



**Gujarat Urban
Development
Mission**

Request for Proposal for
Appointment of an Agency for conducting Impact Assessment of
Smart City Mission in 6 Gujarat cities
by
Gujarat Urban Development Mission

Gujarat Urban Development Mission

Karmayogi Bhavan, Block-1, A Wing, Ground Floor,

Sector-10/A, Gandhinagar-382010,

Gujarat

1. Requirement of RFP

- Accessing/ Purchasing of the RFP documents
 - It is mandatory for all the Bidders to have class-III digital Signature Certificate (DSC) (in the name of Authorized Signatory/Firm or Organization/Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of Gujarat Urban Development Company Ltd.
 - DSC should be in the name of authorized signatory as authorized in the Power of Attorney for this tender. The Consultant shall submit document in support of the Class III DSC.
 - To participate in the bidding, it is mandatory for the Bidder to get their firm registered with e-tendering portal [www.nprocure.com] to have user ID & password for submitting the Proposal.
 - Registration with e-tendering portal should be valid at least up to date of submission of Proposal.

2. Disclaimer

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

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

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

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

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

The issue of this RFP does not imply that GUDM is bound to select a Bidder or to appoint the Selected Bidder, as the case may be and GUDM 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 GUDM or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and GUDM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

3. Notice Inviting Tender

To,

Sub: Request for Proposal for Appointment of an Agency for conducting Impact Assessment of Smart City Mission in 6 Gujarat cities

Ma'am/ Sir,

Gujarat Urban Development Mission (GUDM) is pleased to invite you to participate in the Bidding Process for the work of "Appointment of an Agency for conducting Impact Assessment of Smart City Mission in 6 Gujarat cities"

State	Name of Work	Completion Period
Gujarat	Request for Proposal for Appointment of an Agency for conducting Impact Assessment of Smart City Mission in 6 Gujarat cities	6 months from the date of issue of LOA

The complete RFP document can be viewed/downloaded from www.tender.nprocure.com from 03/10/2023 to 18/10/2023 up to 16:00hrs. RFP document must be submitted online only at www.tender.nprocure.com on or before 18/10/2023 up to 18:00 hrs. IST. Offers received beyond the specified date & time shall not be entertained and this office shall not be responsible for any delay in receipt or loss of documents sent by post/courier etc.

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

GUDM shall, for any reason, issue any addendum or corrigendum on www.nprocure.com, bidders are advised to go to this link frequently for updation about this RFP.

We look forward to your participation and Professional Services.

General Manager (IEC)

Gujarat Urban Development Mission

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4. Definitions

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

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

5. Introduction

Govt. of India has launched Smart City Mission in June 2015 with objective to provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of 'Smart' solutions. 6 smart cities were selected from Gujarat namely Surat , Ahmedabad , Vadodara, Rajkot, Gandhinagar & Dahod.

Components of Smart city include:

Components & Activities:	<ul style="list-style-type: none">• E- governance & citizen services• Energy Management• Waste management• Urban Mobility• Water management• IoT/ ICT
Intended Beneficiaries:	6 cities as mentioned above with approximately 1,35,08, 850 population
Implementing Agency	<ul style="list-style-type: none">• The implementation of the Mission at the City level will be done by a Special Purpose Vehicle (SPV) created for the purpose.• The SPV will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects
Funding pattern:	<ul style="list-style-type: none">• Every Smart City will receive Rs.100 cr. (max Rs. 500) Cr. from Central Government and matching grant shall be issued by state government per year for mission period.

Area Based Development

- Retrofitting (City Improvement): Development of an existing built up area greater than 500 acres (2 sq. Km.); existing structure largely to remain intact
- Redevelopment (City Renewal): Replacement of existing built up environment in an area of more than 50 acres (0.2 Sq. Km.)
- Green field (City Extension): Development of vacant area of more than 250 acre (1 Sq. Km.)

Pan-City Initiative

- Pan-city initiative in which at-least one Smart Solution is applied City-wide
- In the State Gujarat, 341 projects amounting more than Rs. 13,000 Cr. have been taken up amongst

which 205 projects have already been completed.

Based on the performance, the State Gujarat has been consistently secured place in top five performing States in the nation. Moreover, all 06 cities have secured their place in the list of top 50 Smart Cities and 02 cities are in the top five performing Smart Cities of the Nation.

Smart Cities of the state Gujarat have received 09 awards during the Award Ceremony held by the MoHUA for the year 2020. Surat city has been awarded as the 'Best City' jointly with the City Indore. Moreover, Ahmedabad City has been awarded for the category of 'Smart Cities Leadership Award' and Vadodara City has been awarded for the category of 'Project Award for Governance'.

GUDM intends to appoint an Agency to undertake impact assessment of this initiative in the 6 smart cities. The impact should be measured across aspects like lives of citizens, governance, ease of living, etc.

Terms of Reference of the Agency is mentioned in the RFP.

