



Guwahati Smart City Limited

Request for Proposal (RFP)

for

Selection of Program Management Consultants to “Design, Develop, Manage, Implement Smart City Projects under Smart City Mission (SCM) in Guwahati City (Assam)”

RFP Ref No: SPV/GSCL/GEN/21/2016/PT-II/01,

Dated: 20.09.2021

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1 Bid Schedule

1.	Tender Inviting and Tender Accepting Authority	Managing Director, Guwahati Smart City Limited
2.	Name of the work	Selection of Program Management Consultants to “Design, Develop, Manage, Implement Smart City Projects under Smart City Mission (SCM) in Guwahati City(Assam)”
3.	RFP Reference	SPV/GSCL/GEN/21/2016/PT-II/01
4.	RFP Type	Single stage, Two part Biding system - comprising of Technical Bid and Financial Bid.
5.	Pre-bid meeting date time and venue	30/09/2021 at 3.00 P.M O/o Managing Director, Guwahati Smart City Limited, 4 th Floor, Aditya Tower, Near Novotel Hotel, Downtown, Dispur, Guwahati-6
6.	Availability of RFP Documents	Download from https://assamtenders.gov.in and in Guwahati Smart City Limited website: (www.gscl.assam.gov.in) Online Tender Submission only on https://assamtenders.gov.in
7.	Contact Information for requesting Clarification	MD, GSCL e-mail: mdsmartguwahati@gmail.com
8.	Last date, Time and office of submission of bids	Upto 21/10/2021 upto 3.00 P.M The bidders must possess Digital Signature certificate and submit the bids online in the Assam e-procurement portal i.e. https://assamtenders.gov.in only Bids submitted beyond the due date and time shall not be accepted by the tender inviting authority and shall be summarily rejected.
9.	Opening of Bid	On 22/10/2021 at 3.00 P.M In the O/o Managing Director, Guwahati Smart City Limited, 4 th Floor, Aditya Tower, Near Novotel Hotel, Downtown, Dispur, Guwahati-6

10.	Opening of Price Bid	This will be intimated only to the technically qualified bidders
11.	Bid Validity	180 days from the date of opening of the bid
12.	Technical Proposal covering letter	To be signed by Authorized signatory of the organization.
13.	Contract Period	Minimum 2 years extendable upto 5 years subject to existence of GSCL

2 Introduction

The Government of India has announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Guwahati is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Guwahati Smart City Limited (GSCL) is a Special Purpose Vehicle for implementing the Smart City mission at the city level.

2.1 Key Stakeholder Roles

The following table maps are roles against the key stakeholders

#	Stakeholder	Roles
1.	Managing Director, Guwahati Smart City Limited	Project Owner & Tender Inviting Authority
2.	Guwahati Smart City Limited (GSCL)	Financing cum Facilitating Agency
3	Programme Management Consultants	Part of GSCL who would aid in overall monitoring and compliances towards Smart City Mission directives for the Guwahati city.
4	Program Management Consultants for Smart City Project	Monitoring of the work being carried out by Project Management Consultant & aiding GSCL in the overall smart city program management
	Project Management Consultants	Monitoring of the work being carried out by the System Integrator selected to Implement the Smart City Project. Assist the client in fast tracking the project and adhering to the compliances.
5	System Integrator	Agency appointed for Implementing, Commissioning, Operating and Maintaining the Smart City Project
6	Citizens of Guwahati	Primary users of these civic facilities.

3. Instruction to the Bidder

3.1 General Instruction

- a) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of the Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- b) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- c) The Bidder should be fully and completely responsible for all the deliverables.
- d) Bids can be downloaded from the Government website <https://assamtenders.gov.in> free of cost.

3.1.1 Procedure for e-procurement

1. Bidder should do the registration in the e – tender site using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/n Code etc. The list of address of the DSC vendors can be seen in <https://assamtenders.gov.in>
2. Bidder then should login to the site using user id and the corresponding passwords.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. After downloading the tender schedules, the Bidder should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
5. If there are any clarifications, this may be obtained online through the e-tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
6. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in the prescribed format.
7. The bidder should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.

