRUT and GUDM activities for identified ULBs of Gujarat.
- k. To follow instructions as and when & as desired by GUDM office on timely basis

The specific responsibility at Mission Level shall be as follows:

- i. Program Management and coordination with stakeholders
- ii. Design & implement Assets nomenclature methodology
- iii. Design & implement asset management methodology & maintenance services
- iv. Assistance in procurement planning & its finalization
- v. Scope management and approval of implementation plan
- vi. Problem resolution/ review implementation alternatives.
- vii. Assistance in preparation of Annual plan and periodic performance reports
- viii. Presentations, fund flow statement preparation
- ix. Technical appraisal of project designs
- x. PPP Structuring & Risk Assessment
- xi. Review of Detail Project Report
- xii. Program Schedule monitoring
- xiii. Proposals for Fund utilization and seeking further release from government

## **Project Implementation Services:**

**(a) Preparation of Diff. proposals as per the details given in Guidelines for central and State government Projects.**

**(b) Preparation of DPR**

Generally following scope of work is envisaged for DPR

- Calculate the future demand for the service area
- Execute the site survey and investigation data
- Sizing and optimization of the various components of infrastructure facilities.
- Preparation of mechanical & electrical equipment, instrumentation, electrical control and communication system for various systems
- Preparation of conceptual Structure design
- Preparation & updating of Cost Estimates
- Prepare complete DPR in all aspects

**(c) Bid Process Management**

- Preparation of Bid Documents as per project requirement
- Depending on the contract packages prequalification/initial filter with technical and financial bid documents shall be prepared.
- Consultant will prepare complete DPR and get it approved from GUDM. The Consultant shall prepare the Bid document, suitable to the Works to be invited for bid, in adherence to the guidelines of GUDM.
- Consultant shall prepare the bid the document for the works which are to be invited as per GUDM standard format and instruction of concerned officer and submit to GUDM. After approval of bid documents, consultant shall prepare and submit NIT (Notice inviting Tender) to the implementing agency as directed by GUDM for necessary wide publicity. The consultant shall assist the uploading of tender document on website.
- Consultant shall remain present during pre-bid conference, opening of bid, assist in replying Firm's queries, preparation of Rojkam (minutes of meeting) and other documents.
- Consultant shall carry out Technical and Financial Bid evaluation, prepare the necessary statement, report in support of evaluation and submit the evaluation report along with their recommendations to the implementing agency as directed by GUDM.
- Consultant shall assist in the process of the approval of bid by the component authority of GUDM at every stage till acceptance of offer and issue of LOI/ LOA (Letter of intention/ letter of acceptance) including signing agreement with the contract RFP.

**(d) Construction Management Services**

Broadly, following scope is envisaged

- Assist the implementing agency as directed by GUDM in obtaining utility permissions and any clearances from different service Departments such as Revenue, Railways, Highways (National & State), Pollution Control Board, Telephone, Electricity Department etc. for the purpose of executing the works without any delay. Consultant shall prepare the Proposals and do regular follow up with concern departments.
- Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues
- Monitor the construction methods by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- Supervise and Monitor construction work of each and every stage of contract package as per the schedule of each work.
- Supervise construction works from start to finish by using the modern methods of control. Verify the setting out of the works done by the contractor and ensure that it is as per drawings and designs. Ensure that the works adhere to the levels, alignment and dimensions specified in the approved drawings and designs.
- Establish Quality assurance system including verification of source of all the material and certification;
- Supervise the works to ensure conformance of construction works and materials to relevant IS standards/ Bid specifications/ Designs/drawings. Approve materials and quality of works based on test results produced by the contractor, factory inspection, site testing etc. (Quality control)
- Factory Inspection of equipment under the project
- Assist in record measurements in measurement books at various stages of works, carry out check measurement, prepare bills and certify payments based on recorded measurements jointly with the Departmental Officers during each stage. In case of such of those works where measurements are hidden after completion, as in the case of foundations, reinforcements in RCC structures etc, check measurements are to be carried out immediately after each activity is completed.
- Monitor and achieve progress with reference to pre-fixed targets drawn up jointly with the Contractor and furnish monthly progress reports in the formats as decided in consultation with the implementing agency as directed by GUDM
- Advise on extra/excess claims and time extension on works contract. In case of any need for execution of non-tendered items of works, take advance action to prepare specifications, carry out rate analysis with supporting documents and get approved by the competent authority to take further action strictly as per the conditions in the bidding documents.
- Ensure environmental and social safeguards as per standard practices
- Co-ordinate with all concerned agencies and GUDM to be appraised of all.
- To ensure strict compliance of labour laws by the contractor's Firm.

- Inspect and certify that the works are completed according to the specifications on final completion before final settlement of bills. Prepare completion of work report for all the works.
- Obtain as-built drawings for all the works from the contract RFP, verify the correctness and furnish to the implementing agency as directed by GUDM. Obtain O&M manual from the contractor after completion and before commissioning the scheme.
- Inspect all the completed works once in two months during the defects liability period of one year and assist the implementing agency as directed by GUDM in ensuring that the contractors attend to all kinds of construction /laying defects brought to their notice.
- Prepare fortnightly project progress reports describing the physical and financial progress of each package, highlighting impediments to the quality and progress of the works and remedial actions, for submission to the Client.
- Prepare periodic Statement of Expenditure for getting reimbursement of expenditure in external funded projects
- In case of dispute, arbitration arising during the PMC services consultants will assist the GUDM.

**(e) Review of Contractor's Design and drawings**

- The consultant shall review proof check and furnish comments / advise / recommendations on the acceptability of detailed designs, drawings, data sheets, vendor data, including all documents / data / design to be furnished by the successful contractor of the work at the time of construction / manufacture, erection, commissioning, testing of the works, till takeover of the works by the employer in accordance with the conditions of contract applicable. The consultant shall continue to perform this activity till all the designs, drawings, furnished by the contractor are approved as good for construction by the employer on the recommendations of the consultants. Review the design prepared by the contractor s including the following:
  - Process, hydraulic, plant layout, mechanical and electrical, instrumentation and control systems, equipment design, hydraulic flow diagram and plant.
  - Civil and Structural designs with reference to BIS and other codes applicable
  - Equipment vendor design / drawings / data for all mechanical, electrical equipment instruments and systems
  - Final civil/structural drawings and general assembly drawings for all works
  - Prepare construction drawings for civil works and structural works as required.
  - Consultant shall compile and furnish all the as built drawings/ designs for each of the contract carried out under the project.

**(f) Quality Assurance/ Quality control and site supervision**

Consultant is required to ensure quality of the work done at every stage and continuous supervision of site work.

**(g) Operation and Maintenance**

Make an outline assessment of the staffing arrangement required for the operation and maintenance of the project. Based on the contractors' proposal, the consultant will assist the implementing agency as directed by GUDM in developing the staffing arrangements in detail with job specifications, number of staff, qualifications, training requirement etc.

**(h) Training**

The Consultants shall provide training to ULB staff on management, operation and maintenance.

**Scope of Infrastructure (PMC) work:**

- Project Management and coordination
- Design & implement asset management methodology & maintenance services
- Assistance in procurement planning & its finalization
- Scope management and approval of implementation plan
- Problem resolution/ review implementation alternatives.
- Assistance in preparation of Annual plan and periodic performance reports
- Presentations, fund flow statement preparation
- Technical appraisal of project designs
- PPP Structuring & Risk Assessment
- Prefeasibility and feasibility studies
- Preparation of Detail Project Report
- Project Schedule monitoring
- Preparation of Bid document and Bid Process management
- Evaluation of Bids and assisting client in finalization of Contract,
- Construction Supervision Services
- Contracts monitoring, escalation and claim management
- Review of Contractor's design and construction document,
- Inspection of materials, machineries and equipment
- Review of As-Built drawings and documentation of O&M Manuals
- Commissioning assistance
- Services during defects liability period".
- Proposals for Fund utilization and further release.
- All activities from Preparation of DPR to Finalization of Work contract
- Development of City wide Concept Plan
- Monitoring Project activities using MIS/latest cyber tools

**Scope of IT and Electronics (PMC)work**

- 1. Preparation of Detailed Design, Bill of Material, Estimation, Draft RFP**
  - Study of requirement and "AS-IS" Analysis
  - Propose "TO-BE" Scenario
  - Design the Specifications
  - Submission of estimated Bill of Quantity (City wise)
  - Preparation of draft RFP
- 2. RFP floating, bid evaluation and award of Contract**
  - RFP approval from Department



- RFP Floating – Two Bid System
- Eligibility and Technical Bid Evaluation
- Commercial bid opening of eligible bidders
- Comparative report of bids
- Negotiation with Vendors
- Award of Contract

**3. Project Management, inspection, final acceptance test, training and handing over**

- Inspection of supplied equipment and materials
- Implementation supervision of individual component
- System Integration Supervision
- Supervision of Commissioning of all systems and subsystems
- Acceptance Test & reports
- Documentation for SLA, Warranty, AMC etc.
- Review & acceptance of As Built Layouts and Documentation
- Review & supervise User Training (Operations, reporting, maintenance, backup and retrievals)
- Handing Over, Bill Certification and Final Acceptance

**4. Operations Management and SLA Administration**

- SLA Monitoring
- Monitoring of Systems Operational Parameters
- Monitoring Service Provider Responsibilities
- Monitoring The End User responsibilities
- Monitoring Performance Measures

## **6 TERMS OF REFERENCE FOR PMC SERVICES**

### **6.1 Preamble**

In order to rejuvenate and transform urban India, the Ministry of Urban Development, Government of India has rolled/ rolling out flagship missions like Smart City Mission and Atal Mission for Rejuvenation and Urban Transformation (AMRUT).