6. Data Sheet

Sr.	Particulars	Details no.
1.	Authority/ Client	Gujarat Urban Development Mission (GUDM)
2.	Name of Tender/ Assignment	Request for Proposal for Appointment of an Agency for conducting Impact Assessment of Smart City Mission in 6 Gujarat cities
3.	Date of availability of RFP	03/10/2023 Issued online only
4.	Procurement process	Single stage, two packet system

Sr.	Particulars	Details no.
5.	Pre bid meeting	10/10/2023 at 16:00 hrs
6.	Online Proposal Due Date	18/10/2023 at 18:00 hrs (Copy of tender fee and EMD to be also submitted on the portal along with the financial proposal)
7.	Physical submission due date	23/10/2023 by 18:00 hrs (Tender fee, EMD and technical proposal to be submitted in hard copy via either of courier/ RPAD/ Speed Post only)
8.	Technical Proposal Opening Date	26/10/2023 at 12:00 hrs
9.	Technical Presentation	02/11/2023 at 12:00 hrs In case of change, the bidders who fulfil the Minimum Eligibility criteria will be communicated via email
10.	Financial Proposal Opening	02/11/2023 at 12:30 hrs Non-qualified bidders will be communicated about not meeting the minimum technical qualification score
11.	Letter of Award	2 weeks from identification of Preferred Bidder
12.	Signing of Agreement	2 weeks from issue of Letter of Award
13.	Team Deployment	3 weeks from issue of Letter of Award

Sr.	Particulars	Details no.
14.	Tender Fee	INR 15,000 (Fifteen Thousand rupees) + 18% GST in the form of a demand draft in the favor of “Additional CEO, Gujarat Urban Development Mission” payable at Gandhinagar (To be submitted in hard copy by the date of submission of proposal)
15.	EMD/ Bid Security	INR 12,00,000 (Twelve lakh rupees) in the form of a Bank Guarantee in the favor of “Additional CEO, Gujarat Urban Development Mission” payable at Gandhinagar payable at Gandhinagar (To be submitted in hard copy by the date of submission of proposal)
16.	Performance Bank Guarantee (Security Deposit)	5 %
17.	Contact details	079-232 57573
18.	Relevant website/ portal	www.tender.nprocure.com
19.	Method of Selection	QCBS (70:30)
20.	Bid Validity period	180 days
21.	Jurisdiction of Court	Gandhinagar. Gujarat

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

7. Instructions to the bidder

7.1. Introduction

- The Authority will select a bidder (the “Consultant” or the “Agency”), in accordance with the method of

selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the selection process specified in this RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that GUDM's decisions are without any right of appeal whatsoever.

- The Applicants are invited to submit Technical, and Financial Proposals (collectively called as "the Proposal" or the "Bid"), as specified in the data sheet, for the services required for the Assignment. The term "Applicant" refers to a single entity which will execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the services in accordance with the Scope of work of this RFP.
- The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the "Contract").
- Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.
- The Client will timely provide, the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/ information furnished or to be provided later by the Client and/ or any of his consultants.
- The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.
- It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and during the performance of services pursuant to the Contract. In pursuance of this policy, the Client:
 - will reject any Applicant or a Proposal for award if it determines that such Applicant (whether recommended for award or not) has any "Conflict of Interest" as defined in the RFP and, without prejudice to the generality of the foregoing, if the Consultant is engaged in "Prohibited Practices"
 - will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded

a contract if it at any time it determines that the Applicant has any conflict of Interest as defined in the RFP, without prejudice to the generality of the foregoing, if the Consultant is engaged in “Prohibited Practices” defined in the RFP

- In the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of this RFP, it would not be eligible to submit a Proposal

7.2. Brief description of bidding process

- GUDM has adopted a single stage two packet bidding process for Appointment of an Agency for conducting Impact Assessment of Smart City Mission in 6 Gujarat cities. This will comprise technical and financial proposals. The process involves the consultant to be responsive to the bid and clearing the eligibility requirement. Those consultants whose bids are responsive and meet the minimum eligibility criteria will be further evaluated based on the technical evaluation criteria. The evaluation criteria include marking for technical eligibility parameters, approach & methodology, team composition of consultant and Presentation to the client based on the scope of work mentioned in the RFP. This will determine the technical score (St) of the consultant. Bidders scoring at least 70% out of the total 100 marks of the technical criteria will be eligible for opening of the financial proposal.
- The consultant will submit their financial offer for the said work in the format provided in the document. The Financial Score (Sf) of the consultant will be decided as per the section “Financial Evaluation”
- Combined score (S) is the total of Technical (St) and financial score (Sf) which will be calculated as detailed in section “Weightage of technical and financial bid”. The bidder achieving the highest combined score (S) will be considered to be the successful bidder

7.3. Clarification

- Consultant may seek clarification on this RFP document **until 05/10/2023, 17:00 hrs.** Request for clarification must be sent by standard electronic means to:

Gujarat Urban Development Mission

Karmayogi Bhavan, Block-1, A1 Wing, Ground Floor, Sector-10/A, Gandhinagar-382010,
Gujarat

Phone: 079-232 57573

Email ID:

The Client shall conduct a pre-bid meeting on the date as specified in the Data sheet virtually. The link of the meeting is www.tender.nprocure.com

GUDM reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging GUDM to respond to any question or to provide any clarification.

- At any time before the last date for submission of Proposals (“Proposal Due Date” or “PDD”), the client may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify the RFP documents by issuing an addendum. Any addendum issued hereunder will be posted on the www.tender.nprocure.com and the Applicants will not be given any individual notice. The Client may at its discretion extend the PDD.

