

**Selection of Consultant
for
Program Management Consultancy Services
For Development of Priority Infrastructure Projects on PPP
Mode in Gujarat**

**Request for Qualification cum Request for Proposal
(RFQ cum RFP)**



**Gujarat Infrastructure Development Board,
8th Floor, Block No. 18, Udyog Bhavan, Sector -11,
Gandhinagar, Gujarat – 382 017
Phone No: 91-079-23232701/4, Fax No: 91-079-23222481,
Website: www.gidb.org, E-mail: ceo@gidb.org**

Letter of Invitation

Dated

To,

Sub: Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.

Dear Sir,

We are pleased to invite you to participate in the Bidding Process for the “**Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat**”. The RFQ cum RFP Document is enclosed herewith.

We look forward to your participation and professional services.

Thanking you,

Yours faithfully,

Mr. Ashwini Kumar, IAS

Chief Executive Officer

Gujarat Infrastructure Development Board

Block No. 18, 8th Floor, Udyog Bhavan

Gandhinagar-382 017

Table of Contents

Letter of Invitation	ii
Glossary.....	vi
Disclaimer.....	vii
1. Introduction	9
1.1. Background.....	9
1.2. Schedule of the bidding process:.....	10
2. Instruction to the Consultants	11
A. General.....	11
2.1. General Terms of Bidding.....	11
2.2. In case of Consortium.....	13
2.3. Cost of Bidding	14
2.4. Bid Processing Fees	14
2.5. Site Visit and Verification of Information.....	14
2.6. Right to accept and to reject any or all Bids.....	15
B. Documents	16
2.7. Contents of the RFQ cum RFP	16
2.8. Clarifications.....	17
2.9. Amendment of RFQ cum RFP	18
C. Preparation and Submission of Proposals	18
2.10. Format and Signing of Bids	18
2.11. Sealing and Marking of Bids.....	18
2.11.4. Envelope A - The Pre-Qualification Proposal	19
2.11.5. Envelope B - The Technical Proposal.....	19
2.11.9 The Financial Proposal – to be submitted online.....	22
2.12. Address of Communication	23
2.13. Bid Due Date.....	23
2.14. Late Bids.....	23
2.15 Rejection of Bids.....	23
2.16 Validity of Bids.....	24
2.17 Confidentiality	24
2.18. Confirmation of Receipt	24
2.19. Correspondence with the Bidder	24
D. Security Deposit.....	24
2.20. Bid Security	24
2.21 Performance Security	26
2.22 Eligibility Criteria:.....	27
2.22.1. Pre – qualification/ Eligibility criteria for the applicants - General	27
2.22.2. Pre – qualification / Eligibility criteria for the applicants - Technical Strength	27

2.22.3. Pre – qualification / Eligibility criteria for the applicants - Financial Strength .	28
3. Terms of Reference	29
3.1 General.....	29
3.2 Objectives	31
3.3 Scope of Work	31
3.4 Data & Facilities to be provided by the client:.....	39
3.5 Project Team	40
3.6 Period of Assignment	42
3.7 Reports/ Documents	45
3.8 Custody of Reports/ Data etc	45
3.9 Property of the Client	45
3.10 Responsibilities of the Authority	46
3.11 Responsibilities of the Consultant	46
4. Evaluation of Bids.....	48
4.1 Opening of Bids	48
4.2 Test of Responsiveness	48
4.3 Evaluation of Bids.....	48
A. Technical Evaluation:.....	48
B. Financial Evaluation:	49
C. Weightage of Technical and Financial Bid.....	49
4.4 Selection of Consultant	50
4.5 Contacts during Bid Evaluation.....	50
4.6 Negotiations.....	51
4.7 Award of Contract	51
4.8 Execution of Agreement	52
4.9 Commencement of assignment	52
4.10 Proprietary data	52
5. Fraud and Corrupt Practices	53
6. Pre-Bid Conference.....	55
7. Miscellaneous	56
Annexure 1 Proposal Submission Letter.....	57
Annexure 1 (A) Format for Pre-qualification Proposal (General Information)	59
Annexure 1 (B) Format for Pre-qualification Proposal (Technical Strength)	60
Annexure 1 (C) Format for Pre-qualification Proposal (Financial Strength)	62
Annexure 2 Format for Power of Attorney for Signing of Proposal.....	64
Annexure 3 A Format for Joint Bidding Agreement (in case of Consortium)	65
Annexure 3 B Format for Power of Attorney for Lead Member of the Consortium	70
Annexure 4 Firm’s References	72
Annexure 5 Approach Paper on Methodology and Work Plan For Performing the Assignment ..	74
Annexure 6 Composition of the Team Personnel, And Task(S) Of Each Team Member	75

Annexure 7 Format of Curriculum Vitae (CV) For Proposed Professional Staff.....	76
Annexure 8 Time Schedule for Professional Personnel	78
Annexure 9 Activity (Work) Schedule	79
Annexure 10 Submission Letter of Financial Proposal.....	80
Annexure 11 Break up - Total Price of the Services	81
Annexure 12 Proforma Bank Guarantee for Performance Security.....	82
Annexure 13 Format for Query (s) Submission	85
Annexure 14 Checklist for Submission	86
Annexure 15 Draft Contract	87

Glossary

Contract Agreement	As defined in Annexure 15
Applicant	As defined in Clause 2.1.1
Authority	As defined in Disclaimer
Bid Security	As defined in Clause 2.20
Conflict of Interest	As defined in Clause 2.1.9
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 3.5
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
RFP	As defined in Disclaimer
Sole Firm	As defined in Clause 2.1.1
TOR	As defined in Clause 3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Disclaimer

The information contained in this Request for Qualification cum Request for Proposal document (hereinafter referred to as "**RFQ cum RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the **Chief Executive Officer, Gujarat Infrastructure Development Board (hereinafter referred to as "GIDB")**, (the "**Authority**") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ

cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way in this Bid Stage.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP.

The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the **Consultancy Services for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat**. And the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1. Introduction

1.1. Background

The State of Gujarat believes that development of infrastructure is pivotal to industrial and economic growth. To facilitate the development of infrastructure through private sector participation, there is an elaborate legal and organisational framework in place through Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006). This arrangement is symbolised by the Gujarat Infrastructure Development Board, popularly known as GIDB. GIDB is a statutory organisation of the Gujarat Government.

Established under the Gujarat Infrastructure Development (GID) Act, 1999, GIDB is a focal point organization which promotes private sector partnership in the infrastructure sector by providing legal framework and roadmap for PPP Model.

GIDB itself does not develop infrastructure services, but acts as a catalyst for their development. It extends its expert advisory services to various government agencies.

The role and functions of GIDB are as follows:

- Statutory Organisation established under The GID Act 1999.
- Monitor overall planning and implements framework studies. It achieves all its goals due to impeccable coordination between various sectoral departments.
- Conducts pre-feasibility and feasibility studies for various infrastructure projects. Selection of developer is done through a transparent bidding process.
- Framing, vetting, approval and monitoring of Concession Agreements.
- Advises the Government on policies on infrastructure.
- Capacity building amongst Government agencies and their staff for Public Private Participation.
- Nodal Agency for Viability Gap Funding for Central and State Government.

The Government of Gujarat through GIDB is looking forward for developing Priority Infrastructure Projects through Public Private Participation across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).

1.2. Schedule of the bidding process:

Sl. No	Event	Period	Period	Date	Time	Venue
1	Floating of RFQ cum RFP	(T)	(T)	31 st May, 2019	11:00 hrs	Through advertisement, GIDB website and NProcure.
2	Last Date of Receiving Queries (RFQ cum RFP)	T + 11 Days	T + 07 th GoG working Day	11 th June, 2019	17:00 hrs	Through e-mail with covering letter and queries in Excel format as per Annexure 12 to [sbuch@gidb.org].
3	Pre-bid Meeting of the Bidders (RFQ cum RFP)	T + 14 Days	T + 10 th GoG working Day	14 th June, 2019	11:30 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017.
4	Last Date of Submission of RFQ cum RFP					
	(a) Submission of Financial Bid (online)	T + 35 Days	T + 27 th GoG working Day	05 th July, 2019	17:00 hrs	Financial Bid Submission online submission through https://qidb.nprocure.com [Tender ID -]
	(b) Submission of Technical Bid (Hard Copy)	T + 40 Days	T + 31 st GoG working Day	10 th July, 2019	17:00 hrs	Technical Bid Submission As per Clause 2.12
5	Opening of Technical Bids	T + 41 Days	T + 32 nd GoG working Day	11 th July, 2019	11:00 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017.
6	Presentation by Bidders	T + 42 Days	T + 33 rd GoG working Day	12 th July, 2019	15:30 hrs	
7	a) Declaration of Technical Result	T + 46 Days	T + 35 th GoG working Day	16 th July, 2019	13:00 hrs	Through e-mail.
	b) Opening of Financial Bids	T + 49 Days	T + 38 th GoG working Day	19 th July, 2019	13:00 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017.
8	Proposal Evaluation Result	T + 53 Days	T + 41 st GoG working Day	23 rd July, 2019	12:00 hrs	Through e-mail.
9	Issue of Letter of Award (LoA)	T + 54 Days	T + 42 nd GoG working Day	24 th July, 2019	11:00 hrs	Through e-mail.

2. Instruction to the Consultants

A. General

2.1. General Terms of Bidding

2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFQ cum RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (**the "Sole Firm"**) or as lead member of a consortium of maximum two firms (**the "Lead Member"**) in response to this invitation. The term applicant (**the "Applicant"**) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ cum RFP.

2.1.2. The Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFQ cum RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever. An applicant is eligible to submit only one Bid combined for entire assignment. Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.

2.1.3. Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

2.1.4. The Bidder should submit a Power of Attorney as per the format at **Annexure - 2**, authorising the signatory of the Bid to commit the Bidder.