8. The Bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
9. Bidders seeking exemption from payment of EMD, as per existing Government Orders, and choosing e-submission option shall access the relevant option available in the e-submission format and submit scanned copy of related documents without fail.
10. The details of the bid security document should be submitted physically before the opening the tender. The scanned copies furnished at time of e-submission and the original bid security should be the same otherwise the tender will be summarily rejected.
11. The Tender Inviting Authority will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
12. The online Bidding super scribed as “Technical Bid” contains Scanned copy, Bid Security, Pre-Qualification Documents and Tender document furnished to be submitted in the online bidding. The Tender document furnished by uploaded in the PDF format should not be changed or converted to any other format while submitted in the online bidding
13. The online bidding super scribed as “Price Bid” contains Price Bid Documents.
14. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid and then scanned copy of the Bid shall be submitted in the online bidding.
15. The tendering system will give an acknowledgement Message only after successful uploading of all the required bid documents. The acknowledgement is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted.
16. The acknowledgement should be printed and to be kept as a token of the submission of the bid. The acknowledgement will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
17. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.

3.2 Language of Bids

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only.

3.3 Language of supporting documents

In case, any of the certificates, supporting documents are written in any language other than English, it is the responsibility of the bidder to provide the self-certified copy of the English translated version. Evaluation committee team will only refer to the English version of any such documents.

3.4 Letter of Authorisation

A letter of Authorisation from the organization authorising the Tender Signatory should be submitted in the Technical Bid. The Bids received without the Letter of Authorisation will be summarily rejected. The Letter of Authorisation for the signatory shall be submitted under the company's letter head.

3.5 Clarifications and Amendment

A prospective Bidder requiring any clarification in this RFP may notify by letter or by Fax or by Email. The RFP Inviting Authority will respond to any request for clarifications in the Tender. Any changes will be notified by Tender Inviting Authority to the Bidders in the web site.

3.6 Pre-Bid meeting

The Pre-Bid Meeting will be held as per schedule prescribed in the Bid schedule of this RFP

Pre-bid meeting will also be conducted online & Offline. BIDDERS who wish to attend the pre-bid meeting through the online mode may do so by the link to be provided by GSCL. The link will be provided at least one day prior to the pre-bid meeting.

Link to attend the pre-bid meeting through online mode will be provided to the bidders who submit their pre-bid queries within the date and time stipulated in the RFP

Offline Meeting will be conducted in GSCL Office, Guwahati.

3.7 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting authority or Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award. Any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting authority or Tender Inviting Authority or Tender Scrutiny Committee shall be sufficient reason to disqualify the Bidder.

- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.8 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. The Tender Inviting Authority will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.9 Earnest Money Deposit (EMD)

The EMD shall be taken through the Assam Tenders Portal at Rs Five Lakhs only (Rs 5,00,000/-). This EMD shall be returned to all un-successful bidders post the award of contract to the successful bidder under this RFP. The EMD for successful bidder shall be returned post the receipt of Performance Bank Guarantee (PBG) from the successful bidder. Every bidder shall submit one EMD.

3.10 Deadline for submission of bids

Bids must be received by the Authority at the address specified above not later than the date as indicated in Notice Inviting Tender. In the event of the specified date for the submission of bid is declared as a holiday for the Authority, the Bids will be received upto the appointed time on the next working day.

The Authority may extend the deadline for submission of bids by issuing an amendment in accordance with section 1, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

3.11 Signing the Bid

The Bid shall be neatly typed and signed by the bidder or authorised signatory of the Bidder. All pages of the bid shall be signed and stamped by the authorised signatory. Any alterations, deletions or overwriting will be treated as valid only if they are attested by the full signature by the authorised signatory.

3.12 Mode of Submission of Bids

Bids must be submitted online on or before bid submission date prescribed in the section 1 – Bid Schedule of this RFP. Technical Bids received online adequately meeting the online bid submission requirement shall be opened in the office of Guwahati Smart City Ltd, Guwahati in the presence of the bidders who wish to participate in the tender. If the date of opening happens to be a holiday, the bids will be opened on the next working day at the same time and venue. The original Bid Security shall also be submitted to the tender inviting officer at the time of bid opening. The Bids received after due date and time or unsealed or incomplete or submitted by Facsimiles (FAX) will be summarily rejected.