The consultant shall provide consultancy services for project management including Supervision of construction and inspection of Materials for various Projects as per the terms set for therein. The works will be undertaken up by the contact under the control of client with the help of Project Management Consultant.

The project as a whole is monitored by the consultant. For the purpose of the works implementation, the project management including Planning, Designing, and supervision of works& inspection of materials shall be the scope of the project management consultant for appointed under this contract. This shall be including IT, Civil and related Electro mechanical components for Infrastructure projects.

### **6.2 Works subject of the consultancy service**

Whatever items are to be executed by the contractor and to be managed, inspected and supervised by the Project Management Agency. The client has already identified the Projects under the consultant's scope and obtained administrative sanction. GUDM will make this information on Projects available to the consultant for review of DPR. Based on the approved DPR, the consultant will prepare bid documents. Thus the consultancy services starts from review of DPR and after performance report of implementation of project i.e. from concept to commissioning of the Projects. The PMC consultant will act for successive implementation of the project.

### **6.3 Role of the consultant**

GUDM intend to appoint a reputed consultant having adequate experience in such projects. The role of the consultant will be to prepare bid document, to carry out evaluation of bids, assist GUDM in finalizing the contractor, provide PMC services covering review of design and approval, construction monitoring, inspection, and determining and ensuring compliance with the Technical Requirements, the Performance Standards, management the progress and certification of measurements and payments during the contract period.

### **6.4 Objectives**

The objective of the assignment is to provide assistance to ensure the effective coordination and implementation of the program. The Consultant shall be responsible for effectively leading and taking initiative to plan, manage, design, execute and implement the Program including carrying all necessary surveys and design the project plus ensuring proper construction supervision. The Consultant will work closely with the Municipal Corporation / Council of the City / Urban Development department of the State for sustainable capacity building of Municipal Corporation / Council and will assist in operationalizing the procedures and in implementing institutional development, capacity building, monitoring and quality assuring the outputs of the program.

### **6.5 Project Development & Management Process**

- (a) The Process of project development will begin with preparation of "City-wide Concept Plan" (a non-fully complete CDP) on the basis of old or revised City Development Plan (CDP). The City-wide Concept Plan will contain the City Vision, description, situation

analysis/ As-is description of the water supply, storm water drainage, sewerage and septage management and open spaces (e.g. parks, playgrounds). All previous plans and documents (e.g. City Sanitation Plan, City Mobility Plan, Master Plan and other plans) of all departments and agencies will also be reviewed to craft an overall strategy focused on achievement of Service Level Benchmarks (SLBs). Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.

- (b) The City-wide Concept Plan will form the basis of the Service Level Improvement Plan (SLIP) of the ULB and the State Annual Action Plan (SAAP) for the State to be sent to the MoUD for approval.
- (c) The SAAP is basically a State level service improvement plan indicating the year-wise improvements in basic services. The SAAP will be generated in the prescribed forms from the SLIPs of the ULBs in the State
- (d) The Consulting Firms should explore the possibility of using Public Private Partnerships (PPP), which should be the preferred execution model.
- (e) For project identified and approved under SAAP, Detailed Project Report (DPR) and Bid Document will be prepared. Review of infrastructure status, gap and demand assessment with reference to service level indicators will be made for the identified projects. Convergence of project component will be ensured with other sectoral and area programs in the city.
- (f) Field/ laboratory Investigations, surveys, formulation of technical options, design, cost estimates and solutions to resettlement & environmental issues will be made part be of DPR. The finance plan including O&M strategy for the complete life cycle of the project will be an integral part of DPR.
- (g) Possibilities to apply smart technologies for providing better and enhanced basic services to the citizens will be explored while formulating the DPR. At draft DPR stage first stage consultations will be facilitated to engage citizens and get feedback and adopt midcourse correction, if required.
- (h) The DPR will identify contracting opportunities including exploring options for PPP/ Service Level Agreements or direct contracting and accordingly provide corresponding bid document. Based on the bid document States/ ULBs will procure contracting firms, according to their laws and rules.
- (i) The project execution by the ULBs/ State parastatal will be done in efficient way. They have to ensure cost, time and quality compliances as envisaged in contract agreement. Expertise of PMC firms will be used by the State and City Governments to make quick decisions so as to ensure timely completion of projects within cost estimates.
- (j) It will also be ensured for linkage between proposed infrastructure project and delivery of services. It will monitor improvement in services level indicators as indicated in the State Annual Action Plan (SAAP). Periodic second stage consultations for taking useful feedback will also be facilitated by PMCs during implementation phase.
- (k) All the works has to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) as issued by MoUD.

## **6.6 Scope of work**

The scope of PMC under the proposed mission comprises components namely Design, Supervision and Project Management. PMC will identify projects on the basis of SLIP/SAAP

framework, and carry out required investigation, design, procurement, and implementation. The PMC will also ensure compliances and monitoring of the project activities using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.

The consultant will carry out a multi-stage exercise in close collaboration with the ULB / State Govt. and other stakeholders. The proposed project has been taken up for improvement / introduction of Urban Infrastructure including ensuring delivery of services. Without limiting the scope the PMC has to work in close liaison with the Municipal Corporation / Council of the City / Urban Development department of the State and will be responsible for the following tasks:

#### **6.6.1 Project Management**

- (a) Handhold/ support State Government/ Urban Local Bodies for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- (b) Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- (c) Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- (d) Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- (e) Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- (f) Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

#### **6.6.2 Survey, Studies and Investigations**

- (a) Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plans etc.
- (b) Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- (c) Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- (d) Identify requirements of surveys, studies and investigations;
- (e) Carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- (f) Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB commissioner/ CEO etc;

### **6.6.3 Feasibility Study**

- (a) Review available secondary data and reports required for analysing the existing infrastructure facilities and for designing the facilities for project;
- (b) Analyse Future projections & demand assessment;
- (c) Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;
- (d) Assist City/ State Government in first Stage consultation with the stakeholder for each sub projects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- (e) Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- (f) Assess land requirement and preparation of land acquisition requirements;
- (g) Prepare and submit 'Feasibility Report' to Client. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

### **6.6.4 Detailed Design**

- (a) Review/revise/modify & updation of the existing Detailed Project Reports available with City/State;
- (b) Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any, adopting rates on the basis of relevant 'Schedule of Rates' of Other state (as applicable) or market rate by proper rate analysis carried out through market enquiry;
- (c) Identify the possibility of private / public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- (d) Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
- (e) Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare Initial Environmental Impact Examinations (IEE) as may be required;
- (f) Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
- (g) Prepare environment management plan (EMP) and mitigation measures;
- (h) Preparation and implementation of resettlement plans, if any, based on the approved framework;
- (i) Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;

- (j) Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- (k) Preparation of strategy and action plan for IEC program including public participation;
- (l) Assist City/ State Government in second Stage consultation for each sup projects or group of Sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
- (m) Prepare consolidated bid documents, technical specifications, approved contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines.
- (n) Ensure that all bidding documents and contract documents contain the Environmental Management Plan (EMP) and such items are included in BOQ; also monitor the implementation of the EMP during construction and pre/post construction phases.
- (o) In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

The Construction agreement between the Client and the Contractor will mainly govern the work of the Project Management Consultant

The duties and responsibilities of the PMC will flow from the agreements. The role of PMC shall be including.

- Program Management
- Budgeting & Financial Analysis
- Technical appraisal of project designs
- PPP Structuring & Risk Assessment
- Review of DPR
- Bid process Management
- Pre award activities during
- Activities during construction period
- Defects correction supervision
- Post-tender activities

The role of PMC is to implicit that in the Construction agreement and the Operation & Maintenance Agreement set out in various clauses, in this contract is the fact that the client has certain rights and obligations vis-à-vis the contractor, and certain rights and responsibilities vis-à-vis the Client. The Consultant shall be expected to fulfill such obligations, which are directly set out in the construction contract, as well as assist the client for exercising and fulfilling the clients rights and obligations. The consultant shall act as an extended arm of the client in the technical and contractual issues connected with the implementation of the project. The consultant shall equitant himself to the letter and spirit

of the agreements.

### **6.7 Consultant 's general duties**

- (a) The broad role of the consultant shall be to act as the Client's representative for:
- Preparation of tender document, invitation of tender, financial and technical evaluation of bid and final recommendation;
  - Detailed checking and approval of Structural design as well as Hydraulic design
  - Design submitted by the contractor
  - Survey and settings
  - Construction monitoring, Quality Assurance and Progress Management and inspection of mechanical and electrical equipments
  - Measurements recording, scheduling and certification
  - Reporting
  - Other activities related to the technical and contractual aspects of the construction of the Project.
- (b) Consultant shall, during the pre construction period, inspect the project site on day to day basis in order to determine the progress of mobilization. The Consultant shall monitor the progress of surveys and setting out, review the construction drawing submitted by the contractor and the extent of compliance with the Technical Requirements and the Performance Standards stipulated for the Facility, as well as conformity to the Contractor's proposals.
- (c) The Consultant shall, during the construction period, be available on a continuous basis at the project site in order to supervise, inspect, monitor and certify the works, and conformity with Technical Requirements and the Performance Standards stipulated for the Facility. The Consultant shall also monitor the progress of setting out, and review the construction drawings and as-built-drawings submitted by the contractor. The Consultant shall also perform functions of recording measurements, certification of payments, adherence to project program, and reporting. The Consultant shall be responsible to generate the data/reports required to be submitted to Client on a periodic basis as required in the contract agreement and also give opinion for contractual matter viz; excess, extra items, extension of time limit and other contractual matter.
- (d) The Consultant shall, during the defects liability period, inspect the Project Site at intervals as and when required to monitor technical performance of the Project.
- (e) The Consultant shall report to the Client at very frequent intervals, on a daily, weekly, and monthly basis, such details as are mutually agreed between the Client and Consultant. Apart from period reports, the Consultant shall intimate the Client in writing of any deviations from the Technical Requirements and Performance Standards.
- (f) It is reiterated that the contract is EPC one, the Client binds the contractor only on performance. The measurements and reviews do not constitute approval rights as between the Client and the contractor, but in so far as the Consultant is concerned, he shall ensure that a complete internal record of the work is available. The Consultant shall ensure that his inspections do not impede the design, construction and operation and maintenance of the Facility.
- (g) The Consultant shall be required for
- Preparation of DPR for the Projects taken into account techno- economic aspects and

should be easily manageable for operation and maintenance.