7.4. Scope of services

- The Scope of Services expected from this assignment is described in this RFP and should be read in conjunction with the Special Conditions of the Contract.
- If the Contract is awarded to an Applicant, such Applicant (as the Consultant) shall ensure that only such personnel whose CVs had been submitted in the Proposal and who has certified their availability for the assignment.

7.5. Liability

Liability on the Consultant will be limited to one time the fee paid to the Consultant.

7.6. Payment Terms

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

7.7. Clarification

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

7.8. Ownership of Documents

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

7.9. Payment of Fees

7.9.1. Tender fee

The Bid shall be accompanied by a tender fee of INR 15,000 + 18% GST in the form of a demand draft from a nationalized/ scheduled bank. Proposals unaccompanied with the aforesaid RFP Processing fee shall be rejected by the client. Tender fee is non-refundable

7.9.2. EMD/ Bid Security

The Bid shall be accompanied by a tender fee of INR 12,00,000 in the form of a Bank Guarantee from a nationalized/ scheduled bank. Proposals unaccompanied with the aforesaid RFP Processing fee shall be rejected by the client.

7.10. Test of Responsiveness

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

- Proposal must be submitted online only through www.tender.nprocure.com using the digital signature of authorized representative of the Bidder on or before 18/10/2023 by 18:00 hrs.
- Technical Proposal along with the tender fee and EMD should be submitted in hard copy on or before the due date of submission as per the Data Sheet
- Financial proposal along with a copy of tender fee and EMD should be submitted online on or before the due date of submission as per the Data Sheet
- Technical Proposal should have the following documents in addition to the requirements of the “Minimum Eligibility Criteria” and “Technical Qualification Criteria” in the formats of this RFP
 - Power of Attorney/ Board Resolution

- Financial proposal will be submitted as per format of the Annexure – Financial Proposal on online portal only.

7.11. Conflict of interest

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

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

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

7.12. Force Majeure

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

7.13. Performance Security

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

7.14. Eligibility of Applicants

- The Applicant for participation in the Selection Process, will be a single entity which will execute the Assignment.
- An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/

a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin

- An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise
- Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- In case the turnover figures or project figures of applicants utilizing the credentials of foreign parent/ holding company are in any currency other than USD, the same shall be converted to USD as on the date 28 (twenty-eight) days prior to the deadline for submission of proposals. The conversion rate of such currencies shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date.

8. Minimum Eligibility Criteria

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

Sr. no.	Criteria	Requirements	Documentary Evidence
1.	Presence in India	Office in India	Certificate of Incorporation, PAN and GSTIN
2.	Years of relevant experience	At least 10 years in impact assessment experience in India	Details of projects in last 10 years
3.	Annual turnover	Minimum average annual turnover from engineering consultancy fee of INR 10 Crore from infrastructure projects over the previous Five financial years. (FY 2018-19, 2019-20, 2020-21, 2021-22 and	CA certificate to be submitted along with audited financial statements

Sr. no.	Criteria	Requirements	Documentary Evidence
		2022-23)	
4.	Positive net worth	The bidder should have positive net worth over the previous Five financial years. (FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)	
6.	Profit	The bidder should not have suffered any financial loss for more than one year during the previous Five financial years. (FY 2018-19, 2019-20 2020-21, 2021-22 and 2022-23)	
7.	Blacklisting	Should not be blacklisted by any agency of the central government, Public Sector Undertaking or by any department of any State Government	Self- certification. False certification and/ or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process.
8.	Team Composition	CVs of Core team members as per the Qualification Criteria	CVs as per the format of the RFP

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

9. Technical Qualification Criteria

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

Sr. no.	Criteria	Requirements	Scoring Methodology	Max. marks	Documentary Evidence
1.	Financial Capacity	Minimum average annual turnover from engineering consultancy fee of INR 10 Crore from government infrastructure projects over the previous five financial years. (FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)	<ul style="list-style-type: none"> Equal to INR 10 Crore – 5 marks For every Additional INR 5 crore – 2.5 mark (max 5 marks) 	10 (5+5)	CA certificate to be submitted along with audited financial statements
2	Project Experience –	Project with fees of at least Rs 1 crore related to survey/ data collection for impact assessment, monitoring & evaluation and similar for government scheme/ project/ program	5 marks per project	10	Work order/ MSA
3	Project Experience	Previous work experience in undertaking surveys across India	2.5 mark per project	10	Work order/ MSA
4	Project Experience	At least one project with more than 600 respondents related to survey/ data collection for impact assessment, monitoring & evaluation and similar for government scheme/ project/ program	2.5 marks per project	5	Work order/ MSA
5	Project Experience	At least one project in Gujarat related to survey,	5 marks per project	5	Work order/ MSA

Sr. no.	Criteria	Requirements	Scoring Methodology	Max. marks	Documentary Evidence
		data collection or similar for government scheme/ project/ program			
5	Adequacy of team proposed		Team Leader – 10 marks M&E Expert – 7 marks Senior Data Analyst – 5 marks Field Manager – 4 marks Content writer – 3 marks	30	CV as per the format of the RFP
6	Technical Presentation			30	<ul style="list-style-type: none"> ▪ Technical approach and methodology ▪ Work Plan ▪ Organization and Staffing ▪ Technical presentation