3.13 Modification or withdrawal of Bids

The Bids once submitted may not be allowed to be modified or amended or withdrawn at any cost.

3.14 Acceptance and Withdrawals of Bids

The right of final acceptance of the Bids is entirely vested with the Tender Inviting Authority who reserves the right to accept or reject, any or all of the Bids in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Tender Inviting Authority to communicate with rejected Bidders. After acceptance of the Bid by Tender Inviting Authority, the bidder should have no right to withdraw his tender, or claim higher price. The Tender Inviting Authority may also reject any bid for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

3.15 Letter of Acceptance & Issue of Work Order

The Letter of Acceptance (LOA) of RFP is issued to the Successful Bidder by Tender Inviting Authority. This would be treated as commencement of the work for the successful bidder.

3.16 Bidders Declaration to be provided

Black-listing: Bidders should not hold any sanction / black-listing by any government /quasi government agency. The applying firm should not have been sanctioned /blacklisted during the past 5 years (even if the sanction /black-list was subsequently withdrawn). Bidder may attach a self-declaration stating the above as a part of this bid. Please refer Section 12– Annexure - Template for Declaration against Blacklisting for draft letter content.

3.17 Sub-contracting

Sub-contracting of entire scope of work is not allowed however bidder may use experts through sub-contracting with prior approval of Authority.

4. Bid Evaluation Process

4.1 Bid Opening

The Technical Bid will be opened on the date and time as specified in the Bid Schedule in the presence of the Bidders who choose to be present.

4.2 Bid Validity

The Bids submitted shall remain valid for a period specified in Section 1 of the Bid Schedule of this RFP. If the bid validity given in the received bid is lesser than the period specified, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the evaluation and issue of LOA or as requested by Tender Inviting Authority.

4.3 Bid Evaluation

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

4.3.1 Stage 1: Pre-Qualification

- a. Authority shall validate the Set 1 “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b. If the contents are as per requirements, Authority shall open the “Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in Section 4.4 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through web portal

subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

- c. Financial bids for those bidders for those meet both Pre-qualification & technical Evaluation Criteria. Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

4.3.2 Stage 2: Technical Evaluation

- a. "Technical bid" will be evaluated only for the bidders who succeed in Stage 1.
- b. Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 4.5
- d. Bidders may be asked to give demonstration of the envisaged solution to Authority as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e. Bidders should submit detailed – "*Approach & Methodology & Solutions proposed*"
- f. Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get **Technical Score of more than or equal to 80% in Technical Evaluation** will qualify for Commercial Evaluation stage.

4.3.3 Stage 3: Commercial Evaluation

- a. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

- c. Commercial bids that are not as per the format provided in Section 9 shall be liable for rejection.
- d. The bid price shall include all GST and levies and shall be in Indian Rupees and mentioned separately.
- e. Total Price shall be calculated based on the format provided in Section 9. Each of the Commercial bids shall be evaluated on a score of 100 points. The Commercial Score of the bidder shall be calculated with respect the lowest Total Price by any bidder. The methodology of Commercial Score shall be as follows.
- f. Commercial Score of the bidder under consideration
= (Lowest Total Price from all Commercial Bids / Total Price quoted in Commercial bid by the bidder under consideration) X 100

4.3.4 Stage 4: Total Bid Evaluation

- a. The Total Score shall be based on Quality and Cost based Evaluation (QCBS). Technical Score shall have 80 % weightage and Commercial Score shall have 20% weightage.
- b. The Total Score of the bidder = $0.8 * (\text{Technical Score}) + 0.2 * (\text{Commercial Score})$
- c. *The bidder achieving the highest Total Score shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest Total Score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.*

4.4 Pre-Qualification Criteria

To be considered qualified for evaluation of Technical Proposal, each Bidder should meet Pre-Qualification Criteria specified hereunder.