- Preparation of tender document, invitation of the bid, technical and financial evaluation of the bid and final recommendation.
- Detailed checking and approval of Structural design as well as Hydraulic Design submitted by the contractor.
- Review and approve the Quality Assurance and Quality control plan.
- Review and approve the Program Schedule.
- Review and approve the construction drawings.
- Carry out day-to-day site supervision for quality control.
- Taking & recording the measurements, preparation of the bills and dimension control. All the measurements are to be taken and recorded by an authorized Engineer of PMC consultant. The measurements can be recorded in the Measurement Book. Or it can be in the computerized Sheet but duly signed by the authorized Engineer. The sheet will be then treated as MB and shall be considered as an authorized document. The measurement recorded by the PMC consultant will be checked by engineer of the implementing agency as directed by GUDM as and when necessary.
- Witness the testing and inspection of materials of construction and the inspection of the mechanical, electrical as well as automation components of the project at factory anywhere in India. The inspection of materials will be done at factory site by PMC consultant in all over Gujarat and outside Gujarat
- Monitor Work program, identify slacks and slippage, and suggest remedial measures.
- Monitor adequacy of manpower, machinery and other resources to meet the target.
- Co-ordinate the review meetings.
- Review and certify milestone payments.
- Review and verify variations due to excess extra item and advise in value engineering.
- Review and advice on time extensions.
- Monitor implementation of quality assurance procedures.
- Generate and compile reports as required under the contract agreement.
- Review and certify stages of work such as Taking Over, Construction
- Completion and Maintenance certificate.
- Ensure the Environmental and Social covenants are implemented during construction.
- Monitor water supply management, operations & maintenance of system and safety at site.
- Assist clearance in ROW matter and getting approval from authorities for various activities.
- Any other work which may deem fit and decided by the client in consultation with the consultant.

#### **6.8 Reporting and co-ordination**

The Consultant (and his staff) shall report only to the Client's representative. The Consultant shall not exercise any direct control over the contractor, but shall report to the Client's representative who shall be the sole point of contact with the Contractor. The Client shall also have senior and supervisory staff as required at site. The contracts shall



provide for a Consultant to supervise the contract agreement. Similarly the Lenders may appoint a Lender's engineer. The Consultant shall co-ordinate with all such persons for the fulfillment of obligations, but shall report solely to the Client's representative.

#### **6.9 Project team**

The Consultant shall be required to form a multi-disciplinary Project Team for this assignment, from the areas given in Form 3D-8 of the RFP.

#### **6.10 Assistance from client:**

Client would help in co-coordinating site visits and also any clarifications sought by Consultants, before the Proposals are submitted.

The Consultants would be assisted by client obtaining relevant information from the authorities as well extend co-operation on following areas:

- a) Exchange of data and information related to the study.
- b) Day-to-day interactions and management of activities to enable active project management, issue letters of authority to consultants to facilitate activities related to Assignments and collection of data from State Government Departments and other agencies.
- c) The Terms & Conditions, Contract Agreement with detailed scope of work of Contract shall be made available to the consultant

#### **6.11 Phasing of and location for consultancy services**

The Consultancy services are to be rendered in following four phases together with the locations:

- a) Pre-Contract work: Office / site, as appropriate
- b) Contract Management, Construction Supervision Site / at vendors premises  
Material inspection anywhere in India
- c) Defects Correction Supervision site
- d) Post-Contract work Office site as appropriate

#### **6.12 Procedures and authority level:**

- (a) The Consultant shall carry out the Services as defined in Clause 6.11 of these Terms of Reference or as otherwise required for efficient works' execution, while acting in the capacity of the "Representative of the Client" according to the intentions of the "Conditions of Contract", which form part of the tender/contract documents for works execution and shall be available for review at the GUDM. The "Conditions of Contract" clarifies in detail, the duties and authorities of the Consultant and of his representative, to whom the Consultant may delegate duties and authorities as required.
- (b) Principally, the Consultant have to carry out the day-to-day qualitative and supervision of works execution and construction contract administration on behalf of the Client following the laid down procedures.

The powers vested in the Consultant there to under the terms and conditions of this Contract are subject to limitations as stipulated in the above said "Conditions of Contract" in respect of taking major steps in construction contract administration notably referring to.

- approving assignment and sub-contracting issuing a notice to commence

- certifying additional costs and payments
  - determining extensions of time
  - issuing a certificate of substantial completion
  - issuing a defects correction certificate
  - For which the specific approval of the Client in writing shall be needed in advance.
- (c) Whilst therefore being fully accountable to the client in ensuring that the works are executed within the tender total or such other sum as may become payable to the contractor under the provisions of this contract and within the scheduled time for completion, the Consultant also has duties towards the contractor in administering and interpreting the contract properly and fairly to maintain the work schedule and to avoid disputes. Thereto the Consultant shall ensure that the Client's and the contractors' rights under the construction contract are upheld by ensuring good verbal and written communication between himself, the Client and his representatives and the contractor and his representatives. The Consultant shall follow the contractor's progress carefully and forecast well ahead the needs for critical actions to be taken. He shall ensure, that items with a lead time or otherwise not readily available e.g. pipes, pumps and electrical installation items are ordered well in time by the contractor. He shall also ensure that excessive quantities of materials are not ordered where the delivery of such quantities could cause difficulties on site or the materials could deteriorate.
- (d) In particular, the Consultant shall ensure that payments to the contractor can be made on time by giving ample notice and opportunity to the Client's representative to carry out whatever quality checks and measurements he may wish prior to authorizing payment of amounts certified by the Project Engineer. The Consultant shall therefore agree with the Client's representative on a regular basis and well in advance on items on which the Client's representative wishes to carry out checks and measurements and on the extent of such checks and measurements. Provided that the Client's representative has been given adequate notice in writing to carry out his own checks and measurements but fails to do so, works execution will continue without delay and payment of the amounts certified by the Consultant will be deemed to be authorized. In such events, the Consultant shall state in writing to the Client that he was requested to carry out his own checks and measurements but failed to do so. This Clause is not in any way limiting the Client's rights to carry out spot checks and measurements at any time.

The Project Engineer, during the contract, shall provide the Client with monthly reports indicating physical progress compared to the work schedule and cost aspects including amounts certified so far and during that month and any financial implication in the reports, the Consultant shall also include observations and comments on testing results and quality of workmanship.

### **6.13 Scope of work – Construction supervision stage**

The Consultant shall carry out duties and authorities which include, without being limited to them, the following functions and tasks by phase of work.

#### **6.11.1 Pre-Contract work**

- Read and understand the concept of the details of the works and of the Services from the various documents prepared by or on behalf of the Client.

- Inspect all existing surveys, mapping and other site data to determine and identify additional work as required to provide the contractor with sufficient information to execute the works with no claims or time extension.
- Jointly with the Client, develop formats for reporting and recording.
- Mobilize all staff and other requirements well in time to carry out the services.
- Technical and financial evolution of the bids

6.11.2 **Contract Management, Construction supervision and inspection of materials machineries & equipment's**

**a) Contract Management**

- Within the powers granted to the Consultant, administer the construction contract on behalf of the client.
- Work closely with the client, to assist him to carry out his obligations under the construction contract in order that the contractor is not hampered in any way in
- Carrying out his duties.
- ensure that the contractor carries out the works in accordance with the construction contract and assist the contractor therewith, all to enable the contractor to fully carry out his obligations within the tender total or such other sum as may become payable to him under the provisions of his contract and within the scheduled time for completion.
- Finalized between the Client and the Contractor to ensure good communication between all parties such that disputes do not arise and that any such disputes are settled reasonably and amicably and assist in any adjudication.
- Keep accurate records of all site activities and operations and those required elsewhere for efficient works execution from the contractor and others under the construction contract, including but not restricted to
  - Correspondence between client, Consultant and contractor as well as between them and third parties.
  - Minutes of scheduled meetings
  - Daily, weekly and monthly report from the Engineer's representative and the site inspectors
  - Instructions, variation orders, approval forms, etc.
  - Level and survey books, including checks on setting out and completed work.
  - Work records, such as measurements, levels, dimensions, drawings and material delivery notes.

**b) Progress Reports based on Primavera or MS-Project software charts and drawings with Monitoring Project activities using PMIS/latest cyber tools**

- test data and laboratory reports
- plant and labor returns
- day work records
- Financial records, including interim statements plus supporting particulars and certificates administrative records concerning leave, sickness, accidents, where applicable as submitted and as corrected, if necessary.