- Only those bidders which score at least 70% out of the total 100 marks of technical evaluation will be eligible for opening of their financial proposal. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score.
- Bidder is required to get a minimum of 70% marks in Technical presentation as part of technical qualification

- The Client will notify the Applicants who secure the qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, or electronic mail in the name of the Authorized Signatory

10. Preparation of Proposals

10.1. Technical Proposal

- Consultants are requested to submit their proposal in English Language only. Any document such as work order, agreement if available in local vernacular should be substantiated by its English Translation duly attested by the Authorized Signatory. For the purpose of evaluation, the English version will be referred to
- In preparing their proposal, Consultants are expected to thoroughly examine the RFP Document, Material deficiencies in providing the information requested may result in rejection of a proposal.
- Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.
- Experience of sub-consultant will not be considered while evaluating the bid.
- The Technical Proposal should provide the following information using the attached Standard forms & Annexures as mentioned in the RFP
 - Core staff, composition and key attributes per requirements
 - Curriculum Vitae (CV) signed by the proposed staff or any authorized official of the Applicant (maximum 7 pages – double sided) for each core staff member
 - Project Experience
 - Comments and suggestions from the bidder
 - In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignments of GUDM for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event.

- For sake of bidding uniformity and transparency, the Consultant must use the minimum specified personnel classifications/categories and durations for core staff. The actual staffing may vary depending on the scope of work for each year. The Client reserves the right to change or modify the core personnel at any time.
- If any core staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the core staff must be furnished mentioning his/her availability for the project.

Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.

- Technical proposal should be submitted at the office of GUDM before the submission date as specified in the Data Sheet
- The Technical proposal shall not include any financial information. Disclosure of financial proposal in technical proposal will render the bid disqualified

10.2. Financial Proposal

- While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum proposal inclusive of all the costs including all taxes excluding GST associated with the assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:
 - All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. Any cost associated with travel outside of Gujarat for the project will be borne by the client. In case the Consultant incurs this cost, the same will be reimbursed by the client on actual to the Consultant. Any claim for out-of-pocket expenses will be substantiated by original/ true copy of the invoice, attested by the Authorized signatory.
 - The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under

different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

11. Submission, Receipt and Opening of Proposals

11.1. Bidding process

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

11.2. Format and Signing of bid

- The Bidder shall provide all the information sought under this RFP. GUDM will evaluate only those Bids those are received in the required formats and complete in all respects

- The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder with initial on each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

11.3. Submission details

- Technical proposal along with the tender fee and EMD should be submitted to the office of GUDM before the submission date/ due date as specified in the data sheet.
- Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super- scribed with due date, time and project name
- Envelope 1 - Bid Security / EMD and Tender fee in a separate sealed envelope superscripted with for <<Name of the tender>>.
- Envelope 2 – Technical Proposal in a separate sealed envelope superscripted with for <<Name of the tender>>.
- Envelopes 1 and 2 should be placed in envelope - 3 clearly marked as “Proposal for <<Name of the tender>>” and Bidder’s name.

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

11.4. Opening of bids

- This will be two stage process. Online Technical proposal would be opened on the date specified in the Data Sheet. Further the client will open the financial proposal of the Applicants who are qualified in technical evaluation (those fulfilling the eligibility criteria) on the date advised to all qualified bidders.
- The Financial Proposals will be opened publicly in the presence of Applicants’ representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the

personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. This will be applicable also in the case where the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.

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

12. Proposal Evaluation

12.1. Technical evaluation

- As part of the evaluation the Technical Proposal submission for Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in detail in accordance with the criteria set out in this RFP document. Based on the technical factors, each consultant would be assigned a technical score out of 100. Based on their ranking in technical score, consultants scoring more than 80% are eligible for financial evaluation.

12.2. Financial evaluation

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

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

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

FL = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

12.3. Weightage of technical and financial bid

- The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage.
- The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.
- Bidders shall be ranked in order of their overall technical score out of 100 marks. In case, the final scores are tied for any position, then the bidder securing higher marks in technical evaluation will be ranked higher and will be called for negotiation. In case if their technical score is also tied, then the bidder scoring more in Approach & Methodology and Technical Presentation will be selected as the Preferred Bidder

13. Negotiations

- Negotiations will be held at the bid submission address as mentioned in the clause above of this document. For avoidance of doubt, it is hereby clarified that the Applicants shall be deemed to have accepted the terms and conditions contained Standard form of Contract and accordingly, there will be no negotiations regarding the same.
- Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the ToR. Agreement must then be reached on the final ToRs, staffing and reporting. Then financial negotiations will be carried out.
- After successful negotiations with the first ranked bidder, GUDM 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, GUDM may then call the second ranked bidder for negotiations.
- The Client will notify Applicants who fail to meet minimum eligibility criteria about the same and return their Financial Proposals unopened after completing the selection process.
- No information on the evaluation and ranking of consultants' proposal will be disclosed to any person other than those directly concerned with the selection process. Any consultant who tries to influence