#	Pre-qualification criteria	Supporting Documents to be provided
1.	Bidder should be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office and in operation for a minimum period of 5 years as on 31 st March 2021 in India.	Copy of Incorporation certificate
2.	Bidder should have an average annual turnover from Consultancy business of at least Rs.100 Crore in the last 3 audited financial years.	Financial certificate by Chartered Accountant
3.	The bidder must have undertaken at least 1PMC project for any Smart Cities in India.	Copy of contract agreement from the client
4.	The bidder should not have been black-listed / debarred by any of the Government Sector Units in India as on the date of the submission of the Bid.	Self-declaration / Undertaking by bidder on its letter head.

4.5 Technical Evaluation Criteria

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence
Bidder's Experience Competence			40	
1.	Bidder shall have experience Government Sector consultancy with at least project value more than 1 crore in last 3 years India in the following domains i. Health / Sanitation ii. Energy / power iii. Surveillance / Safety / Police iv. Urban / Municipality v. Transport / Roads / Bridges	<ul style="list-style-type: none"> 1 mark for every project cited for specified domain; the cited projects should also confirm to the following pointers, <ul style="list-style-type: none"> a)Maximum of two projects per domain would only be considered b) One project should be cited /mapped for only one sector. If cited for more than one sector, then such projects shall be NOT considered for evaluation c) the minimum project value of cited projects should more than INR 1 crores 	10	Copy of Work Order
2.	Bidder shall have experience in rendering large Smart City program management for MoHUA GoI on min. consultancy	<ul style="list-style-type: none"> Project Value more than INR 10 crores – 10 marks project Value upto INR 5 crores – 5 marks project Value upto INR 3 crores – 3 marks 	10	Copy of Work Order
3.	Bidder shall have experience in rendering PMC consultancy service in smart cities in India projects. consultancy	<ul style="list-style-type: none"> >= 20 relevant projects – 20 marks upto 15 relevant projects – 15 marks Upto 10 relevant projects – 10 marks Upto 5 relevant projects – 5marks 	20	Copy of Work Order
Bidder's Financial Competence			20	
1	Bidder's minimum Average Annual Turnover from Consulting services last	<ul style="list-style-type: none"> > INR 1500 cr. – 10 marks >INR 750 cr &<1500 cr. – 5marks >INR 100 cr&<750cr. – 2 marks 	10	Certificate from Auditor

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documenta ry evidence
	3 audited FYs			
2	Bidder's minimum Average Annual Turnover from Government sector Consulting business in India for last 3 audited FYs	<ul style="list-style-type: none"> • >INR 250 cr. – 10 marks • INR 100– 250 cr. – 5 marks • INR 50 – 100 cr. – 2 marks 	10	Certificate from Auditor
Approach & Methodology			10	
1	Approach & Methodology	<ul style="list-style-type: none"> • Detailed Work Plan for Guwahati Smart City Ltd • Risk Assessment & Mitigation plan for Guwahati Smart City Ltd • Stage-wise customized Methodology for effective implementation • Project Team & resource-wise KPIs 	10	Relevant Content in the A&M section in the technical proposal
Project Key Resource Profiles			30	
1	Project Manager / Team Lead	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA – 1 mark • Tot. relevant Exp. : 15 Yrs - 5 marks • Experience of working in Urban Local Body/ Smart City Consulting Projects and managing large team: <ul style="list-style-type: none"> ▪ >3 Projects: 2marks ▪ 2 Projects or less: 1 mark • Prior Experience of Working in North East (at least 6 months): 1mark • Certificate: Valid PMP/ Prince2 Practitioner – 1 mark 	10	CVs as per the template provided in Section 12 – Annexure of this RFP
2	Project Management Consultant (1)	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA/MCA – 1 mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 12 years: 2 Marks ▪ 10 years to 12 years: 1 Mark • Prior Experience of working in North 	5	