**c) Work's programming:**

- Agree with the Client on the overall construction program.
- Agree with the contractor at the start of the works on his detailed work program.
- Monitor progress of the works and ensure that the contractor, as and when required, produces revised programs.
- Ensure that the contractor allows for sufficient lead time for the provision of all materials, plant, equipment and labor to avoid hold ups or bottlenecks.
- Timely devise, jointly with the contractor, a plan of action for detailed investigations and testing of existing facilities, if any to be incorporated in the permanent works.
- prevent any hold ups due to factors beyond the control of the contractor, including such factors in the hands of the client like granting of access to all parts of the site, provision of certain facilities and storage areas, obtaining of rights of way and way leaves and any such other items which are the duty of or where assistance is to be given by the Client
- assist the contractor in case, notwithstanding the above time problems not caused by him occur in making up for any lost time or in negotiating interim extension of time

**d) Inspection of Materials, Machineries and Equipment**

- Inspection of Materials Machineries and equipment at the place of manufacture within Gujarat and outside Gujarat in the country. The travel cost for material inspection at vendor's work within Gujarat is considered to be covered in the quoted price itself. However, for inspections outside Gujarat will be reimbursed on actual cost basis.
- The inspection shall consist of preparation of methodology sequences and system report inclusive its commissioning for each category works ensuring quality assurance and control so as to achieve the desired objective and sustainability of the system for the anticipated serve life to each category.
- Any effective modification found necessary during their inspection process for achieving the designated aim shall be brought to the notice of the Client and obligatory on the agency.
- Typical inspection checklists shall be prepared for each category of works on each operation and activities with reference to documents and standards. The acceptance / rejection report through the concerted inspection engineer ensuring all the points shall be mandatory.
- The inspection system and procedure shall be prepared and maintained on day- to-day basis. The inspection crews shall have guidelines, test plans, scope of inspection, procedures, checklists and various formats to carry out inspection in a systematic method.
- The computerized inspection reports shall have to be prepared.
- The inspection report on based on factory and / or onsite inspection shall be submitted to the engineer-in-charge of the project, periodically as per requirement.
- All stationary, drawing stationary, design facilities, reprographic facilities etc. shall be provided by Consultant at his own cost.
- The Consultant shall issue necessary certification on progressive completion of each category of work after ensuring quality control and assurance so as to achieve the designed objectives of the particulars works. The certification shall be based on

satisfactory adherence of the system and procedures of the inspection.

**e) Review and Approval**

- Study of contract documents for civil, mechanical, electrical works and IT and Communication Works.
- Inspection of Test Plan (ITP) prepared by the contractor / Vendors
- Review of quality assurance plan.
- Welding procedure, testing procedure etc. prepared by the contractor.
- Checking and inspecting Factory / field laboratories provided by Vendor /contractor to conduct laboratory tests.
- Test certificates / reports of materials to be used for finished product for use in construction and installation.

**f) Quality surveillance:**

- M.S. Plates / M.S. Coils Mild Steel Pipes Valves, Specials fittings etc
- Pipe external coating, internal lining at coating yards on at site etc.
- Pumping machineries including pumps, L.T. H.V. Motors, various type of valves, motorized actuators sluice gate, expansion bellows, mechanical - electrical components of water treatment plant
- EOT – Cranes
- Window Air Conditions
- Exhaust Fans
- Surge Control devices such as Air Vessels, Air Cushion & Zero Velocity Valves.
- Flow measuring devices
- Pressure measurement devices
- Pressure switches
- Welding electrodes
- Ordinary port land cement
- Slag Cement
- Drinking & Construction water
- Building materials steel, cement bricks, coarse aggregates, sand etc.
- Power transformers
- 3.3 to 11 KV switch gear
- Capacitors with Panel
- 415 V – Switch gear
- Air circuit Breakers
- Starters
- Contactors
- Current and Voltage Transformers
- Indicating Meters
- Terminal Blades
- Lighting fixture
- Protective Relays
- LT/HT cable & cable termination
- Miniature circuit Breaker
- Instrument and control cables
- Programmable logic controller
- Local central panel
- Rader type Measurement systems
- Computers
- Lightning Protection Unit

- UPS
- Panel Enclosure
- Any Others Equipment/Plant/Machinery/ Material/Hardware

**g) Supervision of construction**

- Supervise the mobilization of the contractor, his staff, plant, equipment etc. and his provisions for storage and other operating areas, paying particular attention to land made available for the construction of the works, including rights-of-way and way leaves.
- Provide the contractor with points, lines and levels of reference, as made available by the Client or otherwise established, and check the contractor's setting out his shall include the accurate locations and levels of all structures, the lines and levels of pipelines and the locations of accesses, storage areas, working areas, way leaves etc.
- Check all construction materials and equipment arriving on site to ensure that they are in compliance with the lists of supplies submitted by the contractor and meet the requirements of the specification and the applicable standards' ensure that all materials handling and storage is in accordance with the manufacturers' recommendations. Advise to the contractor for safety measures & epidemics.
- Monitor and inspect the contractor's methods of construction for permanent and temporary works, including false work, checking of centering & scaffolding, reinforcement and supervision of concrete & other civil work, as well as materials and equipment installation, workmanship and other site operations in regard of compliance with the requirements of the specification, the applicable standards and the manufacturer's recommendations, with all due attention being given to adherence to safety codes, labor laws, either laws, bye-laws and regulations and avoidance of public nuisance.
- Prepare and Issue to the contractor from time to time, as and when necessary, such further drawings, specification and instructions as required under the construction contract to enable the contractor to complete his obligations under his contract in a timely manner.
- Direct and witness from time to time such tests regarding construction materials and equipment and workmanship as required under the construction contract to be executed by the contractor or elsewhere and instruct the contractor to undertake corrective action in case of non- compliance with the specification or the applicable standards.
- Supervise the contractor's detailed investigations and testing of existing facilities, if any, in regard of compliance with the plan of action and decide on the basis of the results of the testing on whether the said facilities are sufficiently sound to be incorporated in the permanent works without adversely effecting later operation and functioning.
- In the event of technical problems arising on site, assist the contractor in overcoming them in the interest of the Client. Within the tender total or such other sum as may become payable to the contractor under the provisions of his contract and within the scheduled time for completion.
- Agree with the contractor on the breakdowns of any provisional sums provided for in the bill of quantities of the construction contract and issue instructions as regards the extent to and the manner in which the provisional sums will be expended.

- Upon having obtained approval of the client, issue variation orders or order extension of time as required under the construction contract.

**h) Review / Approval of the documents**

- Study of contract documents for Civil / Mechanical and Electrical work and IT and Communication works.
- Inspection test plan prepared by the contractor for Civil, Mechanical and Electrical works and IT and Communication works.
- Material test certificates for cement, reinforcement and major bulk materials.
- All check test reports laboratory as well as internal for the materials cement, mortar etc.

**i) Site Supervision of construction**

- Ensuring setting up of field laboratories
- Contractors internal test on materials, concrete, mortar etc.
- Pipe line trenching, bedding
- Lowering, laying and welding & jointing of Mild Steel pipe lines of various sizes.
- Installation of valves, special fittings.
- Inside in-situ lining
- Pipeline hydro testing and pre commissioning test.
- Proper alignment of pipeline trenching.
- Nallah / River crossings – culverts bridges etc.
- Major / minor road crossings
- Railway crossings
- Orientation, location of structures depth of foundation etc. with respect to approved drawings and approved test plan
- Dimensions, reinforcement, concreting in foundation for major civil works.
- Shuttering, plumb, dimensions, concreting etc. In substructure including vertical wall, ring beams, tie beams, columns, slab, etc...as per approved in section test plan.
- Civil, mechanical and electrical works of water treatment plant-ESR,GSR, intake structure, pump house.
- IT and Communication works

The items listed in scope of works are major items covered under the construction contract.

The miscellaneous items and any other major items remained in the lists but required for the successful implementation of the project shall also form the part of scope of work under this consultancy.

**j) Measurement, Valuation, Certification Settlement of claims and financial control.**

- Monthly or otherwise periodically measure the permanent works and value them in accordance with the methods of measurement and notes on pricing as well as the unit

rates of the bill of quantities as included in the construction contract.

- Receive the contractor's monthly statement and upon verification against the measurement and valuation as above, certify the statements or correct them as required under the construction contract and forward them to the Client for payment.
- Keep accurate records to maintain an effective cost control system in order that the cost of works execution remains within the approved amount of contract during the period of the execution of the works, the estimate of the total costs shall be continuously updated and the Client kept informed of his financial commitments and when he shall be required to make payments.
- Keep accurate records of all variations made and all Claims forwarded by the contractor, together with the reasons thereof, which may affect the sum becoming payable to the contractor under the provisions of his contract; claims shall be verified skillfully, but fairly interpreting the provisions of the construction contract and shall only be agreed upon when truly justified.
- Upon agreement with the contractor on outstanding work still to be carried out by him during the defects correction period and upon having obtained approval of the Client thereto, issue at the appropriate time the certificate of substantial completion and certify for release the portion of the retention money related thereto.

**k) Operation and Maintenance Manuals and Training of Operators**

- Ensure that "as-built" drawings meeting professional standards are provided by the contractor.
- Prepare detailed project report "as-executed" and operation and maintenance manuals for all components of the permanent works, as required.
- Train scheme operators, selected by the Client or others, to give them the appropriate skills for proper operation and maintenance of the works.

**6.11.3 Defects Correction Supervision**

- Make periodic site visits to ensure that any outstanding work agreed upon with the contractor before the issue of the certificate of substantial completion is properly carried out.
- In the event of any defect and whenever required, visit the site, ensure that repairs are properly carried out.
- On the occasion of site visits as above and / or request of the Client, supervise performance of the operators and report to the Client in case of shortcomings, including recommending on corrective actions.
- At the end of the defects correction period and when all outstanding work is completed and all repairs are carried out satisfactorily, issue the defects corrections certificate in accordance with the provisions of the construction contract.