the evaluation, ranking or contract, will be liable to be rejected

14. Award of contract

- After negotiation in accordance with the Clause above or otherwise and final selection of consultant, a Letter of Award (the “LOA”) shall be issued, in duplicate, by GUDM to the Selected Applicant and the Selected Applicant shall, within 14 (fourteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.
- After acknowledgment of the LOA as aforesaid by the Selected Applicant, it shall execute the Contract within a period of fourteen (fourteen) days from the date of issuance of the LOA. For the avoidance of doubt, it is clarified that the Selected Applicant shall not be entitled to seek any deviation in the Contract.
- After execution of the Contract with the selected Applicant, the Client shall promptly notify the other Applicants and return the Bid Security of such Applicants.
- The Consultant is expected to commence the Services on the date not later than 3 weeks from the date of signing of the Contract or on the date as decided with mutual consent of both the parties (i.e., Client and Consultant).

15. Confidentiality

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

16. Proprietary Data

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

Terms of Reference

17. Scope of work

The scope of work will include:

1. Undertake an extensive literature review of the SCM in India, with a focus on examining the tailored approaches taken to address distinctive infrastructural and developmental priorities, and gaps in each of the selected cities.
2. Define a comprehensive set of indicators and metrics to measure the impact of the SCM across multiple dimensions, including infrastructure, technology, ease of doing business, quality of life, environment, and economy.
3. Engage with key stakeholders, including government officials, local authorities, residents, businesses, and civil society, to gather diverse perspectives and insights regarding the SCM's relevance, effectiveness, efficiency, and sustainability.
4. Gather relevant data from primary and secondary sources, which may include surveys, interviews, official reports, and databases.
5. Identify and analyze best practices and lessons learned in various aspects of the SCM, including program design, partnership establishment, reform prioritization, diagnostics, implementation, and monitoring and evaluation.
6. Based on the assessment findings, provide actionable recommendations for enhancing the impact and sustainability of the Smart Cities Mission.

Details of survey

- Develop the survey instruments viz. discussion guides for focus group discussions, interview guides for in-depth interviews and structured questionnaires, schedules for surveys, etc. as applicable to the Project in consultation with GUDM
- Preparation of the Survey Plan and survey methodology
- Develop sampling plan
- Establish a managerial structure for field operations
- Identify suitable field investigators and conduct training/capacity building
- Pre-test, pilot and finalize the required tools in partnership with GUDM team
- Define size of pilot survey and conduct pilot, if required, in partnership with GUDM team
- Conduct survey fieldwork, collect and compile quality data from areas identified for sampling
- Ensure high quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.
- Collate data collected through both quantitative and qualitative tools and conduct data cleaning and validation checks
- Submit raw data (unit level data) and other agreed deliverables to GUDM
- Run preliminary data analysis and cross-tabulations and submit output and final tables
- For review of projects/ infrastructure, the institution may adopt logical framework
- Incorporate concurrent feedback into the workflow

The evaluation studies typically involve a combination of different forms of surveys, including but not limited to the following:

- Household Surveys
- Establishment Surveys
- Facility Surveys
- Key Informant Interviews
- Focus Group Discussions

Types of survey

- **Household Surveys**

A group of persons normally living together and taking food from a common kitchen is defined as a household. A household may contain one or more members. Members of the household may or may not be related by blood. It includes temporary stay-away (those whose total period of absence from household is expected to be less than six months) but excludes temporary visitors and guests (with expected total stay of less than 6 months). Survey based on households may be treated as household survey. Household survey questionnaires generally contain household level questions and individual level questions.

The household survey is important to evaluate the quantity and quality of outputs (services rendered by the government or publicly funded services both directly and through private or non-government organizations). Household surveys also give deeper insights into outcomes and can possibly also help establish cause-effect relationship between an individual scheme outputs to overall outcomes.

- **Establishment Surveys**

Establishment may be an undertaking/firm/agency that is engaged in production and/or distribution of goods and/or services other than for the sole purpose of their own consumption. Examples of establishments are workshops, factories, manufacturing plants, warehouses, shops, offices, firms, schools, hospitals, depots, mines, coaching centers, tailoring shops etc. Establishments may be located at residential or commercial house An Establishment Survey (ES) is a sample survey of such establishments (undertakings/firms/agency).

Establishments to be covered can be stratified as per the standard definitions of micro, small, medium and large establishments as per the Ministry of Micro, Small and Medium Enterprises.

- **Facility Surveys**

Facility Survey, in context of this RFP refers to a survey of institutions/offices implementing government programmes /schemes. The Facility Survey is designed to provide basic information on the availability and quality of infrastructure, resources and management systems, and on the capacity to provide various quality services

- **Key Informant Interviews/Structured Surveys/Interviews**

This tool is a personal interview that is carried out with one respondent at a time. This is purely a conversational method and invites opportunities to get details in depth from the respondent. This method provides a great opportunity to gather qualitative insights and identify gaps in delivery of services.

Herein, the Survey Institution shall be expected to conduct structured surveys or key informant interviews with key officials from the state-level implementing bodies and district/block/village level administration. Other key stakeholders supporting implementation or indirectly involved in enabling the services success, as well as opinion-makers or other individuals at the municipality level could also be interviewed.