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documenta ry evidence
		East(at least 6 months): 1 Mark • Certificate: Valid PMP/ Prince2 Practitioner – 1 Mark		
3	Project Management Consultant (2)	• Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA/MCA – 1 mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 12 years: 2 Marks ▪ Min. 12 years: 1 Mark • Prior Experience of working in North East(at least 6 months): 1 Mark • Certificate: Valid PMP/ Prince2 Practitioner – 1 Mark	5	
4	ICT Expert	• Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA/MCA – 1 mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 12 years: 2 Marks ▪ Min. 12 years : 1 Mark • Prior Experience of working ICT project in Smart Cities (at least 6 months): 1 Mark • Certificate: Valid ICT related certifications – 1 Mark	5	
5	Financial &Procurement Expert	• Qualification: <ul style="list-style-type: none"> ▪ MSc in Economics/CA / CMA – 1mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 8 years: 2 Marks ▪ Min. 8 years : 1 Mark • Prior Experience in Finance Modelling in Infrastructure and PPP: 1 mark • Certificate : Valid PPP / Procurement related certification	5	

5. Terms and Conditions

5.1 Award of Contract

Subject to Section 5.2, the Authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has highest score as prescribed in Section 4.3, 4.4& 4.5 of this RFP.

5.2 Rejection of Tender

The Tender Inviting Authority reserves the right to reject the received bid(s) at any time before the award of the contract without stating any reasons to concerned bidders. As per The Tamil Nadu Transparency in Tender Act 1998, if at any time before the acceptance of tender, the Tender Inviting Authority receives information that a tenderer who has submitted tender has been banned by any procuring entity, the Tender Accepting Authority shall not accept the tender of that tenderer even if it may be the lowest tender.

5.3 Assigning of Tender whole or in part

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder shall not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of Tender Inviting Authority.

5.4 Release of Work Order

An exclusive Work Order will be issued to the Successful Bidder by Tender Inviting Authority. The payment will be released to the Successful Bidder based on the work awarded and actual work rendered only.

5.5 Nominating Team leader

The Successful Bidder should nominate and intimate Tender Inviting Authority the Team Leader, who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager/Team Leader fully familiarises with the Tender Conditions, Scope of Work and deliverables.

5.6 Liquidated Damages (LD)

- a) Liquidated Damage will be levied at the rate of 1% per week subject to a maximum of 2% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.
- b) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions given below.

- i. Extension of time may be permitted to complete the work after due verification of the circumstances.
- ii. Additional resources will be requested for speeding up the work.
- iii. Liquidated Damages will be levied.
- iv. Contract with the Successful Bidder may be terminated as per the Termination clause.
- v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

5.7 Penalty for Non-Fulfilment of Tender

The Penalty shall be in accordance with the Liquidated Damages prescribed in the section 5.6 of this RFP.

5.8 Termination of Contract

- a) Tender Inviting Authority may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminating the contract in whole or part,
 - (i) if the Successful Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract, or within any extension thereof granted by Tender Inviting Authority; or
 - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - (iii) if the Successful Bidder has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority any additional financial commitments for such similar services capped to total amount paid to the Service Agency. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.
- c) Tender Inviting Authority may at any time terminate the Contract by giving written notice with a notice period of 30days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Tender Inviting Authority.
- d) The notice of termination shall specify the termination is for Tender Inviting Authority's convenience, the extent to which performance of work under the contractor is terminated and the date upon which such termination becomes effective. On termination, the Successful Bidder is entitled for compensation to the extent of work done till the date of termination.

5.9 Force Majeure Clause

Neither Tender Inviting Authority nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

5.10 Legal/Arbitration Clause

- a) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or breach thereof, the same shall be decided by a Arbitrator to be appointed by the Tender Inviting Authority.
- b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Tender Inviting Authority. The Arbitrator so appointed shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- f) The venue of the arbitration shall be Guwahati, Assam and the language shall be English.
- g) The fees of the arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory amendments or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- i) Subject to the above, the Courts in Guwahati, Assam alone shall have the jurisdiction in this matter.

5.11 Performance Bank Guarantee

The successful bidder shall furnish Performance Guarantee in the form of Bank Guaranty from a scheduled bank amounting to 10% of the quoted value. The same should be submitted within 10 days of issue of the Letter of Acceptance (LOA).