**6.11.4 Post Contract Work**

- On removal of all material, plant, equipment and staff from the site by the contractor, agree with the Client and the contractor on all monies owed to or by the contractor,



including the remaining retention money, and release all guarantees and securities in accordance with the provisions of the construction contract.

- After clearing and tidying up of the site by the contractor is complete, carry out all work required to finalize the construction contract administratively.

**SECTION – 5**  
**GENERAL CONDITIONS OF CONTRACT**  
**AND**  
**SPECIAL CONDITIONS OF CONTRACT**

## SECTION 5:

### GENERAL CONDITIONS OF CONTRACT

#### 1. GENERAL PROVISIONS

##### 1.1 Definitions;

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "GUDM" means the GUJARAT URBAN DEVELOPMENT MISSION, a Govt. of Gujarat undertaking, Gandhinagar.
- (c) "Consultant" means Agency / Bidder, any private or public entity that will provide the Services to the GUDM under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the GUDM's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of the GUDM's country.
- (j) "Local Currency" means the currency of the GUDM's country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the GUDM or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support Staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (n) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- (q) "Third Party" means any person or entity other than the Government, the GUDM, the Consultant or a Sub-Consultant.
- (r) "In writing" means communicated in written form with proof of receipt.
- (s) "Project Cost" means the cost of the project finally approved as a result of evaluation of bid which is included in the contract agreement & duly certified by GUDM / PMC

## **1.2 Performance Security**

(A) The selected consultant shall have to pay "Performance Security" 10 % of the value of work in the form of a fix deposit receipt given by a Schedule bank (except cooperative bank) having branch in Gandhinagar/ Ahmedabad or unequivocal/ unconditional Bank Guarantee issued by a Schedule bank (except cooperative bank) having its branch at Gandhinagar/ Ahmedabad in the name of the Gujarat Urban Development Mission

(B) 50% performance security shall be returned to the agency within 30 days from the date of successful completion of the contract and remaining 50% will be returned after 6 month from the date of successful completion of the contract after getting No objection certificate from concern Municipal corporation or Urban Local Authority of the Project.

## **1.3 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the GUDM and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.4 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.5 Language**

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

## **1.6 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **1.7 Notices**

**1.7.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

**1.7.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.8 Location**

The Services shall be performed at such locations as are specified in Appendix – A and where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the client may approve.

**1.9 Authority of Member in Charge**

Every member of the consultant’s team deployed for the assignment under this contract shall have the authority to provide services and also be responsible to the GUDM for the quality of services to be provided under this contract.

**1.10 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the GUDM or the Consultant may be taken or executed by the officials specified in the SC.

**1.11 Taxes and Duties**

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

**1.12 Fraud and Corruption**

It is the GUDM’S policy to observe the highest standard of ethics during execution of this contract. In pursuance of this policy, if the Client determines that the Consultant and /or its Personal, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub- Clause 2.9.1 (d).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5

**1.11.1 Definitions**

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
- (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation making false statements to investigators in order to materially impede a client’s investigation into allegations of a corrupt, fraudulent, coercive or collusive

practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise Client's inspection and audit rights provided for under Clause 3.6.

#### **1.11.2 Measures to be taken**

- (a) GUDM will cancel and terminate the contract if it determines that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.
- (b) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a GUDM -financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GUDM-financed contract;

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

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

### **2.2 Termination of Contract for Failure to Become Effective**

If this agreement has not become effective within such time period after agreement signed by the parties as shall be specified in special condition of documents, the GUDM or consultant may by less than 30- days written notice to other party declare this agreement to be null and void and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

### **2.3 Commencement of Services**

The Consultant shall begin carrying out the Services not later than the ten numbers of days after the Effective Date specified in the Special Condition.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause no 2.9 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 be specified in the document.

### **2.5 Entire Agreement**

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

### **2.6 Modifications or Variations**

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party

shall give due consideration to any proposals for modification or variation made by the other Party.

- (b) In cases of substantial modifications or variations, the prior written consent of the GUDM is required.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, 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 adverse weather conditions, strikes, lockouts or other industrial action (except where 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.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a consultant or such Sub-Consultants or agents or employees, nor (ii) any event which a diligent consultant could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

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

### **2.7.3 Measures to be taken**

- (a) A Consultant affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Consultant affected by an event of Force Majeure shall notify the GUDM of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Consultant was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the GUDM, shall either:
  - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the GUDM, in reactivating the Services; or

- (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.8 Suspension**

The GUDM may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- (i) shall specify the nature of the failure, and
- (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the GUDM**

The GUDM may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC2.9.1. In such an occurrence the GUDM shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the GUDM may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the GUDM, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the GUDM a false statement which has a material effect on the rights, obligations or interests of the GUDM.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the GUDM, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.9.2 By the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the GUDM, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:



- (a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (b) If the GUDM fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 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 Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Consultant may have under the Applicable Law.

**2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Consultant to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 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 GUDM, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the GUDM shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs through (e) of Clause GC 2.9.1 hereof, reimbursement reasonable cost incidental to the prompt termination of this Contract including the cost of the travel of the Personnel and their eligible dependents.

**2.9.6 Disputes about Events of Termination**

If either Consultant disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Consultant may, within forty-five (45) days after receipt of notice of termination from the other Consultant, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.0 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the GUDM, and shall at all times support and safeguard the GUDM's legitimate interests in any dealings with contractor's, Sub-Consultants or Third Parties.

##### **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The GUDM shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### **3.2 Conflict of Interests**

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

##### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the GUDM on the procurement of goods, works or services, the Consultant shall comply with the GUDM's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the GUDM. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the GUDM

##### **3.2.2 Consultant and Affiliates not to engage in certain activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

##### **3.2.3 Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any

business or professional activities which would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality**

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

### **3.4 Liability of the Consultant**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

### **3.5 Insurance to be Taken Out by the Consultant**

The Consultant (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 GUDM, insurance against the risks, and for the coverage specified in the SC, and (ii) at the GUDM's request, shall provide evidence to the GUDM showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the GUDM or its designated representative and/or the GUDM, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the GUDM or the GUDM, if so required by the GUDM or the GUDM as the case may be.

### **3.7 Consultant's Actions Requiring GUDM's Prior Approval**

The Consultant shall obtain the GUDM's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed as key professionals under the Request for Proposal.
- (b) Subcontracts: GUDM will not permit sub contracting of any part of the assignment as per the Request for Proposal. In special circumstances that may require the consultant to subcontract work relating to the Services to an extent and with such experts and entities, GUDM may at its sole discretion consider such subcontracting. The Consultant shall have to obtain GUDM's prior approval for such subcontracting. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the GUDM to be incompetent or incapable in discharging assigned duties, the client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the GUDM, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC

### **3.8 Reporting Obligations**

The Consultant shall submit to the GUDM the reports and documents specified in the Request for Proposal, in the form, in the numbers and within the time periods set forth in

the said Request for Proposal. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Request for Proposal.

### **3.9 Documents Prepared by the Consultant to be the Property of the GUDM**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the GUDM under this Contract shall become and remain the property of the GUDM, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the GUDM, together with a detailed inventory thereof. The consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the GUDM. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the GUDM's prior written approval to such agreements, and the GUDM shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.10 Not Used**

### **3.11 Equipment and Materials Provided by the Consultants**

Equipment or materials brought by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

## **4.0 CONSULTANT'S PERSONNEL**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Request for Proposal. If any of the Key Personnel has already been approved by the GUDM, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Request for Proposal may be made by the Consultant by written notice to the GUDM, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the GUDM's written approval.

### **4.3 Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Request for Proposal and the technical proposal made by the consultant and accepted by GUDM, are hereby approved by the GUDM. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the GUDM for review and approval a copy of their Curricula Vitae (CVs). If the GUDM does not object in writing (stating the reasons for the objection) within twenty-one (21) days from

the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the GUDM.

#### **4.4 Working Hours, Overtime, Leave, etc.**

- (a) The consultant and his professional staff at the project site shall work as per the work schedule agreed with the GUDM.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Request for Proposal. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant and the GUDM who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) No changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the GUDM finds that any of the Personnel have (i) committed serious misconduct or have 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 Consultant shall, at the GUDM's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GUDM.

### **5.0 OBLIGATIONS OF THE GUDM**

#### **5.1 Assistance and Exemptions**

GUDM shall assist the consultant and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for providing services as per the terms of the reference. Such assistance shall not be considered as GUDM's obligation.

#### **5.2 Access to Land**

The GUDM warrants that the Consultant shall have, free of charge unimpeded access to all land at the project site in respect of which access is required for the performance of the Services..

#### **5.3 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

#### **5.4 Services, Facilities and Property of the GUDM**

- (a) The GUDM shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Request for Proposal and the Data Sheet.

- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Request for Proposal and the Data Sheet, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

#### **5.5 Payment**

In consideration of the Services performed by the Consultant under this Contract, the GUDM shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

#### **5.6 Counterpart Personnel**

- (a) The GUDM shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the GUDM with the Consultant's advice, if specified in Request for Proposal and the Data Sheet.
- (b) If counterpart personnel are not provided by the GUDM to the Consultant as and when specified in Request for Proposal and the Data Sheet, the GUDM and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the GUDM to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding GUDM's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the GUDM shall not unreasonably refuse to act upon such request.