Since various schemes/ services have different target groups, it has to be ensured that the sample and geography selection for Key Informants factors in representation from each of the respective target groups/geographies. The Survey Institution shall ensure there is adequate representation from all levels and gender when finalizing the sampling plan for the project.

- **Focus Group Discussions**

A focus group is a group interview of approximately 6 (six) to 8 (eight) people who share similar characteristics or common interests. A facilitator guides the group based on a predetermined set of topics. The facilitator creates an environment that encourages participants to share their perceptions and points of view. Focus groups are useful for gathering qualitative feedback on activities, projects and services, generating and evaluating data from different groups that use a service or facility, or that an agency wants to target; generating and evaluating data from homogenous groups within a local community or population, and developing topics, themes and questions for further research activities like questionnaires and more detailed interviews. They are generally used in conjunction with other forms of investigation as they can help triangulate, contextualize and otherwise explain quantitative findings.

These may be adopted to understand the governance and functioning of the municipalities involving implementing stakeholders, opinion-makers as well as selected beneficiaries. Since various schemes have different target groups, it is to be ensured that the sample and geography selection for focus group discussions, factors in representation from each of the respective target groups/geographies.

Sample design

- The sample design for the survey shall be drafted in such a way that the selected sample is representative, and spread over geographic sub-areas and population sub-groups properly. The sampling methodology could involve multi-stage, stratified and clustered features

Evaluation methodology

- Given various constraints and complexity of the evaluation of scheme, a flexible mixed methodology, relying on triangulation of existing evidence and primary data to be collected by the evaluation study would be required.
- Mixed methods approaches are used to increase validity of evaluation findings by using a variety of data collection techniques. Using both qualitative and quantitative data collection, along with meta-analysis of previous evaluation studies and monitoring reports produced by the government (central, state, government agencies, etc.) and by non-government agencies (think tanks, academia, international development agencies).

Systems and tools

- Household, Facility or Establishment Surveys, conducted by personal interview method, shall be carried out using Computer Assisted Personal Interview (CAPI) system. These surveys may also be conducted via online, telephonic or other remote means by contacting the targeted population and in discussion with the Authority.
- The agency will make the requisite number of hand-held devices and other tools available to facilitate digital data collection by survey teams. The Authority will bear no responsibility for the payment, storage and field level deployment and use of hand-held devices.
- The Survey Institution shall be expected to maintain adequate backup of collected data to avoid data loss/damage.
- The Survey Institution shall provide to the Authority, copies of the datasets and data entry error reports/logs that show the frequency of discrepancies noted and actions taken to rectify.

Regional Translation

- The Survey Institution shall be expected to develop survey questionnaire/schedules pages for CAPI system and translate them in regional language for the use of data collection by investigators.

Interview Recording & GPS Capture

- The Survey Institution should capture full audio-recording of the personal interview and GPS data of the households and establishments compulsorily for quality checks. The Survey Institutions may also consider capturing video recordings of the survey to enhance quality checks.

Training

- The investigators along with their supervisor are required to attend briefing(s) / training(s) given by the Survey Institution at its offices or convenient places, before each round of survey work, without any additional cost to GUDM
- The Survey Institution has to ensure that only those investigators who have attended and cleared the training program during each round of the survey may be allowed to undertake the field investigation/ data collection.

Listing of stakeholders to be consulted

- A detailed list of stakeholders to be interacted with during the key informant interviews, FGDs, institutional surveys, etc. shall be developed in consultation with GUDM

Timelines, deliverables and payment schedule

- Inception report with final scope, methodology, tools/questionnaires and approach. This should also include findings from the meta-analysis and the areas which will be further explored during field visits.
- Pilot survey / study report to examine the feasibility of approach for full-scale scope. This should also contain problems that may occur during the field survey, challenges that can affect the main data collection process, whether the collected data can be analyzed, Challenges faced, improvements required in the tools/questionnaires, results of the pilot study.
- Draft evaluation report for stakeholder consultations.
- Final Evaluation Report after incorporation of inputs from all the concerned stakeholders. All the reports are required to be submitted in soft copy. In addition, for further analysis in future, verifiable raw data in soft copy should also be shared with GUDM. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data in MS Excel/CSV format.

Timelines for the above deliverables would be as follows:

Activity	Timeline	Payment
Date of commencement of services	T	10%
Inception report	T+30	15%
Pilot survey	T+60	20%
Draft evaluation report	T+200	30%
Final evaluation report after incorporating suggestions on the draft report	T+220	25%

18. Team Composition

Sr. no.	Key Personnel	No.	Experience
1	Team Leader	1	<ul style="list-style-type: none"> • Master's degree in Economics or Statistics /MBA / or equivalent • At least 20 years of experience • Relevant Experience: Advisory/ consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs/ schemes/ projects. Evaluation studies involving quantitative and qualitative research, household surveys, establishment survey, etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs. • Full time employee of the bidding agency
2	M&E Expert	1	<ul style="list-style-type: none"> • Postgraduate degree in International Development or Economics or Econometrics or Political Science or Statistics or related fields • At least 12 years of experience • Experience in Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs/schemes/ projects. • Full time employee of the institution
3	Senior Data Analyst cum Researcher	1	<ul style="list-style-type: none"> • Master's Degree (or equivalent) in Management, Economics, Statistics, Information Technology, Computer Science or related field. • At least 5 years of experience • Experience in Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs/schemes/ projects.
4	Field Manager cum Project Manager	1	<ul style="list-style-type: none"> • Master's Degree (or equivalent) preferably in Economics, Statistics, Management, Social Sciences or related field(s) • At least 5 years of experience • Experience in Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public