5.12 Conflict of Interest

The bidding organisation shall have no direct conflict of Interest for rendering consultancy service for this assignment to Guwahati Smart City Ltd.

5.13 Working Modalities

The bidder will be expected to have a local office/person in the same city throughout the duration of the proposed project.

5.14 Consortium Bids

Consortium bids are not allowed.

6. Scope of work

The objective of the assignment is to provide direct assistance to Guwahati Smart City Limited to manage and implement Smart City Projects as per Smart City Mission Guidelines.

The scope of Program Management Consultant (PMC) under the proposed mission will be divided into two broad components namely (i) Overall Program Management Guwahati Smart City Limited, (ii) Supervision of Project Managements Consultants who drive individual projects envisaged by Guwahati Smart City Limited.

The Projects being undertaken by GSCL for which New PMC is being onboarded is as follows:

S.No	Project Name	Value (In Crores)	Deliverables for the Projects	Remarks
1.	Brahmaputra River Front	308	Bid Evaluation, Contract Management, Project Implementation, Project Physical Progress monitoring, Vendor Bill Approvals	Milestone linked Pay Out release for every month based on the Submission of Monthly Progress Report
2.	Integrated Traffic Management System	100	Bid Evaluation, Contract Management, Project Implementation, Project Physical Progress monitoring, Vendor Bill Approvals	
3.	LED Street Lighting of Spine Roads	52	Bid Evaluation, Contract Management, Project Implementation, Project Physical Progress monitoring, Vendor Bill Approvals	
4.	Project Jyothi Phase II	22	Bid Evaluation, Contract Management, Project Implementation, Project Physical Progress monitoring, Vendor Bill Approvals	
5.	Light & Sound Show at Gandhi Mandap	8	Bid Evaluation, Contract Management, Project Implementation, Project Physical Progress monitoring, Vendor Bill Approvals	
6.	Welcome Gate	3	Bid Evaluation, Contract Management, Project Implementation, Project Physical Progress monitoring, Vendor Bill Approvals	

PMC shall operate full-fledged with all its Key Experts and Supporting Staff from their Project Office in Guwahati. Without limiting the scope, the PMC shall be responsible for the following tasks:

Support in Procurement:

- Assist Guwahati Smart City Limited (GSCL) in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidder's queries, assist in bid evaluation, selection of contractors/ implementing agencies
- Assist GSCL in prepare contract documentation to include Letter of Invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with GSCL.
- Assist GSCL in preparation / review of draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing (if applicable), design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non-performance of contractual obligations.
- Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract (s).
- Assist GSCL in preparation of Financial Modellings and conducting Financial Assessments.

Project Implementation Monitoring & Evaluation:

The Program Management Consultant (PMC) shall monitor the projects envisaged by Guwahati Smart City Limited through the respective project management consultants for each of the projects.

- Assist GSCL to conduct stakeholder consultation during design and implementation process.
- Provide Technical advisory and guidance to the Guwahati Smart City Limited for modern procedures and guidelines for project implementation and management in general.
- Assist GSCL in Contract administration and Management
- Assist GSCL in scrutinizing the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- Assist GSCL in procurement of agencies for assessing construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- Assist in procurement of agencies for assessing the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- Assist in procurement of agencies for formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.

- Assist in procurement of agencies for carrying out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- Assist in procurement of agencies for supervising the construction of various contract packages for related outputs of the Program. Such agency called project management consultants, who shall
 - Record the work measurement and authorized representative of SPV will certify the contractor's bill and recommend for making payments to Guwahati Smart City Limited. Such agencies shall assist the Guwahati Smart City Limited in interim and final certification of the bills of payment.
 - Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by Guwahati Smart City Limited
 - Review and finalize the "as built" drawings submitted by Contractor;
 - Assist the Guwahati Smart City Limited in issue of completion certificates;
 - Inspect the works at appropriate intervals during defect liability period and certification issue;
- Prepare on behalf of Guwahati Smart City Limited monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to Guwahati Smart City Limited
- Assist Guwahati Smart City Limited in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Guwahati Smart City Limited
- Assist GSCL in maintaining project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
- Assist GSCL in implementing procedure for timely payments to the implementing agency(ies) and monitor for compliance.
- Support Guwahati Smart City Limited in overall Smart City Program Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- Support Guwahati Smart City Limited to meet compliance requirements as and when required.
- Support Guwahati Smart City Limited in documentation and presentation of outputs.
- Support Guwahati Smart City Limited in Capacity building plan and Change Management Plan preparation
- Assist GSCL in Monitoring and maintaining issue tracker and keep on updating the status of all risks and issues from time to time.