2.1.5. The Bid should be furnished in the format at **Annexure - 10**, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.7. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.8. The Bidding Documents including this RFQ cum RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.1.9. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder;

2.1.10. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

2.1.11. This RFQ cum RFP is not transferable.

2.1.12. Any award of Contract pursuant to this RFQ cum RFP shall be subject to the terms of Bidding Documents.

2.1.13. Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFQ cum RFP.

2.1.14. Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail in the format at **Annexure 13** to the officer designated in Clause 2.12 below. The envelopes/ communication shall clearly bear the following identification/ title/ subject:

"Queries/Request for Additional Information: RFP– Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat."

2.2. In case of Consortium

The consultants in the consortium shall not be allowed to bid for the project individually. Further, one party cannot be a part of more than one consortium. It is explicitly declared that such bids will be treated as non-responsive, and shall not be considered for the project and the bid security of both the consortiums shall be forfeited. **The Team Leader must be a full time employee of any Member of the Consortium.**

2.3. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the event of any contradiction between the details furnished in this RFQ cum RFP and the same obtained through Bidders' own means, the data provided in RFQ cum RFP will prevail.

2.4. Bid Processing Fees

The consultants would be required to pay **Rs. 10,000/- (rupees Ten Thousand only)** as bid processing fees in the form of demand draft in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar**. The demand draft must be submitted along with the Proposal. Proposals not accompanied by bid processing fees shall be rejected outright as non-responsive. The bid processing fees is non-refundable.

2.5. Site Visit and Verification of Information

2.5.1. Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data and ascertaining for applicable laws and regulations, and any other matter considered relevant by them.

2.5.2. However, it shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid in accordance with the Bidding Documents and performance of all of its obligations there under;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement; and

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6. Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Bidder gets disqualified / rejected, then the Authority reserves the right to:

(i) take any such measure as may be deemed fit in the sole discretion of the Authority including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially

incorrect or false information, the Bidder shall be disqualified forthwith if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority.

2.6.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. Documents

2.7. Contents of the RFQ cum RFP

Request For Qualification cum Request for Proposal Document		
Volume I		Letter of Invitation
		Glossary
		Disclaimer
		Bid Summary
		Introduction
		Instruction to the Consultants
		Terms of Reference
		Evaluation of Bids
		Fraud and Corrupt Practices
		Pre-Bid Conference
		Miscellaneous
Volume II		Annexure
	Annexure 1	Proposal Submission Letter
	Annexure 1 (A)	Format for Pre-qualification Proposal (General Information)
	Annexure 1 (B)	Format for Pre-qualification Proposal (Technical Strength)

Request For Qualification cum Request for Proposal Document		
	Annexure 1 (C)	Format for Pre-qualification Proposal (Financial Strength)
	Annexure 2	Power of Attorney for signing of Bid
	Annexure 3 A	Format for Joint Bidding Agreement (in case of Consortium)
	Annexure 3 B	Power of Attorney for Lead Member of Consortium
	Annexure 4	Firm's References
	Annexure 5	Approach Paper on Methodology and Work Plan For Performing the Assignment
	Annexure 6	Composition of the Team Personnel, And Task(S) Of Each Team Member
	Annexure 7	Format of Curriculum Vitae (CV) For Proposed Professional Staff
	Annexure 8	Time Schedule for Professional Personnel
	Annexure 9	Activity (Work) Schedule
	Annexure 10	Submission Letter of Financial Proposal <u>(to be submitted online)</u>
	Annexure 11	Break up - Total Price of the Services <u>(to be submitted online)</u>
	Annexure 12	Proforma Bank Guarantee for Performance Security
	Annexure 13	Format of Query (s) submission
	Annexure 14	Checklist for Submission
	Annexure 15	Draft Contract Agreement

2.8. Clarifications

2.8.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.1.14. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.2. Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFQ cum RFP

2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ cum RFP by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be sent in writing to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date after considering the time required by Bidders to address such amendment.

C. Preparation and Submission of Proposals

2.10. Format and Signing of Bids

2.10.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11. Sealing and Marking of Bids

2.11.1. The Bidder shall submit the Bid in the format specified at Annexure 1 to 9 and Annexure 12 to 15 and seal it in an envelope and mark the envelope as “**RFQ – Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**”

2.11.2. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the pre-qualification proposal and technical proposal along with the required documents and checklist. The technical proposal envelope shall contain the technical proposal along with the supporting documents and checklist in the format specified in Annexure 13.

2.11.3. The envelopes shall be marked as **"ENVELOPE A - PRE-QUALIFICATION PROPOSAL"**, **"ENVELOPE B - TECHNICAL PROPOSAL"** in bold and legible letters to avoid confusion;

2.11.4. Envelope A - The Pre-Qualification Proposal

1. The Pre-Qualification Proposal shall contain the following:

- i) Proposal submission Letter in the format of Annexure 1.
- ii) Bid Security and Bid Processing Fees to be enclosed.
- iii) Pre-qualification Proposal (General Information) in the format of Annexure 1 (A).
- iv) Pre-qualification Proposal (Technical Strength) in the format of Annexure 1 (B).
- v) Pre-qualification Proposal (Financial Strength) in the format of Annexure 1 (C).
- vi) Power of Attorney for signing of Bid in the format of Annexure 2.
- vii) In case of Consortium,
 - a. Format for Joint Bidding Agreement (in case of Consortium) in the format of Annexure 3 A.
 - b. Power of Attorney for Lead Member of Consortium in the format of Annexure 3 B.
- viii) Checklist for Submission in the format of Annexure 14.

2.11.5. Envelope B - The Technical Proposal

1. The Technical Proposal shall contain the following:

- i) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and listing maximum relevant 20 projects in each completed and on-going projects category in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional

- material should be included). Only the on-going projects which have been completed up to more than 80% will be considered for evaluation.
- ii) General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 5.
 - iii) Experts' CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) in the format of Annexure 6 & 7.
 - iv) Time schedule for professional personnel in the format of Annexure 8.
 - v) Activity (work) schedules in the format of Annexure 9.
 - vi) A copy of the Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in hereinabove.
 - vii) Comments on terms of reference (no limit but should be concise and to the point. Copy of full TOR in comments will not be considered).
 - viii) Checklist for Submission in the format of Annexure 14.

2. Any proposal containing vague and indefinite expressions will be disqualified.

The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms provided in the Annexure 4 to Annexure 7. Such information must be provided by the Consultant and each Associate (in case of Consortium).

- i). A brief description of the organization and outline of recent experience of the Consultant and each Associate (in case of Consortium) on assignments of a similar nature is required in Annexure 4). For each assignment, the outline should indicate inter alia, the assignment, estimated project cost and the Consultant's role & project status. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporate entity or as one of the major participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- ii). A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.

iii). A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.

iv). A Staffing Schedule indicating clearly the estimated duration in terms of person-months and the proposed timing of each input for each nominated expert using the format shown in Annexure 6.

v). An organization chart indicating relationships amongst the Consultant and any Associate(s), the Client, and other parties or stakeholders, if any, involved in the assignment.

vi). Comments, if any, on the TOR to improve performance in carrying out the assignment. Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.

vii). The Technical Proposal shall not include any financial information. Technical Proposals containing financial information may be declared non-responsive.

viii). The name, age, nationality, background employment record, and professional experience of each nominated expert, with particular reference to the type of experience required for the project, should be presented in the CV format shown in Annexure 7. ix). Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.

x). The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked first, copy of the CVs signed by the experts concerned must be submitted to the Client prior to commencement of contract negotiations. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In

cases where consulting firms/ organizations are prevented from providing such information by prevailing laws in their country, or if Consultants have valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

2.11.6. A true copy of the technical proposal accompanying the Bid, as specified in Clause 2.11.3 above, shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory. This copy of the documents shall be placed in a separate envelope and marked "**Copy of Technical Proposal**".

2.11.7 If the envelope is not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11.9 The Financial Proposal – to be submitted online

- i). The Financial Proposal must be submitted online through <https://gidb.nprocure.com> using the format shown in Annexure 10 and 11.
- ii). The financial proposal should list the costs associated with the assignment. These should cover remuneration for staff, accommodation, transportation, printing of documents and other project related expenditures.
- iii). The financial quote should be inclusive all taxes. No additional finance will be provided under any other headings not mentioned in the financial quotation.
- iv). All the costs must be expressed in Indian Rupees only.
- v). All information provided in Consultants' Financial Proposal will be treated as confidential.

2.11.10 The financial proposal shall be submitted online as specified in Clause 2.11.5 above.

2.11.11 If the envelope is not sealed and marked as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.12 Bids submitted in hard copy or by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12. Address of Communication

2.12.1. Each of the envelopes shall be addressed to:

ATTN. OF: **Mr. Ashwini Kumar, IAS**

Designation: **Chief Executive Officer,**

Address: **Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017

Phone No: **91-079-23232701/ 4, Fax No: 91-079-23222481**

E-mail: **ceo@gidb.org**

2.13. Bid Due Date

2.13.1 Applications should be submitted before 1700 hours IST by the Application Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.12 in the manner and form as detailed in this RFQ cum RFP Document. Applications submitted by facsimile transmission, telex or email will not be accepted.

2.13.2. All applications should be submitted through RPAD speed Post or Courier only. Applications through Hand Delivery shall not be accepted. No applications after the due date shall be considered for the evaluation.

2.13.3 The Authority may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.9, uniformly for all Applicants.

2.14. Late Bids

1.14.1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Rejection of Bids

2.15.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.16.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Validity of Bids

2.16.1. The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

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

2.18. Confirmation of Receipt

2.18.1 The Authority would appreciate you informing by facsimile / Email receipt of letter of invitation.

2.19. Correspondence with the Bidder

2.19.1. The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. Security Deposit

2.20. Bid Security

2.20.1. The Bidder shall furnish as part of its bid, a Bid Security of Rs. **1,00,000/- (Rupees One Lakh only)** in the form of a demand draft issued by one of the

nationalised/ Scheduled banks in India drawn in favour of **Gujarat Infrastructure Development Board payable at Gandhinagar** (the “**Bid Security**”), must be submitted along with the Proposal.