Sr. no.	Key Personnel	No.	Experience
			sector entities etc. in respect of government programs/schemes.
5.	Content writer	1	<ul style="list-style-type: none"> • Master's Degree (or equivalent) preferably in Economics, Statistics, Management, Social Sciences or related field(s) • At least 5 years of experience • Experience of writing government reports/ project appraisals/ policy documents/ guidelines/ SOPs/ Monitoring & evaluation reports/ other content

Suggested non key experts

Position	No.	Qualification criteria
Supervisor	1	<ul style="list-style-type: none"> • Graduate Degree (or equivalent) preferably in Economics, Statistics or related field(s) • At least 5 years of experience • Experience in Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs/schemes.
Investigator	2	<ul style="list-style-type: none"> • Graduate Degree (or equivalent) preferably in Economics, Statistics or related field(s) • At least 2 years of experience • Experience of working with government in data analysis, report writing, etc.

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

Team Leader

- S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Evaluation Study, and act as a focal point to the Authority throughout the duration of the Consultancy for evaluation of the scheme.
- S/He will be responsible for:
 - Overall execution of the consultancy assignment.
 - Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders
 - Ensure all deliverables and milestones are satisfactorily delivered

M&E Expert

S/He will be responsible for:

- Designing the overall study approach for data collection and ranking
- Organizing and overseeing the use of qualitative and quantitative evaluation techniques

- Designing a meta-analysis plan based on the secondary data (including Output- Outcome Monitoring data).
- Designing primary data collection tools like discussion guides for focus group discussions, agenda for in- depth interviews and household-level survey questionnaires and prepare a data analysis plan.
- Ensuring data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis.

Senior Data Analyst

S/he will be responsible for:

- Providing support in meta-analysis, analysis of secondary and primary data, preparation of mid-term, draft and final evaluation reports etc.
- Providing support for coordinating with the project teams for collection of survey data.
- Maintaining the progress of fields surveys and secondary data collected.
- Providing basic statistical rigor in developing methodology including sampling, questionnaires, data analysis from primary and secondary sources

Content Writer

S/He will be responsible for

- Writing well-structured reports using Content Management Systems
- Edit content produced by other members of the team

The Non-Key experts are expected to be deployed based on approach and methodology adopted for the assignment and requirements of the client, but not to be evaluated as part of the bid.

- The Client reserves the right to seek the details regarding the proof of qualification, certifications, registrations and experience of the core staff
- Against any position, the client may ask for additional resources meeting the qualification criteria

18.1. Currency

The Consultant shall be paid in Indian Rupees

19. Responsibilities of GUDM

- Provide rent-free furnished office space for key resources with basic furniture as required along with security and housekeeping etc. as per Govt norms, subject to changes from time to time as per policies.
- Assist foreign consultants, sub-consultants and personnel to obtain work permits and such other documents as shall be necessary to enable the consultants, sub-consultants or personnel to perform the service in India for this Project.
- Assist foreign personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits and any other document required for their stay in

India.

- Issue to officials, agents and representatives of the Government, all such instructions as may be necessary for appropriate, prompt and effective implementation of the assignment.

Annexures – Technical Proposal

20. Technical Proposal Submission Form

[Location, Date]

To

ACEO

Gujarat Urban Development Mission

Karmayogi Bhavan, Block-1, A1 Wing, Ground Floor,

Sector-10/A, Gandhinagar-382010,

Gujarat.

RFP dated _____ [date] for selection of consultant for _____ [name of assignment]

Dear Sir,

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

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

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

1. We acknowledge that GUDM will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to GUDM any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of GUDM to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced

by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:

a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;

b) We do not have any conflict of interest in accordance with the terms of the RFP;

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with GUDM or any other public sector enterprise or any government, Central or State; and

d) We hereby clarify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP

10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our MD or any of our Directors/ Managers/ employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GUDM in connection with the selection of Consultant or in connection with the selection process itself in respect of the abovementioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

13. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

14. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by GUDM or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

15. This Technical Proposal read with the Financial Proposal shall be binding on us.

16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain, Yours sincerely, Signature

Name and Title of Authorized Signatory: Name of Firm:

Address:

Contact No:

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

23. Power of Attorney

Know all men by these presents, We, _____ [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms _____ (name and residing address), who is presently employed with/ retained by us and holding the position of _____ [designation] as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for “Appointment of an Agency for conducting Impact Assessment of Smart City Mission in 6 Gujarat cities” to be conducted by Gujarat Urban Development Mission (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

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

For [name and registered address of organization]

[Signature] [Name] [Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

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

24. Consultant's Experience

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

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

28. Comments on the ToR

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

29. Curriculum Vitae of Core Team Members

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

Activities Performed:

-

Nature of Work: Year:

Location: Company: Position Held: Main features:

Activities Performed:

-

Certification

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

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

Signature of staff member

Day/Month/Year

Annexures – Financial Proposal

30. Financial Proposal Submission Forms

[Location]

[Date]

To

ACEO

Gujarat Urban Development Mission

Karmayogi Bhavan, Block-1, A1 Wing, Ground Floor,

Sector-10/A, Gandhinagar-382010,

Gujarat.