PAN City Projects:

- Assist GSCL in
 - Develop the project plan and project charter
 - Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoUD/ (GoI) etc.
 - Co-ordinate DPR submissions/approvals of SI.
 - Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
 - Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
 - Prepare Capacity building plan and Change Management Plan
 - Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
 - Suggest and co-ordinate capacity building needs and training programs.
 - Verify the POC (proof of concept before implementation) of the given solution of the project is successful.
 - Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
 - Defining the escalation mechanism for timely resolution of issues & risks.
 - Co-ordinate for software testing agencies such as STQC certification or any other certification required as per Govt. directive.
 - SLA monitoring and suggest changes in SLAs, if required
 - Monitoring the performance of the Master System Integrator against the base project plan
 - Monitoring the performance of the overall system in terms of availability & efficiency against the Monthly Progress report
 - Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
 - Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
 - Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.
 - Monitoring the deployment and commissioning of necessary hardware:
 - Monitoring installation and commissioning of ICT infrastructure
 - Monitor the facility management services and help desk of the SI, to ensure system uptime.

- Provide fortnightly reports to SPV for the status of implementation till “go-live”.
- Assist GSCL in engaging software testing agencies such as STQC / equivalent for Audit- or any other certification like ISO:
 - The Consultant will be responsible to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
 - The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification.
 - Support SPV for monitoring of the compliance of the contractual obligations of the SI.
 - Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
 - Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
- Assist GSCL in reviewing the work of System Integrator and recommend milestone achievements (for payments) to the SPV.
- Assist GSCL in reviewing project progress & successful completion of the Project through respective project management consultant
- Assist GSCL in documentation and handing over to GSCL/ any other agency as decided by the Client.
- Assist GSCL in providing smooth Exit Management support.

Furthermore, PMC shall ensure continuity of projects from the stage at which the above mentioned GSCL projects stand on date of issue of Work Order of new PMC.

7. Project Deliverables with Timelines and Payment Schedule

The Program Management services are proposed for a contract period as defined in the bid schedule in Section 1.

#	Deliverable	Timeline	Payment
7.	Monthly Progress Report of the PMU services rendered for the month	Within end of 1 st of following month	<ul style="list-style-type: none"> Milestone linked Pay Out release for every month based on the Submission of Monthly Progress Report The monthly payment would be equal to “monthly equally amortised amount” (i.e. total quoted month / 24 months)

8. Key Resource Requirement

The minimum resource requirement for this tender is as follows, however this is minimum requirement and hence bidders are free to provide additional resources if deemed necessary

#	Resource Role	Min. No of Resources	Requirement
1.	Team Leader	1	Minimum qualification as specified in the Section 4.3.2 of this RFP
2	Project Management Consultant	2	
3	Technical Expert	1	
4	Finance Expert	1	

Note:

- The above tabulated resources are indicated resources strength however the consultant shall optimally plan deployment on need basis for effectively meeting this project requirements.
- The bidders can bring additional resources deemed necessary to successfully meet the project requirements within the quoted contract price.

- *The resource shall be scrutinised as part of Technical Evaluation Criteria as prescribed in section 4.3.2 of this RFP*

8.1 Program Management Team (PMC) Team

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “key personnel”).

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

8.1.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. In any such case, the Authority's prior written consent would be mandatory.

8.1.2 Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to Authority of the date of each evaluation of each member of the Key Personnel. Authority shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to Authority, subject to Applicable Law.