2.20.2. Proposals not accompanied by Bid security shall be rejected outright as non-responsive.

2.20.3. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4. No bank guarantee will be accepted as Bid Security.

2.20.5. The Bid Security of the unsuccessful bidders would be returned back within one month of issuance of LOA to the successful bidder. The Bid Security of the successful bidder would be returned within one month of submission of Draft Final Report in accordance with the provisions thereof.

2.20.6. The Applicant, by submitting its Application pursuant to this RFQ cum RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFQ cum RFP including the consideration and evaluation of the Proposal under the following conditions:

- i) If an Applicant submits a non-responsive Proposal;
- ii) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFQ cum RFP and as extended by the Applicant from time to time;
- iii) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 4.5;
- iv) If the offer is modified or varied in a manner not acceptable to JD-AVI after opening of the proposals during the bid validity period or any extension thereof;
- v) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 4.7 and 4.8 respectively;
or
- vi) If the first ranked bidder withdraw his proposal during negotiations;

vii) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.1.9;

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFQ cum RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFQ cum RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 5.1 of this RFQ cum RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.1.9;
- (c) if the Selected Applicant commits a breach of the Agreement;
- (d) When the Selected Bidder fails to make complete supply services satisfactorily;

2.21.2 An amount equal to **5% (five per cent)** of the Consultant Agreement Value shall be deemed to be the Performance Security in the form of Bank Guarantee (BG) (as per Annexure 12) from any nationalised/scheduled commercial bank in India for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

2.21.3 The Selected Bidder shall provide Performance Security within 15 (fifteen) days of Letter of Award from the Authority.

2.21.4 The Performance Security shall be for the entire Services duration and shall be refunded after expiry of six (6) Months of contract period/ extended period provided there is no breach of contract on the part of Bidder. The Bank Guarantee (BG) shall be as per Annexure 11.

2.21.5 Failure of the Selected Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security;

2.21.6 Notice of reasonable time will be given in case of forfeiture of Performance Security;

2.21.7 Failure of the Selected Bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next highest ranked evaluated Bidder or call for new bids;

2.21.8 The Performance Security deposit shall be paid in time and if it is paid after fifteen (15) days from the date of issuance of LOA then the penalty of 0.065% per day of the amount of security deposit shall be recovered from the bidder while receiving the security deposit.

2.22 Eligibility Criteria:

2.22.1. Pre – qualification/ Eligibility criteria for the applicants - General

The Consulting companies/ firms will be eligible to apply for the Pre-qualification Application either individually or as a Lead Member of a Consortium.

In case of Consortium, letters from each member, confirming their willingness to be a member of the proposed Consortium, should be submitted along with the application.

The Applicant Company (if application is submitted individually) or all the members of Consortiums including the Lead Member (if application is submitted as Consortium) must submit an undertaking for each of the following:

- The Company / Firm should not have suffered bankruptcy / insolvency in the last five years;
- The Company / Firm should not have been blacklisted by any Government/ Public Sector Organization;
- The Company/Firm should not have abandoned projects/contract works incomplete;

2.22.2. Pre – qualification / Eligibility criteria for the applicants - Technical Strength

(i) The lead company/ sole bidder should have undertaken/ completed the following projects of similar nature carried out in India:

Category	Minimum Desired Experience
Transaction Advisory Services Experience	Minimum 03 Projects Experience in working as PPP Infrastructure Project Transaction Advisory Services in PPP Mode ¹ having project cost of more than Rs 250 crores
Project Management Unit Experience	Minimum 03 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;

2.22.3. Pre – qualification / Eligibility criteria for the applicants - Financial Strength

The Applicant should fulfil following eligibility criteria in terms of financial capacity from consultancy services:

Sl. No.	Financial Capacity	Minimum Value		
		Consortium		
		Individual Applicant	Lead Member	All Consortium members combined together
1.	Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years	Rs. 50 Crores	Rs. 40 Crores	Rs. 50 Crores
2.	Net worth last Audited Financial Years	Rs. 30 Crores	Rs. 30 Crores	Rs. 30 Crores

General Instructions:

1. If audited financial sheets for FY 2017-18 are not available, in that case, the bidder has to un-audited financial sheets for 2017-18 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.

2. Net Worth

- For Company = (Subscribed and Paid-up Capital fund + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
- For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners - (Revaluation reserves + Miscellaneous expenditure not written off)

3. The Applicant should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

3. Terms of Reference

3.1 General

The State of Gujarat believes that development of infrastructure is pivotal to industrial and economic growth. To facilitate the development of infrastructure through private sector participation, there is an elaborate legal and organisational framework in place through Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006). This arrangement is symbolised by the Gujarat Infrastructure Development Board, popularly known as GIDB. GIDB is a statutory organisation of the Gujarat Government.

Established under the Gujarat Infrastructure Development (GID) Act,1999, GIDB is a focal point organization which promotes private sector partnership in the infrastructure sector by providing legal framework and roadmap for PPP Model.

GIDB itself does not develop infrastructure services, but acts as a catalyst for their development. It extends its expert advisory services to various government agencies.

The role and functions of GIDB are as follows:

- Statutory Organisation established under The GID Act 1999.
- Monitor overall planning and implements framework studies. It achieves all its goals due to impeccable coordination between various sectoral departments.
- Conducts pre-feasibility and feasibility studies for various infrastructure projects. Selection of developer is done through a transparent bidding process.
- Framing, vetting, approval and monitoring of Concession Agreements.
- Advises the Government on policies on infrastructure.
- Capacity building amongst Government agencies and their staff for Public Private Participation.
- Nodal Agency for Viability Gap Funding for Central and State Government.

The Government of Gujarat through GIDB is looking forward for developing Priority Infrastructure Projects through Public Private Participation across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).

GIDB through this RFQ cum RFP intends to select a Program Management Consultant (the "PMC") which will provide handholding assistance from

Concept to Commissioning and Monitoring of Infrastructure Projects having Project cost of more than 500 Crores (the "Priority Infrastructure Projects") through Public Private Participation to be developed under Section 9 of GID Act, 1999 across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).

The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).

The PMC shall be responsible in coordination with various State Government Departments/ Agencies for

- 1) screening, identification and conceptualisation of Infrastructure Projects to be implemented through Public Private Partnership mode to be developed under Section 9 of GID Act, 1999 across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006). The Priority Infrastructure Projects include
 - Greenfield Infrastructure Projects;
 - Projects where Competitive Bidding Process carried out by the Department/ Agency has failed to select a PPP Developer;
- 2) undertaking for the shortlisting projects, Techno-Economic Feasibility Studies, Financial feasibility, project restructuring exercise, environment impact assessment;
- 3) Legal Vetting of Bid Documents, draft Concession Agreements, undertaking Bid Process Management for the short-listed shelf of projects;
- 4) Investment Promotion & Facilitation;
- 5) Program Monitoring, Monthly Program Performance and Management Reports using PMIS/ Project Management IT tools during entire program period;
- 6) Handholding assistance till signing of Concession Agreement with the Concessionaire/ Developer for the finalised shortlisted projects;
- 7) Monitoring of Implementation of Projects

3.2 Objectives

The key objectives for the Program Management Consultancy Services are:

- To provide handholding assistance to the Authority in screening to commissioning of Priority Infrastructure Projects across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006);
- Assist the Authority in formulating institutional mechanisms and structuring Priority Infrastructure Projects for successful selection of Concessionaire/ Developer for the finalised shortlisted projects;

3.3 Scope of Work

The Scope of Work specified in this Clause 3 is not exhaustive and is indicative as may be required for undertaking a typical project development on PPP/ EPC mode. Each project development may require the said scope of services completely or partly, based on the project development structure. Few projects may require any other services beyond the scope mentioned below.

The envisaged scope of services of Program Management Consultant to provide assistance and handholding support to the Authority and stakeholders (including assistance in selection of technical consultant/s as may be required) for carrying out the processes required for the Projects including site suitability, finalization of the Project Concept and project components, proposed project scoping, preparation of development masterplan, phasing and implementation plan, drawing of project implementation strategy, assistance to the Authority for Project implementation including specifications for bidding of Project components, firming up of bid parameters for selection of implementing agencies on PPP/ EPC modes, bid documentation, bid process management and assistance till commercial operations of projects.

The consultant, in consultation with the Authority, State Government Departments/ Agencies shall carry out the following, but not limited to:

STAGE-I: PROJECT CONCEPTUALISATION

1. Project Identification

The consultant shall

- i) identify the need of development of Greenfield/ brownfield infrastructure projects, whether the projects are aligned with the vision of the State Government;

- ii) carry out screening of projects based on primary and secondary research including land parcel availability (as and where required) for implementation;
- iii) conceptualisations of identified projects;
- iv) shortlisting of Priority Infrastructure Projects;
- v) prepare concept notes of Priority Infrastructure Projects

2. Site Reconnaissance & Suitability Analysis

The purpose of this activity is to undertake detailed site analysis for the identified land parcel to establish the site suitability for the proposed project, and shall include the following:

- i) Reconnaissance survey of identified land extent.
- ii) Selected bidder shall assist Authority in appointing relevant technical sub-consultant/s for conducting the studies and assist in review of the same.
- iii) Site analysis: Connectivity/ Circulation aspects, land use, Surrounding developments, Development controls (Bye-laws, FSI/FAR), SWOT analysis and suggest measures as may be required to take forward the project.
- iv) Traffic circulation: to recommend to the Authority the traffic circulation for entry / exit from the project, such that the traffic generated by the Project does not lead to a traffic related issues in the surround area, including in the future.
- v) The consultant shall examine land use proposed for the project site (if any) and the related Development controls and building regulations, applicable guidelines (including environment related), etc and accordingly advise the Authority on the changes or special permissions, if any are necessary for undertaking the Project.