### **6.0 PAYMENT'S TO THE CONSULTANT**

#### **6.1 Cost Estimates; Ceiling Amount**

The payment to the consultant shall be made as per the payment schedule break up as per this tender.

#### **6.2 Remuneration and Reimbursable Expenses**

The payment to the consultant shall be made as per the payment schedule break up as per this tender.

#### **6.3 Currency of Payment**

All payments will be made in Indian Rupees

#### **6.4 Mode of Billing and Payment**

Billings and payments in respect of the Services shall be made as follows:

- (a) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the GUDM, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Each statement shall distinguish that portion of the total eligible costs which pertains to

remuneration from that portion which pertains to reimbursable expenses, if eligible under the financial proposal accepted by the GUDM.

- (b) The GUDM shall pay the Consultant's statements (as per payment schedule break up) after the receipt by the GUDM of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the GUDM may add or subtract the difference from any subsequent payments.
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactorily by the GUDM. The Services shall be deemed completed and finally accepted by the GUDM and the final report and final statement shall be deemed approved by the GUDM as satisfactorily ninety (90) calendar days after receipt of the final report and final statement by the GUDM unless the GUDM, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall there upon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the GUDM has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the GUDM within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the GUDM for reimbursement must be made within twelve (12) calendar months after receipt by the GUDM of a final report and a final statement approved by the GUDM in accordance with the above.
- (d) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (e) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## **7.0 FAIRNESS AND GOOD FAITH**

### **7.1 *Good Faith***

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

### **7.2 *Operation of the Contract***

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Consultant believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8.0 SETTLEMENT OF DISPUTES**

### **8.1 *Amicable Settlement***

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

If either Consultant objects to any action or inaction of the other Consultant, the objecting Consultant may file a written Notice of Dispute to the Managing Director (M.D.) of GUDM or to the committee formed by the M.D. for this purpose. M.D./ Committee after receiving the Notice of Dispute will consider it and respond in writing within 30 days after receipt. If it fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that Consultant, Clause GC 8.2 shall apply.

## **8.2 Settlement of Disputes & Arbitration:**

### **A) SETTLEMENTS OF DISPUTES:**

- i) If any dispute of any kind whatsoever may arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing any question regarding its existence, validity or termination, or the execution of the works whether during the progress of the work or before or after the termination, abandonment or breach of the contract, the either parties shall have to raise/refer their disputes/ differences / claims in writing to the other party, within a period of 30 days on occurrence of such events, to resolve any such dispute or difference.
- ii) The contractor shall have to refer their disputes to the Manager (Tech) GUDM. After receipt of the dispute from the contractor under this clause, the Manager (Tech) GUDM In-charge of works shall have to submit their report to the General Manager (Tech) GUDM within a period of 90 (Ninety) days. The General Manager (Tech) GUDM shall offer an opportunity to the contractor to be heard and to furnish evidence in support of their disputes within 30 (Thirty) days after the receipt of the disputes duly compiled by Manager (Tech) GUDM. After hearing the contractor regarding their disputes along with their documentary support and the Manager (Tech) GUDM & Engineer in charge of the work, the General Manager (Tech) GUDM shall give decision within a period of 120 (One Hundred Twenty) days or the contractor is dissatisfied with the decision within 120 (One Hundred Twenty) days after the contractor has been heard. If The General Manager (Tech) GUDM does not give decision within 120 (One Hundred Twenty) days or the contractor is dissatisfied with the decision of the GM (Tech.), the contractor shall within 30 (thirty) days after receiving the instruction or decision, appeal to the Additional CEO, GUDM. After hearing both the parties the Additional CEO, GUDM will give reasonable decision within 180 (One Hundred Eighty) days from the date of receipt of appeal by the contractor. The decision of the Additional CEO, GUDM shall be final and binding on both the parties. If the Additional CEO, GUDM does not give decision within 180 (One Hundred Eighty) days after the date of appeal by the contractor, the contractor will have right to refer the dispute to arbitration tribunal as per provision of clause "Arbitration".

### **B) ARBITRATION:**

- i) Subject to Clause (A) mentioned above and in the event of any dispute or difference arising out of or in any way relating to all concerning these contracts or the construction or effect of these contracts shall on the initiative of either party to the contract be referred to "The Arbitration Tribunal Constituted Under The Provision Of Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992".



- ii) The arbitration shall be conducted in accordance with the provisions of the “Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992” or statutory modifications there on. The Arbitration shall be held at such place and time as the Tribunal may determine.
- iii) The decision of the tribunal shall be final and binding upon both the parties. The expenses of the arbitration shall be paid as may be determined by the Tribunal.
- iv) Performance of the contractor under the contract shall if reasonably be possible, continue during the arbitration proceedings and payments due to the contractors by the owner shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- v) The dispute is deemed to have arisen on the date, on which Additional CEO, GUDM shall not give his decision as mentioned above in Clause (A) or in the case of intimation of any decision, the contractor intimates in writing that he has finally refused to accept the offer made by the GUDM.
- vi) Where any dispute arises between the parties to the work contract either party shall irrespective of whether such works contract provides for any arbitration or not, refer, within one year from the date that Additional CEO, GUDM has not given the decision as per Clause (A) such dispute in writing to the Tribunal for arbitration in such form and accompanied by such documents or other evidence any by such fees, as may be prescribed.
- vii) Legal jurisdiction: All question relating to this Tender shall be governed by the law of India and shall be subject to jurisdiction of court at Gandhinagar, Gujarat.

## **9.0 PENALTY CLAUSES**

### **9.1 Liquidated Damages for delay**

If there is any delay in Consultant’s engineering services, which is conclusively proved is on account of reasons solely attributable to the Consultant, as decreed under the provisions of the Arbitration, resulting in extension of overall schedule for completion of the project, then GUDM shall be entitled to recover from the Consultant by way of liquidated damages an amount calculated at the rate of **0.1percent per day** of the value of delayed project consultancy Fees, subject to maximum of **10%** of the Consultant’s fee for the project

### **9.2 Penalties (Limitation of Liability)**

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and sound standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. GUDM may review, monitor and check the works carried out by the consultant. If such checks disclose that the works carried out by the consultant do not meet the specified requirements, GUDM may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall interalia promptly re-do such engineering services at no additional cost to GUDM. In addition, GUDM may impose a penalty limited to 10% of the consultancy fees of the portion affected and without entitlement to payment for further fees in this respect, for the affected portion.

## **10.0 Special terms and conditions of the contract**

- a) **Staff deployment:** The staff deployed for the project shall not be changed without the permission of GUDM.
- b) **Transportation:** The consulting Firm shall have to engage vehicles in good working condition as per requirement at site. In case, vehicles are found to be short than requirement, deduction shall be made at prevailing market rate or rate given in breakup of price shown in Appendix-E by him, whichever is higher on per day basis.

- c) **Office Requirement:** The consulting Firm shall establish office at site as well as at Gandhinagar as per tender requirement immediately on receipt of work order.
- d) **Overall supervision:** GUDM is engaging consulting Firm for the work of PMC for quality and timely execution of work. Thus essence of the contract is quality of work and GUDM wants no compromise in this respect. If due to any action of Consulting Firm.
- e) If the Consultant does not establish their office at site with furniture, computer, printer, stationary, peon, fax, vehicle for supervision etc. within three month from date of acceptance of LOA, Rs. 1000/- per day will be deducted from bill.

**SPECIAL CONDITIONS OF CONTRACT**

Number of Amendments or/and Supplements to, GC Clause\* Clauses in the General Conditions of Contract.

1.1 Language is :English

1.2 The Addresses are :

A-Client : Gujarat Urban Development Mission  
Gandhinagar – 382 010

Attention : GM (Tech.)  
Telephone : 079-23245928  
Facsimile : 079-23245921  
E-mail : info@gudm.org

B- Consultants : \_\_\_\_\_

\_\_\_\_\_

Attention : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

1.3 The Authorized Representatives are :

For the Client : \_\_\_\_\_

For the Consultant: \_\_\_\_\_

1.4 For domestic consultants/sub-consultants / personnel who are permanent residents in India The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the GUDM shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The Consultant has to provide services for the period of construction specified in the contracts awarded to the construction contractor’s (Stipulated contract period from the date of award). In case if, these construction contracts are extended beyond the specified period of consultancy contract i.e. three years, the consultant’s contract (this contract) will also be extended on mutual agreement.

During the extended period of consultancy contract, the consultant shall provide the services and deploy his staff as per mutual agreement. During this period, the consultant’s price will be mutually decided.

2.2 The time period shall 36 month or such other time period as the parties may agree in writing.

3.1 Limitation of the Consultants’ Liability towards the GUDM

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or Firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the GUDM’s property, shall not be liable to the GUDM:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds by two times the total value of the Contract.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or Firm acting on behalf of the Consultants in carrying out the Services."

3.2 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Gujarat / India by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.

(b) Third Party liability insurance, with a minimum coverage of INR 5 lakhs.

(c) Professional liability insurance, with a minimum coverage equivalent to the total amount of consultancy fees to be paid by the GUDM to the consultant

(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub- Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

3.3 The other actions are:

{taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the GUDM as "Employer" is required.}

3.4 The consultant shall not use their documents and software for purposes unrelated to this contract without the prior written approval of the GUDM.