Dear Sir,

Subject: [name of assignment]

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

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

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

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

Yours sincerely,

31. Form – Summary of Financial Proposal

Sr. no.	Particular	Amount (in INR)
1.	Professional fee (A)	
2.	Out of pocket expenses (B)	
	Total (A+B) in figures (INR)	
	Total (A+B) in words (INR)	

- 1. All amount to be exclusive of GST, but inclusive of other applicable taxes

- 2. GST will be paid by the client as per the prevalent rate

Annexures – General Conditions of Contract

General Conditions of Contract

32. General Provisions

1. Definitions

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

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

- j) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- k) Master Services Agreement (MSA) shall mean the same as "contract".
- l) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- m) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- n) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part hereof;
- o) "Project" means "*name of assignment*";
- p) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- q) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Scope of Work;
- r) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee. It will be the same as "Letter of Award"
- s) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- t) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

2. Law Governing Contract

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

3. Language

This Contract has been executed in the English, which shall be binding and controlling language for all

matters relating to the meaning or interpretation of this Contract.

4. Notices

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

5. Location:

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

6. Authorized Representatives

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

7. Taxes and Duties:

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

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

Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and / or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:

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

responsible under this Contract

8. Interpretation:

In the Contract, unless the context otherwise requires:

- The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated or replaced, from time to time.
- A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case maybe.
- A reference to any Applicable Law includes any amendment, modification, re- enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.
- In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

- The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no Proposal in the case of this Contract.
- References to a person (or to a word importing a person) shall be construed so as to include:
 - a) Individual, firm, partnership, trust, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

9. Commencement, completion, modification and termination of contract

- Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the SC.
- Commencement of Services: The Consultants shall commence the Services within 15 days of issue of LoA or any date prior to that, notified by the Client.
- Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.
- Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

10. Force Majeure

- Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
- No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall

not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

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

- Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- Payments: During the period of their inability to perform the Services as a result of an event of Force majeure, the Consultants shall not be paid under the terms of this Contract. The consultant will receive the payment for only those deliverables which has been submitted and approved by the client.

11. Termination

- By the client: The Client may terminate this Contract, by not less than fourteen (14) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:
 - a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of thirty (30) days, after being notified or within such further period as the Client may have subsequently approved in writing;
 - b) within fifteen (15) days, if the Consultants become insolvent or bankrupt;
 - c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
 - d) within fifteen (15) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;

- e) within fifteen (15) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
 - f) within fifteen (15) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
 - g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.
- By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
 - a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
 - b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days. Ongoing Covid 19 pandemic shall not be taken as Force Majeure for this purpose.

12. Cessation of Rights and Obligations:

- Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in GCC and (v) any right which a Party may have under the Applicable Law.
- Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the

Client, the Consultant shall handover all project documents under procedure described in this contract.

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

13. Obligations of the Consultants

- General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.
- Conflict of interest
 - The Consultant shall promptly disclose any Conflict of Interest to the Client. For the

avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.

- Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.
- Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.
- Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contract, such other activities as may be specified in the SC.
- Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- Consultant's Actions Requiring Client's Prior Approval: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
 - a) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - b) any other action that may be specified in the SC.

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

14. Consultant's personnel

- Description of Personnel
 - The titles agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource

pool are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and / or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.

- If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

- **Removal and / or Replacement of Team Member**

- Since this is a long-term contract, some staff attrition in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultant's control, the consultant will be allowed to fill the critical vacancy for temporary periods with approval of GUDM
- If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- Any of the Personnel provided as a replacement under Clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

15. Obligations of the client

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

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

16. Settlement of disputes

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

17. Deployment of Consultant's personnel

- In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 20% deduction for non-deployment should be in addition to remuneration amount of the Expert (i.e., 1.20 times of remuneration rate accepted for such expert) and proportionate fixed component based on the remuneration shall be done for the period of non-deployment.
- If the Additional service of Expert(s) is required for carrying out services, the additional amount shall be payable to the Consultant for the approved period of deployment of the additional Expert based on the unit remuneration.
- The deployment of the Experts shall be counted for the duration of the availability of the personnel at the Location of Services. One man-month equals twenty-two (22) working days with one (01) working day shall be not be less than eight (08) hours.

18. Professional Indemnity Insurance

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

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

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

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

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

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

19. Arbitration

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

If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

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

20. Liquidated damages

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

21. Representation, warranties and disclaimer

The Consultant represents and warrants to the Client that:

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

furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

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

Particular Conditions of Contract

Particular Conditions of the Contract (PCC)

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

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

be payable to the Consultant. However, the accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of tender from:

- a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or
- in the judicial or official governmental interpretation of such laws; or
- the commencement of any Indian law which has not entered into effect until the date of submission of tender; or
- any change in the rates of any of the taxes that have direct effect on the contract

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

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

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

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

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

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