3. Drawing of Road Map

- i) Assist the Authority in firming up the Project Concept & Road Map for the Project including implementation methodology and scheduling of activities to be taken up for timely and successful implementation and smooth and time bound launch and grounding of the proposed Project.

- ii) Assist the Authority in other activities during Project preparatory, if necessary, such as compilation of list of potential developers / End Users, conducting developer / End Users interaction, analysis and documentation of developer / End Users interaction, presentations on the outcome, shortlisting at least 5 (five) best case studies (in India and abroad) and accompanying the Authority team for developer /End Users interaction, benchmarking studies, etc. and summarizing of learnings, benchmarking, etc.
- iii) Preparation of Project implementation and activity schedules
- iv) Presentations and documentation of the Project Preparatory activities for the approval of the Authority.

4. Market Study, Demand Assessment

The Consultant shall carry out the Market and Demand Assessment Studies, for each of the proposed projects, as may be necessary, as below:

- i) Assessment of market demand (present & future), market trends and future demand for proposed project and its components, evaluate the options for the type and the size of the complementing facilities to be part of the proposed project based on the short term, intermediate term & long term strategy;
- ii) Identifying the current gaps and necessary interventions that can bridge the gap(s);
- iii) Strategic positioning of the proposed project including developing key Unique Selling Propositions (USPs) for the proposed Project;
- iv) The target users / developers and the competitive strategy that can attract developers for implementing the Projects on PPP Mode;
- v) Review of the similar Projects developed in the Country / in other Countries for benchmarking of Project/ Project components with similar facilities (this shall include visiting the locations for a firsthand experience and interaction with the stakeholders and learning the success stories);
- vi) Carrying out the market feasibility & commercial viability;
- vii) Best use analysis for the Project components based on utility and projected demand;
- viii) Estimation of the investment requirement for the components of the project, various revenues streams and expenditures of the project as a whole, based on which and the viability of the project would be computed;
- ix) Presentation on Market & Demand assessment and Strategy;

5. Project Conceptualisation

The consultant shall

- i) Assist the Authority in firming up the Project positioning / drawing the Project Requirement and benchmarking, based on the recommendations of the Market Study.
- ii) Identifying the development mix, project components including infrastructure components, etc
- iii) Provide list of all the clearances / approvals, required to be obtained by the Authority for project implementation.
- iv) Firming up the extent of project site to be developed in Phasing.
- v) Assist the Authority in firming up the project concept, specifications, implementation schedule including phasing and parameters for Project components.
- vi) Prepare a preliminary project Conceptual master plan
- vii) Assist the Authority in firming up the external infrastructure required for the Project and assisting in discussing with the concerned stakeholders for suitably drawing the scope of such works/ roles to be played by respective stakeholders.
- viii) Drawing of Project implementation model, development strategy and preliminary business model.
- ix) Identifying the implementation model for respective project components

STAGE-II: PROJECT PREPARATION

1. Detailed Project Report for Infrastructure

The consultant shall provide assistance to the Authority for selection and appointment of Technical Consultant for Preparation of Detailed Project Report for the Project, comprising the following, but not limited to:

- i) Topographic surveys for assessing current physical site boundaries, site contours and on-ground available site area and geo-technical investigations as may be required, if data available with Authority is insufficient.
- ii) Environmental & Social Assessment and studies

- iii) Detailed Master plan for the proposed development.
- iv) Detailed Infrastructure plan for the proposed development within the Project Site including designs and cost estimates (as per APSSR as well as Market Rates)
- v) Finalisation of external linkages (Water, Power, Sewerage, Roads, ICT, etc) and timing of the same
- vi) Finalisation of plans and designs for the Key Infrastructure Projects including preparation of BOQs and firming up of specifications.
- vii) Assistance to the Authority for review and output of Consultants

2. Project Implementation Plan

- i) Undertake detailed financial assessment/ financial model and business planning based on the estimated project cost of the finalized master plan.
- ii) Develop Financial Model to capture various scenarios for the cost and revenue streams of the project and firm up the model for implementation of the components, including by the Authority, other stakeholders, Developer(s), PPP, etc.
- iii) Based upon the inputs from the above analysis, alternate financial structures for the project will be framed which proposes a financially viable model of the project so as to attract Private Sector Participation in development of the project. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.
- iv) Propose at least four alternative project structuring options in accordance with the above covering options analysis, risk analysis, review of implementation options. The recommendations shall include, but not limited to:
 - a. Project structure with lease terms, contractual obligations, etc.
 - b. Minimum Development Obligations (MDOs)
 - c. Roles of stakeholders ~ Developer, Allottees, the Authority, Government, etc.
 - d. Implementation plan and framework

- v) Develop robust contractual frameworks, Risk Allocation and Mitigation Plans for Projects;
- vi) Resources required to complete the project preparation process, Parties responsible for completing next steps, Roles and responsibilities of involved parties, Time frame required for completing project preparation.
- vii) Presentation to the Authority for finalizing the project structure, MDO's & implementation plan and project framework for the development.
- viii) Extend support in compiling relevant information for posing the project in front of the empowered institution for assistance under VGF scheme, if required and other discussions with central government for their assistance. The liaison with the state and central governments shall need to be carried out by the consultant. However, The Authority shall extend its possible assistance in getting approvals and sanctions from state and central government. The Consultant's presence is required during the clarification meetings sought by Ministry of Economic Affairs and Government of Gujarat for VGF assistance, if required

STAGE-III: PROJECT IMPLEMENTATION

1. Bid Documentation & Bid Process Management for Trunk Infrastructure, layout, Buildings, etc. (components to be implemented by the Authority)

- i) The bid process for selection of the Contractor(s) for implementation of Trunk Infrastructure, layout, Buildings, etc. For the same, Consultant shall prepare a Request for Proposal (Bid Documents) for inviting bids from Contractors;
- ii) The Consultant shall assist the Authority in carrying out the bid process and hold negotiations with the Contractor(s);
- iii) The Consultant shall assist the Authority in appointment of a Project Management Consultant for implementation supervision and monitoring the implementation of the Trunk Infrastructure, layout, Buildings, etc.
- iv) The Consultant shall perform the role of Program Manager for providing assistance to the Authority for overall monitoring the implementation of the Trunk Infrastructure, layout, Buildings, etc. including cost, time, etc to meet the overall Project schedule.

2. Bid Documentation & Bid Process Management for Project Components to be taken up PPP (through Private Sector Developers)

- i) The bid process for selection of the PPP developer(s) may be taken up as a two stage/ single stage (three envelop system). For the same, Consultant shall prepare a Request for Qualification and Request for Proposal (Bid Document) for inviting bids for PPP developers.
- ii) The Request of Qualification (RFQ) documents for pre-qualifying the potential bidders, Request for Proposal (RFP), Bidding criteria and Concession Agreement (CA) documents shall be drafted based on Model documents;
- iii) Legal vetting of RFQ documents, RFP documents, Concession Agreements;
- iv) The Consultant shall draw the minimum qualification criteria (financial as well as technical) for the bidders;
- v) The Consultant shall draw the draft Advertisement and advice and assist the Authority for publishing the same in Newspapers that shall attract attention of prospective bidders;
- vi) Develop Expression of Interest, Project Information Memorandums;
- vii) The objective of this activity is to select developer on PPP mode for undertaking implementation of the identified project components;
- viii) Marketing effort for participation of reputed and eligible companies with good track record vii. As for the selected development strategy by the Authority, the bid process management shall be carried out including:
 - a) Preparation of EOI cum RFP/ Bid document (including draft concession agreement) based on the finalized project structure for developing the projects on PPP mode.
 - b) Develop financial, technical and qualification criteria for project for short-listing and selecting the developers.
 - c) Bid Process Management including pre bid meeting/s, project marketing for better response including coordinating site visits for the prospective bidders, evaluation of bids.
 - d) Facilitating issue of LoA to the selected developers and also facilitation in signing the required agreement with the preferred bidder.

- ix) The Consultant shall assist the Authority in compilation of the entire evaluation process for presentations for approval of the competent authority.
- x) The Consultant shall assist and advise the Authority in issuance of Letter of Award, signing of Concession Agreement with the selected Bidder.
- xi) The consultant shall also assist the Authority in coordinating, monitoring and supervising the project implementation activities till commercial operations by Developer/s including, review and approval of DPR by the Authority, financial closure by Developer, assist Developer/ the Authority in selection of PMC, liaison among the Authority, Developer and other stakeholders in getting timely approvals/ clearances by developer, construction progress review, etc.

3. Project Marketing Assistance

- i) The Consultant shall assist the Authority in preparation of Brochures, Handouts, Advertisements and also participating in investor meets, conferences, etc (cost of printing, advertisements, participation and travel for the same shall be borne by the Authority at actuals / reimbursed at actual along with applicable GST)
- ii) The Consultant shall assist the Authority in preparation of a competitive and attractive term sheet for inviting private Developers in implementing PPP Projects;
- iii) The Consultant shall assist the Authority in firming up the Allotment agreements with Anchor Tenants duly taking into consideration the investment / Industrial / IT Policy of the State. If required, the Consultant shall recommend any further benefits that may need to be committed to the Anchor Tenants.
- iv) The Consultant shall assist the Authority in discussing the Private Developers for ensuring time bound delivery to committed Private Investors.