3.5 {The person designated as Resident Project Manager in the Request for Proposal shall serve in that capacity, as specified in Clause GC 4.6.}

3.6 **Advance payment :**

**The employer shall make payment of advance with 12% interest per annum to facilitate mobilization on the part of the consultant not exceeding 10% of the Consultancy fee based on Preliminary Project Cost against unequivocal and unconditional bank guarantee. Such advance will be paid in two installments as under;**

**(a) 5% of the Consultancy fee based on Preliminary Project Cost shall be payable on allotment of project and against unequivocal and unconditional bank guarantee issued by a Indian scheduled Bank (except co-operative bank) or a foreign bank having its branch at Ahmedabad or Gandhinagar.**

**b) Balance 5% shall be payable after one month of actual mobilization of men, office and equipment on site, and submission of DPR.**

**This amount shall be recovered from the consultant's running bill. The recovery commences after the 25% payment of constancy fee and fully recovered within 75% payment of consultancy fee on the basis of equal installments.**

3.7 The accounts are Indian Rupee accounts

**SECTION – 6**  
**APPENDICES**  
**AND**  
**STANDARD FORM OF CONTRACT**

**SECTION-6**  
**APPENDICES & STANDARD FORM OF CONTRACT**

**Appendix - A**

**Description of the Services**

**(Based on RFP)**

(Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client etc.)

**Appendix - B**  
**Reporting Requirements**

(List format, frequency and contents of reports; persons to receive them, dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable")

**Appendix - C**

Key Personnel

(Refer Clause 4.1 of the Contract)

List under:

C-1 Titles (and names, if already available), detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.

C-2 Same information as C-1 for Key Local Personnel



## Appendix - D

### CONSORTIUM AGREEMENT

This Consortium Agreement executed on this..... Day of..... Between M/s....., a company incorporated under the law of ---- and having its registered/principal office at..... (Herein after called the `Partner-I/ `Lead Partner' which expression shall include its successors, executors and permitted assigns)

And M/s....., a company incorporated under the laws of ---- - and having its registered/ principal office at ..... (Herein after called the `Partner – II/ `Second Partner' which expression shall include its successors, executors and permitted assigns)

for the purposes of submission a pre-qualification bid (hereinafter called “ Bid”) and submitting the final bid in case of being pre-qualified in response to Owner’s Pre-qualification document (hereinafter called document) no. .... And entering into a contract in case of award for the work of..... (Name of work).....for ..... (Name of project) of M/s..... (Herein after called the `Owner’).

WHEREAS, the Owner invited bids vide its document no. .... for the work of.....

AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to the Owner vide proposal dated ..... based on the Consortium Agreement being these presents and the bid with its bid forms and submission documents, in accordance with the requirement of document conditions and requirements have been signed by all the partners and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be.....Consortium.
2. In consideration of the bid submission by us to the Owner, pre-qualification of our bid by the Owner if considered acceptable, submission of main bid by us and the award of contract by the Owner to the Consortium (if selected by the Owner), we the partners to the Consortium, hereby agree that the Partner – I (M/s..... ) shall act as the lead partner for self, and for and on behalf of Partner – II and further declare and confirm that the Lead bidder shall be bound unto the Owner for execution of the contract in accordance with the contract terms and shall be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. The Lead Partner shall be solely responsible for Project Management of works.

4. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.
5. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment meeting the guaranteed performance parameters as per the technical specifications/contract documents, the Lead Partner & Second Partner of these presents undertake to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure.
6. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in 'Appendix I' (in line with past experience of members and the lead Partner shall be responsible for the Project Management) to this agreement.
7. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Gujarat shall have exclusive jurisdiction in all matters arising there under.
8. In case of award of contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of the Owner from a bank acceptable/ approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of both the partners of the Consortium.
9. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

|   |   |
|---|---|
| <p>For M/s. (.....Partner 1)</p><br><br><p>.....<br/>(Signature of authorized Representative )</p> <p>Name:</p> <p>Designation:</p> | <p>For M/s. (.....Partner 2)</p><br><br><p>.....<br/>(Signature of authorized Representative )</p> <p>Name:</p> <p>Designation:</p> |
|---|---|

## **Appendix - E**

Services and Facilities provided by the consultant.

## **Appendix - F**

Services and Facilities Provided by the Client

**Annexure – III**

**Appendix- G-1  
Form of Bank Guarantee (Earnest Money Deposit)**

Whereas M/s..... (hereunder called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender No.

dt -                      And whereas We, .....

Bank, agree to give the consultants a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants upto a total of Rupees.....(i.e. Rs..... ) and we undertake to pay the Additional Chief Executive Officer, GUDM, Gandhinagar upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees\_\_\_\_\_

2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the ..... We shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the Additional Chief Executive Officer, GUDM, Gandhinagar in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

**Signature of consultants**

**Signature of Engineer-In-Charge**

**Annexure – IV**

**Appendix- G-2**

**FORM OF BANK GUARANTEE ( UNCONDITONAL)  
FOR PERFORMANCE SECURITY**

To,

(Name of employer)\_\_\_\_\_

(Address of Employer)\_\_\_\_\_

\_\_\_\_\_

WHERE AS ( Name and Address of

Contractor)\_\_\_\_\_

\_\_\_\_\_

( hereinafter called “ The consultant”) has undertaken , in pursuance of contract  
No. \_\_\_\_\_ dated \_\_\_\_\_ to execute ( Name of contract and  
brief description of work ] ( Hereinafter called “the Contract’”)

And Whereas it has been stipulated by you in the said contract that the consultant shall  
furnish you with a bank guarantee by a Nationalized Bank of banks as per clause -1.2  
section -5, Vol-I for the sum specified therein as security for compliance with his  
obligations in accordance with contract. AND WHEREAS we have agreed to give the  
consultant such bank guarantee; NOW THEREFORE we hereby affirm that we are the  
guarantor and responsible to you, on behalf of the consultant up to a total of (Amount of  
Guarantee)\*\*

Rs. (In figure) \_\_\_\_\_ Rupees ( In words)

\_\_\_\_\_

Such sum being payable in the types and proportions of currencies in which contractrised is  
payable and we undertake to pay you, upon your first written  
demand and without cavil or argument, any sum or sums within the limits of

[Amount of Guarantee]\*\* \_\_\_\_\_

\_\_\_\_\_ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt. from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the consultant or of the work to be performed there under or of any of the consultant documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee is valid until the date \_\_\_\_\_ months after the issuing of the completion certificate. Our guarantee be GWSSB Gandhinagar, that the said Board will be for all matters relating to this guarantee shall deal with our bank branch located at \_\_\_\_\_ at all communication including invocation, notice of demand and such other matter deemed essential to be advised to and / or served on the said branch, on our behalf, of our bank, who without demur shall in accordance with the provision of this guarantee.

We unequivocally surrender our rights to be informed / advised give notice in respect thereof in favour of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this guarantee, we agree that for all the operative part and enforceability in the court of law. This guarantee shall be deemed to have issued by the said branch of our bank. The obligation under this guarantee shall be performed and discharged at \_\_\_\_\_ and the court located there at shall have jurisdiction for all the matters covered under and / or arising out of this guarantee.

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name \_\_\_\_\_ of \_\_\_\_\_ Bank

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date :- \_\_\_\_\_

Confirmed by :-

Bank Branch located at Ahmedabad / Gandhinagar

We hereby confirm the above Bank guarantee given by our Branch at \_\_\_\_\_ and will honour the same as if it has been issued by us.

Signature & Seal

\_\_\_\_\_ Bank.

---

+ consultants are not required to complete this form.

\*\* An amount is to inserted by the guarantor, representing the percentage of the contract price specified in the contract.



**Appendix – H**

**CONTRACT FOR CONSULTANT'S SERVICES**

BETWEEN

\_\_\_\_\_  
[Name of Client]

And

\_\_\_\_\_  
[Name of Consultants]

Dated: \_\_\_\_ th \_\_\_\_ '2016

**I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2016, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

[\* Note: If the consultants consist of more than one entity, the above should be partially amended to read as follows:

"..... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Consultants")"].

**WHEREAS;**

- (a) The Client has requested the Consultants to provide certain consulting services as defined in the request of proposal, General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this contract ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

- (a) The General Conditions of Contract (hereinafter called "GC") ;
- (b) The Special Conditions of Contract (hereinafter called "SC") ;
- (c) The following Appendices :

[Note: If any of these appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix]

- Appendix -A : Description of the Services \_\_\_\_\_
- Appendix - B : Reporting Requirements \_\_\_\_\_
- Appendix - C : Key Personnel \_\_\_\_\_
- Appendix - D : Proforma for JV Agreement
- Appendix - E : Services and Facilities Provided by the Consultant \_\_\_\_\_
- Appendix - F : Services and Facilities Provided by the Client \_\_\_\_\_
- Appendix - G : Form of Guarantee for Advance Payments -
- (d) Scope of services
- (e) Pre Bid Meeting Minutes along with corrigendums to the bid document, addenda

etc.