4. Investment Promotion & Facilitation

- a) The consultant shall provide project wise, Investment Promotion & Facilitation assistance, which include, but not limited to:
 - a. Prepare of 3D walkthrough for shortlisted projects
 - b. Prepare and assist execution of project specific investment promotion strategy

- c. Prepare marketing collaterals
 - d. Assist in organising/ participation in investor conference and domestic/ international roadshows for attracting local and foreign investments
 - e. Provide online branding support which include development of Facebook pages, Twitter handles, Design collaterals, etc for the projects
 - f. Undertake event management and logistics support, etc
- b) The Authority shall bear the cost of investment promotion and facilitation and marketing of the project including advertisements and road shows
 - c) The Authority shall reimburse the expense incurred by the consultant on actual basis, if the Consultant has taken prior written approval of the Authority

5. Program Monitoring

- a) The consultant shall provide project wise, which include, but not limited to:
 - a. Every Fortnight Program Performance and Management Reports using MS Excel/ MS Projects based dashboard for monitoring the progress of Projects including bottlenecks and challenges the project is facing during entire program period
 - b. Ongoing assistance for review/ status update of project

3.4 Data & Facilities to be provided by the client:

- GIDB shall act as a facilitator as and when required;

3.5 Project Team

The Consultant would be required to form a multi-disciplinary Project Team for this assignment, consisting of the following key personnel:

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
A. PMC Expert Requirement			
1	Team Leader cum PPP Expert	01	<p>Relevant Masters' Degree in Management having more than fifteen years of relevant PPP experience in</p> <p>a) implementing PPP institutional framework</p> <p>b) Infrastructure Project restructuring</p> <p>c) Tariff structuring</p> <p>d) Preparation of business plan and appraisal of Infrastructure Projects in PPP mode</p> <p>e) infrastructure development projects, project modelling of PPP Projects of similar magnitude and nature</p> <p>f) and having knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines of Union and State Government for PPP projects such as BOT, DBFOT, etc.</p>
2	Finance Expert	01	<p>Relevant Masters' Degree in Finance with Graduate in Engineering having more than ten years' experience in financial analysis, revenue generation mechanisms, revenue and expense analysis, project modelling, Socio-economic analysis of PPP Projects of similar magnitude and nature.</p> <p>At least seven years of experience as Financial Expert for development of similar PPP projects.</p> <p>Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.</p>
3	Infrastructure Expert	01	<p>Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature.</p>

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
			<p>At least seven years of experience as Infrastructure Expert for development of similar PPP projects.</p> <p>Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.</p>
4	Legal cum Bid Process Management Expert	01	<p>Relevant Masters' Degree in Law having more than ten years' experience in legal consulting, preparation of bid documents, Concession Agreements of Infrastructure projects on PPP of similar magnitude and nature.</p> <p>At least seven years of experience as Legal/ Bid Process Management Expert for development of similar PPP projects.</p> <p>Sufficient legal knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.</p>

B. Associate Expert Requirement

5	Associate Expert 1	01	<p>Relevant Masters' Degree in Finance with Graduate in Engineering having more than seven years' experience in structuring and bidding of PPP projects.</p> <p>At least five years of experience as Financial Expert for development of similar projects</p> <p>Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.</p>
6	Associate Expert 2	01	<p>Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than seven years' experience in structuring and bidding PPP projects.</p> <p>At least five years of experience as Infrastructure Expert for development of similar projects.</p> <p>Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and having legal knowledge and of applicable</p>

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
			legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.
C. Sectoral Expert Requirement			
7	Infrastructure Sectoral Experts	Infrastructure Sector wise as & when Required	<p>Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).</p> <p>At least seven years' of experience in similar position having knowledge of applicable legislation & policy guidelines of Union and State Government.</p>

3.6 Period of Assignment and Payment Terms

1. The assignment period of Program Management Consultant shall be for an initial period of one year. Based on the performance of the PMC, the agreement can be extended for another one year based on the mutually negotiated terms and conditions.
2. The scope of services would require a multi-disciplinary team having a mix of planning, project structuring, documentation and bid processing experiences. The Associate Experts 1 & 2 shall be deployed at Authority's Office at Gandhinagar for providing project development services on retainership mode. The two (2) Associate Experts shall be supported by Team Leader and key experts on a day to day basis and shall be available at Gandhinagar for meetings once every week during the contract.
3. In addition to this, the consultant shall provide the services of Infrastructure Sectoral Experts (like Water Supply Expert, Urban Transport Expert, Port Expert, Agriculture Expert, Logistics Experts, etc) having Education, Experience, Knowledge as specified in clause 3.5 (Sl.no 7) as and when required for the development of specific sectoral Projects during the assignment period.

4. The Team Leader shall ensure that the Associate Experts deployed are supported and guided by supporting team (technical experts/ sub-consultants, etc. as required for different projects entrusted to the consultant from time to time). Only the Team leader shall interact with the Authority/ and other government Agencies as and when required. The Team leader shall be required to remain present during every stakeholders meeting and the presentations to the higher Authorities.
5. The payment for the assignment shall be paid as follows:

a. The Retainership Fee:

- i. In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month;
- ii. The consultant shall be responsible for the set of deliverables on a timely basis. The quality and timeliness of these deliverables shall directly affect the payment terms;
- iii. Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority;
- iv. An example of such project based milestones/deliverables are provided below:

Sl. No.	Examples of Quarterly Milestones/ Deliverables
1	Submission of Project Appraisal/ Feasibility Report with various project structures and implementation plans and approval/ finalization of project structure and implementation plan

Sl. No.	Examples of Quarterly Milestones/ Deliverables
2	Submission of application to GOI for Grants under various schemes or Financial Institutions for Loans, etc.
3	On Selection of Technical Consultant(s) – Architect/ DPR consultant, etc.
4	Submission and approval of Bid Document/s
5	Bid Process Management –concluding agreement with developers or contractor/s
6	Selection and appointment of PMC

- The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by the Authority.
- Acceptance means, after submission of reports and after the Consultant has made presentations to the Government of Gujarat (GoG)/ Authority/ Committee, the Authority will issue a letter of acceptance along with comments/ suggestions of the Authority on the report;
- The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG in connection with the Services and whenever advised by the Authority in consultation with the Consultant;
- The Consultant shall submit the final report within 2 weeks after issuing changes/ modifications as per Authority/ Steering Committee/ State Government suggestions;
- All invoices will be paid by the client within 2 weeks of the Acceptance of submission of the same to the client by the consultant;

b. Penalty for Non-Performance

- i. If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay

of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.

3.7 Approvals Terms

1. Before commencing of the assignments, the identified assignments shall be approved by the GIDB Executive Committee/ Board.
2. The Authority has formed a Steering Committee (SC) for this assignment and all the works and reports prepared by the Consultant will be discussed in the SC and on the basis of the recommendations of the SC, the Authority shall accord approvals to such works and reports with or without modifications.

3.8 Reports/ Documents

The consultant has to submit 5 hardcopies along with soft copies of each deliverable for reviewing, comments and approval. The document shall incorporate all revisions deemed relevant following receipt of suggestions and comments from stakeholders and finalised by the Authority. The report shall be submitted within 2 (two) weeks from receipt of final suggestions and comments and acceptance letter from the Authority.

3.9 Custody of Reports/ Data etc

All documents received from the client, shall remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

3.10 Property of the Client

- All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant.
- All data collected, financial models developed with all linking sheets for this assignment would be the property of the client and to be submitted to the client

in soft copies and in hard copies, in whichever form it is available as and when required by the Authority and along with the final report.

3.11 Responsibilities of the Authority

- The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from the departments of State and Centre;
- The Authority shall approve the documents & reports submitted by Consultant within 15 days of submission. This will include Concept Plans, Feasibility report, RFQ, RFP document, Short list of bidders, recommended developers, etc through Steering Committee formed for this assignment for timely implementation of this project assignment;
- The Authority shall provide office space only;
- The Authority shall bear the applicable mandatory fees required for approvals and provide the required application letters/ documents for approval wherever and whenever required;
- The various costs, such as cost of advertisements for publishing RFP, statutory payments etc., shall be met out by the Authority, in addition to the cost of consultancy fees;
- The Authority shall bear the cost of marketing of the project including advertisements for bidding process of developers;

3.12 Responsibilities of the Consultant

- The Consultant shall all the relevant preliminary & secondary information, relevant documents from the State government departments/ Government Agencies;
- The Consultant shall be responsible for all the data, designs developed and graphs given by them;
- The Consultant shall collect all data, existing information, data at their own cost on the project for carrying out the assignment;

- The Consultant shall do justification to the primary and secondary data collected by giving appropriate credit and source reference in the report;
- The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;
- The Consultant shall be responsible for all the necessary instrument, equipment and software required to carry out the study at their own cost;
- The Consultant shall have to make their own arrangement for accommodation, equipment, software and stationary for carrying out the assignment;
- The Consultant shall require to make necessary provision for housing their staff. No assistance shall be provided by the Authority;
- The Consultant shall have to make their own arrangements for necessary computer software and hardware and transportation facilities;

4. Evaluation of Bids

4.1 Opening of Bids

4.1.1. The Technical proposals shall be opened as per clause 1.2 of this document. If possible consultant may depute their representative to be present at the time of opening of proposals.

4.2 Test of Responsiveness

4.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFQ cum RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix 1 to 13;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.3;
- (c) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Bid Security as specified in Clause 2.21.1;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.4 and 2.1.4, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFQ cum RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

4.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

4.3 Evaluation of Bids

4.3.1. The proposals shall be evaluated as per the parameters set below and ranked accordingly.

A. Technical Evaluation:

4.3.2. The proposals shall be evaluated on the following parameter and the marks shall be given accordingly:

1. As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum

Qualification Criteria. Subsequently, Applicants who meet the Minimum Qualification Criteria (the “**Shortlisted Applicants**”), shall be checked for responsiveness in accordance with the requirements of the RFQ cum RFP and only those Proposals which are found to be responsive would be further evaluated on the following parameter and the marks shall be given accordingly:

- a. Prior experience in carrying out similar and related assignments as per Annexure 4;
- b. Qualification and experience of the key personnel of the proposed team for the study;
- c. Approach paper on methodology proposed by the consultant to carry out the study, site appreciation, coverage of TOR, understanding issues, innovativeness, Time Schedule, Work Plan, etc;

4.3.3. Based on the above technical factors, each consultant would be assigned a technical score out of 100. Based on their ranking in technical score, the bidder/ consortium scoring more than 70% would be referred to as “**Technically Qualified Bidders**” and shall be eligible for Financial Evaluation.