(f) Online submission of Financial bid

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

(a) The Consultants shall carry out the Services in accordance with the provisions of the contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner;]

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

**APPENDIX J**  
**MINIMUM REQUIREMENT OF STAFF**

**Infrastructure PMC Services**

**Key Professional Staff:**

| <b>Position</b>               | <b>Qualification</b>   | <b>Minimum Experience</b>  | <b>No of Staff</b> |
|-------------------------------|--|--|--------------------|
| Project Manager (Team leader) | B.E Civil with Masters in Environmental Engineering/ Public Health Engineering or equivalent | <ul style="list-style-type: none"> <li>• 15 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> <li>• Experience in leading the team</li> <li>• Experience in Externally Aided Projects</li> </ul>        | 1                  |
| Urban /Town Planner           | BE (Civil) with Masters in Urban Planning or PG in Urban Planning or equivalent              | <ul style="list-style-type: none"> <li>• 10 years' experience in Urban Planning related to urban infrastructure (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> </ul>  | 1                  |
| Public Health Engineer        | BE (Civil/ Environment) with PG in PHE or equivalent   | <ul style="list-style-type: none"> <li>• 10 years of experience in process design for water supply, storm water &amp; Sewerage projects</li> <li>• experience in urban Water supply projects Experience in water supply design and implementation</li> </ul>   | 1                  |
| Environment Expert            | BE (Civil/ Environment) or Equivalent  | <ul style="list-style-type: none"> <li>• 10 years of experience in EIA Studies, preparation &amp; implementation of Environment Management Plan</li> <li>• Experience in areas of Municipal Solid Waste Management</li> </ul>  | 1                  |
| Mechanical Engineer           | B.E. (Mechanical Engineering) or equivalent  | <ul style="list-style-type: none"> <li>• 10 years of experience in designing of mechanical systems for infrastructure projects, experience in water and sewerage field,</li> <li>• Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations &amp; water supply mechanical equipment.</li> </ul> | 1                  |

| Position                                       | Qualification                    | Minimum Experience  | No of Staff |
|--|----------------------------------|---|-------------|
|  |                                  | <ul style="list-style-type: none"> <li>Experience in installation and O&amp;M of equipment at WTP/STP, Pumping Stations &amp; water supply mechanical equipment</li> </ul>  |             |
| Electrical Engineer                            | BE (Electrical Engineering)      | <ul style="list-style-type: none"> <li>10 years of experience in designing of electrical systems for infrastructure projects, experience in water and sewerage field,</li> <li>Experience in design of equipment size, rating etc of electrical equipment.</li> <li>Experience in installation and O&amp;M of equipment at WTP/STP, Pumping Stations &amp; water supply electrical equipment</li> </ul> | 1           |
| Procurement/ Contracts Engineer                | Graduate Engineer (Civil/ Mech.) | 10 years of experience in preparation of Prequalification and Bid documents, assisting in evaluation of bids and familiarity with FIDIC documents.  | 1           |
| <b>Total Persons of Key Professional Staff</b> |                                  |   | <b>7</b>    |

**Note:** Staff should be available for work for full duration of the project

**Expert Professionals:**

| Position                          | Minimum Qualification   | Minimum Experience   | No of Staff |
|-----------------------------------|---|--|-------------|
| PPP Expert                        | Graduate Engineer/ MBA/ PG-Finance/CFA/CA                       | 8 years of experience in structuring of PPP strategy/ model Experience in design/ contract management of performance based urban service delivery contracts and contracts on PPP mode. | 1           |
| Legal Expert                      | LLB or Associated Member of company Secretary                   | 8 years of experience in Techno-Legal Arbitration, Litigation and company secretarial services.  | 1           |
| Energy Conservation Specialist    | Engineer with certification from BEE as Energy Manager/ Auditor | 8 years of experience in the field of energy conservation for large scale projects   | 1           |
| GIS Professional                  | Graduate Engineer with PG in remote sensing                     | 8 years of experience in GIS related to mapping of utilities and urban areas   | 1           |
| Solid Waste Management Specialist | Graduate in Environmental/ Civil Engineering/ Graduate in       | 8 years of experience in the field of landfill and disposal facilities of solid waste, experience in designing   | 1           |

| Position  | Minimum Qualification  | Minimum Experience  | No of Staff |
|---|--|---|-------------|
|   | Environment Planning or related field  | &implementing solid waste management projects.  |             |
| Financial Expert                                  | Chartered Accountant/ Masters in Finance system / Chartered financial analysts | 8 years' experience of designing and establishing suitable financing management system for projects<br>Experience in managing and handling all financial and accounting matters of the project, monitoring the fund disbursement. | 1           |
| Structural Engineer                               | Graduate in Civil Engineering/ PG in Structures                                | 8 years of experience in process design for water supply, storm water & Sewerage projects,<br>Experience in water supply design and implementation  | 1           |
| <b>Total Persons of Expert Professional Staff</b> |  |   | <b>7</b>    |

**Note:** Staff should be available for the minimum work for one-third duration of the project

**Zonal Level Staff [To be deployed in the city/ zone for supervision of contractor's work]**

| Position  | Minimum Qualification                                   | Minimum Experience   | No of Staff |
|---|---|--|-------------|
| Zonal Site Manager (4 Nos., One per Zone)                             | B.E. Civil Engineering or equivalent                    | 5 years of experience in construction activities of water supply projects, sewerage projects, solid waste, roads, street furniture, urban development and other municipal projects | 4           |
| Quality Engineer (Civil/ Mech./ Elec./ PHE/ Instrumentation) (4 Nos.) | B E in Civil / Mechanical Engineering or equivalent     | 5 years for BE/ 8 years for Diploma with experience in Quality Assurance for urban development projects  | 4           |
| Safety Engineer (4 Nos.)  | B E in Civil / Mechanical Engineering or equivalent     | 5 years of experience in construction supervision and worked as safety engineer.   | 4           |
| Pipeline & Network Engineer (4 Nos.)                                  | ME (Hydraulics/Environmental Engineering) or equivalent | 5 years of experience in water supply / storm water/ sewerage projects   | 4           |

| Position                                      | Minimum Qualification | Minimum Experience   | No of Staff |
|---|-----------------------|--|-------------|
| Construction Engineer<br>(8 Nos., 2 per Zone) | B.E. Civil Engineer   | 5 years of experience in construction activities of water supply projects, sewerage projects, solid waste, roads, street furniture, urban development and other municipal projects | 8           |
| <b>Total Persons of Zonal Level Staff</b>     |                       |  | <b>24</b>   |

**Note:** The project will be divided into 4 zones. Each zone is considered having 6 – 8 cities.

Staff should be available for work for full duration of the project

**Field Staff [To be deployed in the city/ zone for supervision of contractor's work]**

| Position   | Minimum Qualification        | Minimum Experience  | No of Staff                        |
|--|------------------------------|---|------------------------------------|
| ULB Coordination cum<br>Construction Engineer<br>(32 No; 1 per city)                         | B E Civil Engineering        | 7-10 years of experience in construction supervision of water supply and sewerage projects            | 32                                 |
| Site Engineers (Civil/<br>Mech./ Elec./ ICT/<br>PHE/ Instrumentation)<br>(32 No; 1 per city) | BE or Diploma in Engineering | 5 years for BE/ 8 years for Diploma with experience in site supervision of urban development projects | Project Requirement/<br>Need Basis |
| <b>Total Persons of Field Staff</b>  |                              |   | <b>32 + Need Basis</b>             |

**Note:** ULB Coordination cum Construction Engineer shall be deployed for the full duration of the assignment; however the site engineers shall be deployed during implementation of schemes/ projects in their respective Town/ City on need basis.

## IT and Communication

### Key Professional Staff:

| Position  | Qualification                    | Minimum Experience   | No of Staff |
|---|----------------------------------|--|-------------|
| Project Head (Exp. In IT Infra& services, System Integration) | B.E.(IT/Comp./MCA)or equivalent  | <ul style="list-style-type: none"> <li>• 10 years' experience in IT Infra&amp; services, System Integration</li> <li>• Experience in leading the team</li> </ul>                         | 1           |
| IT Procurement Expert   | B.E.(IT/Comp./MCA) or equivalent | <ul style="list-style-type: none"> <li>• 10 years' experience in IT products procurement</li> <li>• 5 years' experience in procurement of IT products for Govt. organizations</li> </ul> | 1           |

**Note:** Staff should be available for work for full duration of the project

### Expert Staff:

| Position                                 | Qualification                          | Minimum Experience  | No of Staff |
|--|--|---|-------------|
| Network/Security & Infrastructure Expert | B.E.(IT/Comp./MCA)or equivalent        | <ul style="list-style-type: none"> <li>• 8 years' experience Network/Security &amp; IT Infrastructure management</li> </ul> | 1           |
| SCADA Expert                             | B.E.(IC/EC/IT/Comp./MCA) or equivalent | <ul style="list-style-type: none"> <li>• 8 years' experience SCADA product management</li> </ul>                            | 1           |
| Database & Analytics                     | B.E.(IT/Comp./MCA)or equivalent        | <ul style="list-style-type: none"> <li>• 8 years' experience Database and Analytics</li> </ul>                              | 1           |
| eGovernance Expert                       | B.E.(EC/IT/Comp./MCA) or equivalent    | <ul style="list-style-type: none"> <li>• 8 years' experience in eGovernance</li> </ul>                                      | 1           |
| Communication Expert                     | B.E.(EC/IT/Comp./MCA) or equivalent    | <ul style="list-style-type: none"> <li>• 8 years' experience in Communication</li> </ul>                                    | 1           |

**Note:** Staff should be available for the minimum one-third duration of the project



**Staff at 6 smart cities:**

| <b>Position</b>   | <b>Qualification</b>             | <b>Minimum Experience</b>   | <b>No of Staff</b> |
|---|----------------------------------|---|--------------------|
| Project In charge (Exp. In IT Infra, IT Operations, IT SW Services) | B.E.(IT/Comp./MCA)or equivalent  | <ul style="list-style-type: none"><li>• 5 years' experience in IT Infra and operations/ System Integration and SW services</li><li>• Experience in leading the team</li></ul> | 6                  |
| Functional Analyst (IT Infra, IT SW Services, IT Technology)        | B.E.(IT/Comp./MCA) or equivalent | <ul style="list-style-type: none"><li>• 3 years' experience in IT Infra and operations/ System Integration and SW services</li></ul>  | 6                  |

**Note:** Staff should be available for the minimum one-third duration of the project.