B. Financial Evaluation:

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

$$sf = 100 \times F_L/F$$

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

F_L = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

C. Weightage of Technical and Financial Bid

4.3.5. The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage. The weightage for technical

proposal may be further segregated into 50% - qualification & experience of the project team; 30% - firm's experience; and 20% - approach methodology, time schedule & work plan. The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.

4.3.6. The detailed contents of each Financial Proposal will be subsequently reviewed by the Client. During the examination of Financial Proposals, the Client's staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

4.3.7. Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the corresponding Technical Proposal.

4.3.8. Financial Proposals will be checked for computational errors, and prices will be corrected and adjusted as necessary.

4.3.9. The total price for each Financial Proposal will be determined.

4.3.10. The Client reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

4.4 Selection of Consultant

4.4.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 4.2.1 and who scores highest in the Technical and Financial evaluation shall be declared as the selected Bidder (the "**First Ranked Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

4.4.2 The Client reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

4.5 Contacts during Bid Evaluation

4.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection

to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4.6 Negotiations

4.6.1. Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the ToR. Agreement must then be reached on the final ToRs, the staffing, Bar Charts, which will indicate activities, staff, and periods in the field and in the office, staff months, logistics and reporting. Then financial negotiations will be carried out, if required.

4.6.2. After successful negotiations with the first ranked bidder, the Authority shall issue Letter of Award (LOA) to the first ranked bidder for carrying out the assignment. If negotiations do not reach any conclusions and the first ranked bidder withdraws his proposal, the Authority may then call the second ranked bidder for negotiations.

4.6.3. No information on the evaluation and ranking of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. Any consultant who tries to influence the evaluation, ranking or contract, will be liable to be rejected.

4.7 Award of Contract

4.7.1. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered. The Client shall promptly notify the other Consultants who were not technically qualified and also the consultants who were technically qualified but were not selected finally,

that they were unsuccessful. The Bid Security of such consultants will be refunded within 30 days after issue of LOA to the successful consultant.

4.8 Execution of Agreement

4.8.1 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in the LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

4.9 Commencement of assignment

4.9.1 The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed.

4.9.2 If the Consultant fails to either sign the Agreement as specified in Clause 4.6 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.6.

4.10 Proprietary data

4.10.1 Subject to the provisions of Clause 2.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

5. Fraud and Corrupt Practices

5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ cum RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFQ cum RFP, including consideration and evaluation of such Applicant's Proposal.

5.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ cum RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

5.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the

Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Pre-Bid Conference

6.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

6.2 During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7. Miscellaneous

7.1 The Bidding Process shall be governed by, and construed in accordance with, the **laws of India and the Courts at Gandhinagar** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- (f) return the Bid Security and the Performance Guaranty received from the Bidders in case the bidding process is cancelled by the Authority.

7.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Annexure 1

Proposal Submission Letter

To,

Chief Executive Officer,

Gujarat Infrastructure Development Board

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

Sub: Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.

Sir,

I / We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Qualification cum Request for Proposal dated ----- . We are hereby submitting our Proposal as per the prescribed formats sealed under separate envelopes. The envelope containing "Pre-Qualification Proposal" and "Technical Proposal" contains 01 original and 01 copy of the Pre-Qualification Proposal and Technical Proposal separately. **The Financial Proposal is submitted online.**

I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFQ cum RFP document, including any Addendum and Corrigendum issued by the Authority.
- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.9 and 2.1.10 of the RFQ cum RFP document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the RFQ cum RFP document, no person acting for us or on our

behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

If negotiations are held during the period of validity of the Proposal, i.e., before <date>, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Full Name: _____

Designation: _____

Name of Firm: _____

Address: _____

Encl: (1) TECHNICAL PROPOSAL - (2 Copies) in separate envelope for each copy.

Details of the Consortium Members:

Annexure 1 (A)

Format for Pre-qualification Proposal (General Information)

Each applicant must fill up following summary sheet carefully, as this will be utilized for evaluation. Please ensure that information provided in this summary sheet be true and correct.

Sr. No.	Description	Information to provide by applicant
1.	Name of company / firm	
2.	JV (Indicate applicable option)	
3	Name of lead member	
4.	Name of JV members	
5	Legal status of the lead member / other constituent members (Private limited company/ proprietorship firm / partnership / Limited Liability Partnership/ public limited company / 100% owned subsidiary incorporated in India)	Lead Member: JV member(s):
6.	If 100% owned subsidiary incorporated in India, whether the applicant has an undertaking from the parent company that they will provide financial / technical support to subsidiary for GIDB consultancy work, if awarded based on this document.	Yes / No / Not applicable
7.	Have you abandoned any work in last five years? (Please support with undertaking)	Yes / No
8	Have your company / firm suffered bankruptcy/ insolvency in the last five years?	Yes / No
9	Is your company / firm currently blacklisted by any government (Central, State, ULBs) / funding agencies (World Bank, ADB, JBIC, DFID, etc.) / Public Sector Undertaking? (Please support with undertaking)	Yes / No

Annexure 1 (B)**Format for Pre-qualification Proposal (Technical Strength)****Relevant Services Carried Out in the Last Seven Years That Best Illustrate Qualifications**

Category	Minimum Desired Experience	Number of Projects submitted for Pre-qualification

***provide details separately for each project listed in the summary sheet in the following format.**

- Projects without the proof of experience [at least (for Completed Projects: Work Order, Agreement and Completion Certificate), (at least for on-going Projects: Work Order, Agreement and Statutory Audited Statement of last two Payment received)] will not be considered for evaluation.
- Authority reserves the right to verify the details and ask to furnish necessary proofs in this regard.
- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on August 18, 2017, [i.e. 1 USD= INR 64.11] for the purpose of conversion.

(Details of all major consultancy works of similar nature executed during last seven years)**Name of Company / Firm:****Sector [please select one]: Project Management Unit Experience/ Vision Preparation Experience/ Monitoring & Evaluation Experience/ Budgeting Experience**

Sl. No.	Name of Work	Client Name, Telephone/ Fax no. and e-mail	Date of Award and Completion		Whether participated as individual consulting firm/ member or consortium, mentioned the consortium lead	Cost of consultancy work in Rs. Crores	Current status of the project	Project brief
			Date of Award	Date of Completion				

Note:

- The information to be given by individual applicant or each member of the JV / consortium including lead member separately.
- The list of work to be compiled as per the format above.
- Copy of supporting documents (experience proof) should be enclosed.

Annexure 1 (C)

Format for Pre-qualification Proposal (Financial Strength)

All Values: INR in Crores

Bidder Type (1)	Annual turnover				Net Worth
	FY Year 1 2017-18	FY Year 2 2016-17	FY Year 3 2015-16	Average Annual Turnover	
					FY 2017-18
Single Entity Bidder					
Consortium Member 1					
Consortium Member 2					
Total					

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

* Note:

1. An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

2. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Member-in charge.
3. The Bidder should provide details of its own Financial Capacity or of an Associate as specified in RFQ cum RFP.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with the RFQ cum RFP document.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFQ cum RFP document.

Annexure 2

Format for Power of Attorney for Signing of Proposal (On Rs. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these presents, We _____ (name and address of the registered office¹) do hereby constitute, appoint and authorize Mr./ Ms. _____ (name and residential address) who is presently employed with us and holding the position of ___ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for **Sub: Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat**, including signing and submission of all documents and providing information/ responses to Authority in all matters in connection with our Proposal.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the _____ Day of 201_

For

(Name, Designation and Address)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.

¹ In case of partnership firm : name and address of principal office of the partnership firm to be provided

Annexure 3 A

Format for Joint Bidding Agreement (in case of Consortium)

(On Rs. 100 Stamp paper duly attested by Notary Public)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- a) Gujarat Infrastructure Development Board (GIDB), having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382017, Gujarat, India, (hereinafter referred to as the "**Client**" or "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("**the Applications**") by its Request for Qualification cum Request for Proposal dated [date] (the "**RFQ cum RFP**") for appointment of consultant for [name of assignment] (the "**Consultancy**").
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the selection process for the Consultancy.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("**Contract**") with the Client and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract; and
 - b) Party of the Second Part shall be [role];
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The

Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i). require any consent or approval not already obtained;
 - ii). violate any Applicable Law presently in effect and having applicability to it;
 - iii). violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv). violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v). create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge,

security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN-CHARGE by:

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

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND PART by:

[Signature]

[Name] [Designation] [Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure 3 B

Format for Power of Attorney for Lead Member of the Consortium

(On Rs. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Whereas, the **Chief Executive Officer, Gujarat Infrastructure Development Board (GIDB)**, has invited proposals from qualified Applicants for taking up Consultancy Services for **Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Whereas, _____, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award

thereof till the Contract Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 201_.

For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Annexure 4

Firm's References Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

The consultant shall show case completed and on-going project experience for all of the categories mentioned in (iii).

(i)	Assignment Name	
(ii)	Name of Firm who carried out the study	
(iii)	Type of Study	(a) Experience in PPP Infrastructure Project Transaction Advisory Services in PPP Mode¹ having project cost of more than Rs 250 crores; AND (b) At least three completed and three on-going Experience in working as Project Management Unit with minimum of two years with Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;
(iv)	Name & Address of the Client	
(v)	No of Person-Months	
(vi)	Time when the assignment was carried out : Start Date End Date	
(viii)	Has any member who worked on this project, been considered for this proposed assignment of Authority? If yes, provide name and role.	
(ix)	Narrative Description of the Scope of work of the Project	

(x)	Description of Actual Services provided by your Staff	
(xi)	Status of the Study [Completed/ On-going] (If the study is not completed, please mention what stage/s of the study has been completed so far).	

Please Note:

¹ Bidder should on his own or as lead member of a consortium possess prior experience in providing Transaction Advisory Support (covering techno-economic feasibility studies, project structuring and bid process management) to Central/State Government agencies in at least 3 (three) completed and at least 3 (three) on-going infrastructure projects across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) meeting the following requirement:

- a. for Projects claiming under Completed Projects, Bid Process Management should have been successfully completed during the past 07 years preceding the Proposal Due Date as evidenced by completion of Bid evaluation and identification of Preferred Bidder.

IMPORTANT: Please provide a copy of certificate from the client or a copy of work order from the client.

- Along with Work order copy and/ or Completion Certificate, the submitted testimonial MUST contain other documents which include detail description of work [Scope of Work, Terms of Reference, Total Project Cost carried out by the consultant];
- As a proof of project cost, relevant pages of DPR/ Project Reports published bid documents will be considered;
- Only those studies would be considered for the evaluation for which the documentary proof mentioning Total Project Cost have been provided immediately after each claimed firm's experience i.e.
 - client certificate or work order in case of on-going project assignment
 - client certificate or work order and completion certificate in case of completed project assignment
- The supporting document(s) claimed for each firm's relevant experience placed immediately after each firm's experience shall be considered only;

Firm's Name: _____

Annexure 5

Approach Paper on Methodology and Work Plan For Performing the Assignment

1. Write up on Methodology to carry out this assignment. The Write up should cover, in detail, how the consultant would carry out the study, understanding the issues, site appreciation and innovativeness. The methodology for each head of the proposed Terms of Reference must be described.
2. Define various milestones for the study and specify time frame to complete each milestone. Also specify contents of reports at each stage of the study.

Annexure 6

Composition of the Team Personnel, And Task(S) Of Each Team Member

1. Technical/Managerial Staff						
Sr. No	Name of the Member	Proposed Position	Name of Firm	Employment Status (regular / part time / others)	Education Qualification	No. of Years relevant experience

2. Support Staff						
Sr. No	Name of the Member	Proposed Position	Name of Firm	Employment Status (regular / part time / others)	Education Qualification	No. of Years relevant experience

Annexure 7

Format of Curriculum Vitae (CV) For Proposed Professional Staff

- (i) Name of Person :
- (ii) Proposed position for this assignment : (Only one Candidate should be nominated for each Position as sought)
- (iii) Designation :
- (iv) Date of Birth :
- (v) Nationality :
- (vi) No of Years with present Employer :
- (vii) Education :

Name of Degree (Graduate onwards)	College and University	Specialization	Year of Passing

- (vii) Relevant Experience :

Please provide details of relevant assignments, with respect to task assigned for the proposed study (as mentioned in (ii) above). Kindly provide following information for each assignment:

Name of Assignment	Name of Client	Time period	Description about assignment	Your role (Team/ Project leader, Sector Expert)	Time spent

- (viii) Employment Record :

(Starting with present position, list in reverse chronological order, for every employment held.)

Name of Employer	Position held	Duration	Job Responsibility

(ix) Total No. of Years' Experience :

Total No. Of years in Consultancy Service	
Total no. of Years in services other than Consultancy services	
Total Experience	

(x) Certification

I, the undersigned, certify that to the best of my knowledge and behalf, this Bio data correctly describes myself, my Qualifications and my experience.

Signature of Team Member

Date

Note: The CV must be signed by the person whose CV is given. Only those CVs would be considered, which are signed by the concerned persons (Sign of authorized signatory other than the person whose CV is submitted, would not be considered.)

Annexure 8

Time Schedule for Professional Personnel

- Please provide PERT chart of the work schedule. Provide Completion dates of various milestones.
- Also provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, timeframe during which they will work etc.

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Person - Month
				1	2	3	4	5	6	7	8	9	...	18		
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)
Grand Total of Person - Months																

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____

Signature: _____
 (Authorized Representative)
 Full Name: _____
 Title: _____

Annexure 9

Activity (Work) Schedule

A. Field Investigation and Study Items:												
		Week wise Program (in form of Bar Chart) <i>[1st, 2nd, etc. are weeks from the start of assignment]</i>										
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th

B. Completion and Submission of Reports	
Reports	Programme: (Date)

Annexure 10

Submission Letter of Financial Proposal

(to be submitted online through **NPROCURE** in the letterhead of the Lead Member)

To,

Chief Executive Officer,

Gujarat Infrastructure Development Board

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

Sub: Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.

Reference Authority, Letter no: _____ dt: _____

Sir,

I/ We, the undersigned, offer to provide the consulting services for "Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat." in accordance with your Request for Proposal dated <date> i.e. the date of publication, and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures] towards our Retainership Fees to be paid Monthly as per the payment schedule specified in the RFP. This amount is inclusive of Goods and Service Tax and other taxes and duties as applicable.

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. <Date>.

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

We remain,

Yours faithfully,

Signature_____

Full Name_____

Designation_____

Name of the Firm_____

Address_____

Annexure 11

Break up - Total Price of the Services

(to be submitted online through **NPROCURE** in the letterhead of the Lead Member)

The break-up of Monthly Retainership Fee is as follows:

SI No	Price Component	INR (in figures)	INR (in words)
1	Person Month Rate		
2	No. of person Months x Person Month rate		
3	Out of Pocket Expenditure		
4	Any other Expense		
	Monthly Retainership Fee for the assignment		

Note:

1. All the prices quoted above must be inclusive of Goods and Service Tax and other taxes and duties as applicable;
2. No escalation would be allowed due to changes in taxes and duties;
3. No conditions should be attached to the price proposal;
4. In case of any discrepancies in the prices mentioned in the figures and words, the prices mentioned in the words would be considered as final price;

Signature_____

Full Name_____

Designation_____

Name of the Firm_____

Address_____

Annexure 12

Proforma Bank Guarantee for Performance Security

[Date]

To,

**Chief Executive Officer,
Gujarat Infrastructure Development Board**

Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017, Gujarat, India

In consideration of Gujarat Infrastructure Development Board (GIDB), acting on behalf of the [Governor of Gujarat] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this

Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling six (6) Months after the completion of the Assignment)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure 13

Format for Query (s) Submission

Queries - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.							
Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						
	RFQ cum RFP						

Annexure 14

Checklist for Submission

Bidder(s) are requested to organize their Proposals as per the following checklist in the manner set forth in the Article 2 of this document:

Envelope A – Pre-Qualification Proposal	Tick (√)
1) Proposal submission Letter in the format of Annexure 1.	
2) Bid Security.	
3) Bid Processing Fees.	
4) Format for Pre-qualification Proposal (General Information) in the format of Annexure 1 (A).	
5) Format for Pre-qualification Proposal (Technical Strength) in the format of Annexure 1 (B).	
6) Format for Pre-qualification Proposal (Financial Strength) in the format of Annexure 1 (C).	
7) Power of Attorney for signing of bid in the format of Annexure 2.	
8) Format for Joint Bidding Agreement in the format of Annexure 3A.	
9) Power of Attorney for Lead Member of Consortium in format of Annexure 3B.	
Envelope B – Technical Proposal	
10) Experience of the firm in format of Annexure 4.	
11) General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 5.	
12) Composition of the Team Personnel, And Task(s) of Each Team Member in the format of Annexure 6.	
13) Key Professional Staffs' CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) in the format of Annexure 7.	
14) Time schedule for professional personnel in the format of Annexure 8.	
15) Activity (work) schedules in the format of Annexure 9.	
16) A copy of the Contract Agreement in the format of Annexure 15.	
17) Comments on terms of reference.	
18) Checklist for Submission in the format of Annexure 14.	
Online submission – Financial Proposal	
19) Submission letter of Financial Proposal in the format of Annexure 10.	
20) Break up – Total Price of the Services in the format of Annexure 11.	

Annexure 15

Draft Contract

This CONTRACT (hereinafter together with the Annexure (1.Terms of Reference, 2.Approach Paper on Methodology, 3.Work Plan for Performing the Assignment, 4.Time Schedule for Professional Personnel, 5.Activity (Work) Schedule, 6.Submission Letter of Financial Proposal, 7.Break up - Total Price of the Services, 8. Detailed Break up of Price attached hereto called the Contract) is made on the _____Day of _____201, between Gujarat Infrastructure Development Board (GIDB), having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382017, Gujarat, India, on the one part (hereinafter called the **Authority**, which expression shall unless repugnant to the context, include its successors and assignees) and _____ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at _____, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS,

(A) the Client has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for “**Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**”

(B) The Consultants has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1.0 Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference as mentioned in Section-3 of this RFQ cum RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by Authority / Steering Committee during each stage of the study. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

The Consultant would follow a methodology to carry out the proposed study. The methodology should be such as prescribed in his Technical bid and as finalised in the Inception Report.

Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the study (which is within the scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference- Section-3 of RFQ cum RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

1.2 Commencement Date

The Consultant will commence the services as soon as possible but not later than 15 days after the Client has given to the Consultant notice to proceed with the Services (Letter of Intent).

1.3 Additional Work

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorisation of the Client. The charge for the Personnel required for such additional work would be as per the Person-Month quoted by the bidder and mentioned in Annexure-11. Also, if there are any out of pocket expenses, such expenses would be paid as mutually agreed.

In case there is any dispute about determining whether any work proposed is within or outside the Scope of proposed TOR, the decision of client shall be final and binding on the Consultant.

1.4 Other Documents

RFQ cum RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, Inception Report, Interim Report, Draft final Report, Final Report, RFQ document, RFP document, Draft Concession Agreement, Bid evaluation reports and shall form part of the Contract.

2.0 Personnel

2.1 Personnel

- a) The Services shall be carried out by the personnel specified in Annexure - 6 hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the cost estimates referred to in Section 4.1.
- b) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and which is found eligible and acceptable by the client. The consultant must take prior approval of client before the replacement takes place.
- c) If, any time during the study, it is found that the person, as mentioned in Annexure - 6, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the client, in such case the client may accept such a person if such a person is found of equal or more calibre. However, such a replacement would not be binding on the client and the client reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.
- d) In the event that any person specified in Annexure - 6 is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The decision of the client in this regard shall be final and binding on the consultant.

2.2 Project Manager

The Consultant shall ensure that at all times during the fieldwork a resident Project Manager, acceptable to the Client, shall take charge of the operations of the Personnel in the field. The Project Manager shall be responsible for liaison in the field between

the Consultant and the Client. The consultant has to keep a site office in Gandhinagar for daily coordinating of the project with the client.

3.0 Undertakings of the Consultant

3.1 General Standard of Performance by the Consultant

The consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Consultant shall act at all times so as to protect the interests of the Client.

3.2 Records

During the subsistence of this Agreement and two years from the date of completion of the study, the Consultant shall permit the duly authorized representative of the Client, (after reasonable advance notice is served on the Consultant), from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the Client or any person authorized by the Client, from time to time, to audit such records and accounts during and after the services.

3.3 Information

The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.

3.4 Assignments/ Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the client to any other persons, firm or organisation. The client may allow such assignment/sub-letting at his discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the client shall be void. The client, may, transfer its rights and obligations to any other person, firm or organisation only with the consent of the consultants.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the client, the client reserves a right to reject any such work carried out. Even if the client accepts any such work, client reserves right to not to pay the amount which can be contributed to the amount of

work done. The estimate of such amount can be made from Person-Month rate and Person-Months spend on the work and reasonable estimate of out of pocket expenses. The estimate made by the client in such case shall be final and binding on the Consultant.

In the event that any such independent consultant or sub-contractor is found by the Client to be incompetent in discharging his assigned duties; the Client may request the Consultant forthwith either to provide as a replacement, a consultant or sub-contractor with qualifications and experience acceptable to the Client or to resume the performance of the Services itself. The decision of the client in this regard shall be final and binding on the consultant.

3.5 Confidentiality

(a) The consultant shall treat all information, report and other submissions made by them as confidential, and shall take all reasonable precautions of those having access to such materials maintaining confidence. With respect to questionnaire and survey in project all information gathered should be treated as confidential.

(b) The Consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the Authority or other concerned authorities, solely for the purpose of performing and carrying out the obligations on his part under the agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the assignment and shall maintain the utmost secrecy. The consultant shall bind his employees who are involved in the study by a suitable secrecy agreement

(c) Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

(d) The Authority agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and

other proprietary information of Consultant as described specifically as “confidential information” belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the client, become property of the Authority and the Authority is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

3.6 Prohibition on Conflicting Activities

The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.

3.7 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

3.8 Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.

The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

3.9 Notice of Delay

In the event that the Consultant encounters delay in providing the required services or facilities set forth in Section-3 for the conduct of the Services, the Consultant shall

promptly notify in writing the Client of such delay, and may request an appropriate extension of time for completion of the Services. However, the client reserves the right to grant any such extension and the decision of the client in this regard shall be final and binding on the consultant.

3.10 Delays by the Authority

If the services are impeded or delayed by the Authority so as to increase the quantum or duration of the services then;

- i) The consultant shall inform the Authority of the circumstances and probable effects including extension of time;
- ii) The Authority shall take the request into account, if genuine, and the time for completion of the services shall be increased accordingly;
- iii) Time taken by the Authority for approval of deliverables however shall be additional to reporting and time-schedule of consultant. Only after one deliverable is approved in written that the time period for next deliverable shall come into effect;

3.11 Ownerships of data, Information and Documentation

All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of the Authority. Any reproduction, in part or full of the submissions made would require permission of Authority.

3.12 Copyright

The Authority shall retain copyright of all documents prepared by consultants and shall be entitled to use or copy them for the intended work and for this need not obtain the consultant's permission. Consultant shall need to take permission from the Authority for copying the documents mentioning the purpose for which they are intended.

4.0 Prices and payment terms

4.1 Prices

The total cost to carry out the study is: Rs. _____ (Rupees _____ only) inclusive of Goods and Service Tax and other taxes and duties as applicable.. The break-up of price is as follows:

Sr. No.	Price Component	Rs. (In Figure)	Rs. (In words)
1.	Person-Month Rate		
2.	(No. of Person Months) x (Person-Month rate)		
3.	Out of Pocket Expenditure		
4.	Any other expenses		
Monthly Retainership Fee for the assignment			

The prices quoted are lump sum, firm and inclusive of all taxes and duties for the Scope of Work and Terms of Reference as agreed and mentioned in Annexure – I including all expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfils the requirement of the scope. No change in the prices will be allowed on any account except for changes in any taxes/ duties.

4.2 Payment Terms:

The payment for the assignment shall be paid as follows:

a. The Retainership Fee:

- i. In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month;

- ii. The consultant shall be responsible for the set of deliverables on a timely basis. The quality and timeliness of these deliverables shall directly affect the payment terms;
- iii. Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority;
- iv. An example of such project based milestones/deliverables are provided below:

Sl. No.	Examples of Quarterly Milestones/ Deliverables
1	Submission of Project Appraisal/ Feasibility Report with various project structures and implementation plans and approval/ finalization of project structure and implementation plan
2	Submission of application to GOI for Grants under various schemes or Financial Institutions for Loans, etc.
3	On Selection of Technical Consultant(s) – Architect/ DPR consultant, etc.
4	Submission and approval of Bid Document/s
5	Bid Process Management –concluding agreement with developers or contractor/s
6	Selection and appointment of PMC

- v. This does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Gujarat Infrastructure Development Board (GIDB)/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by Authority.
- vi. Acceptance means, after submission of reports and after the Consultant has made presentations to the Government of Gujarat (GoG)/ Authority/ Committee, the Authority will issue a letter of acceptance along with comments/ suggestions of the Authority on the report;

- vii. The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG in connection with the Services and whenever advised by the Authority in consultation with the Consultant;
- viii. The Consultant shall submit the final report within 2 weeks after issuing changes/ modifications as per Authority/ Steering Committee/ State Government suggestions;
- ix. All invoices will be paid by the client within 2 weeks of the Acceptance of submission of the same to the client by the consultant;
- x. Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.
- xi. In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client will release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.
- xii. If the report submitted by the consultant is not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the client shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the client.

5.0 Time schedule for the Assignment

The total time frame for carrying out the assignment would be **one year** from start i.e. from the date of signing of Agreement. Based on the performance of the PMC, the agreement can be extended for another one year based on the mutually negotiated terms and conditions. The role of the consultant as an independent consultant during the project implementation period shall be treated separately. The details of work plan, timeframe for each stage of study is put up as per Annexure-5 & Annexure- 9 of RFQ

cum RFP document. Time taken by Client in order to provide feedback/ comments will not be considered while calculating the time taken by consultants.

6.0 Reports

All reports and recommendations and general correspondence from the Consultant to the Client prepared by the Consultant under this Contract shall be in the English language. The consultant shall submit phase wise reports as per Terms of Reference attached as Annexure.

7.0 Liquidated Damages for late submission

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-12 of this Agreement.

7.2 Liquidated Damages for Non-Performance or Late Submission

7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the One Year Contract Value. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.

7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.

8.0 Termination of the Contract

8.1 The Client reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Client. Client reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the client may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

8.2 The Client reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.3 The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Client. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Client shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.4 The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.

8.5 The payment of the fees will be determined based on the actual work carried out, actual Person-Months spent and Person-Month Rate as specified in Section 4.1 and reasonable amount of out of pocket expenses. In case of failure to decide compensation, Arbitrator as per the terms of the contract shall be appointed to decide the compensation.

9.0 Performance obligations

Consultant shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, consultants shall promptly re-do/remedy without any additional cost to the Client and to carry out such modifications and /or rectification as may be required.

10.0 Compliance with laws, statutes, rules and regulations of Government / local authority

Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the client indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India/ State Government, Local Self Government or any Statutory Authority.

11.0 Period of Agreement

The agreement to be entered into between the client and the consultant shall be valid from the date of signing the contract till final approval of Chief Executive Officer, Gujarat Infrastructure Development Board (GIDB), is received.

12.0 Liability

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Client. However this clause will not prevent the client from levying the liquidated damages as per Clause 7 and 8.1.

13.0 Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Corporate Office or branch office addresses.

14.0 Arbitration

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

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

15.0 Force Majeure.

15.1 Force Majeure means such of the following factors which substantially affect the performance of the contract, such as:

- a) natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, , quarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of client's / consultant's scope of work provided;

Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

15.2 The Consultants or the client shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

15.3 However if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 8.5.

16.0 Custody of reports/data etc

All documents received from the client, shall remain in the custody of the consultant during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

17.0 Indemnity

Consultant shall indemnify the client and every members, officers and employees of the client, against all actions, proceedings, claims, demands, costs and expenses

whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

18.0 General clauses

18.1. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorised representatives of the parties in writing executed on behalf of both parties hereto.

18.2 Non Exclusive Agreement

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.7.

18.3 Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

18.4 Survival

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

Authorised Signatory

Authorised Signatory

On behalf of the Client

On behalf of the Consultant

In witness of

In witness of