8.1.3 Replacement

In case any proposed resource resigns, then the Bidder has to inform Authority within one week of such resignation. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority. Before assigning any

replacement member of the Key Personnel to the provision of the Services, Bidder shall provide Authority with:

- a. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Authority; and
- b. An opportunity to interview the candidate.

The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.

9. Price Bid:

The Price Bid has to be quoted in the prescribed format as per Section 10 of this RFP. The breakup details of consultancy charges quoted herewith may be sought as a part of negotiations by the Tender Inviting Authority.

10. Format for Price BiD [DELETED]

11. Model Form of Contract

AGREEMENT FOR CONSULTANCY SERVICES

This Agreement (hereinafter called the “Agreement”) is made on the _____ day of the _____ 2021

By

&

BETWEEN

_____ having its office at _____ (hereinafter called “Client”, which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part;

AND

_____, a private limited company, incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter called the “Service Agency”, which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part;

Client and the Service Agency are hereinafter collectively referred to as “Parties” and individually as a “Party”.

WHEREAS

- a) Client issued a Work Order being No. _____ dated _____ (hereinafter “Work Order”) for engaging the Service agency for certain service relating to _____ on the basis of the Proposal submitted by the Service Agency on _____ (hereinafter “Proposal”);

- b) The Parties have agreed to enter into this Agreement to govern the way in which the Service Agency shall provide the services to Client.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND

VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. DOCUMENTS FORMING PART OF THIS AGREEMENT

The following documents which referred in this Agreement shall form an integral part of this Agreement:

- a) Work Order;
- b) Proposal;
- c) Service Agency's scope of Work and Responsibilities – (*as per Scope of Work in Section 6 of the RFP*)
- d) This entire Tender Document

2. PRECEDENCE OF DOCUMENTS

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the abovementioned documents, the documents shall have priority in the following order:

- (a) Terms and conditions mentioned in this Tender Document;
- (b) Work order;
- (c) Proposal.

3. PROVISION OF SERVICES AND PAYMENT

The mutual rights and obligations of the Client and the Service Agency shall be as set forth in the Agreement. In particular:

- (a) The Service Agency shall provide Services to the Client in accordance with the scope of work specified in the Work Order, Section 6 and Proposal.
- (b) In consideration of the services to be provided by the Service Agency, the Client shall make payments to the Service Agency in accordance with clause 7 of this Agreement.

4. TERM OF AGREEMENT

This Agreement shall be effective from the date of signing of this Agreement (the "Effective Date") and unless terminated earlier, shall continue in force and effect for a contact period (24 months extendable upto 60 months) from the Effective Date.

5. TERMINATION

- a) Either Party may terminate this Agreement by giving written notice to the other Party if (i) the other Party materially breaches the provisions in the Agreement and does not remedy the breach within 30(thirty) days of receipt of such written notice, or (ii) the other Party appears likely to be unable to pay its debts or become insolvent, or (iii) continuously cause breach of applicable law or regulation.
- b) Upon early termination of the Agreement, Client shall pay for all services performed by the Service Agency till the date of termination in accordance with the Payment Schedule mentioned in Clause 9 of this Agreement.

6. STANDARD OF PERFORMANCE

- (a) The Service Agency shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
- (b) The Service Agency shall perform the services specified at Section 6, which is made an integral part of this Agreement
- (c) Notwithstanding anything contrary contained in the Agreement, the Service Agency shall not be liable for any liquidated damages, penalty or termination on account of non-receipt of bids in response to any RFP prepared by Service Agency as part of deliverables under this Agreement. The Service Agency shall under no circumstances be required to make, issue or assist in any way in making more than one RFP or make amends to the RFP once the last date for submission of response to the respective RFP has elapsed unless otherwise agreed by the Service Agency in writing on mutually agreed terms and conditions. It is expressly agreed that the Client will pay Service Agency for preparation of the RFP whether issuance of such RFP amounts to selection of vendor or not case.

7. INTELLECTUAL PROPERTY RIGHTS

Subject to payment of professional fees as provided in Clause 7 of this Agreement, all plans, drawings, specifications, designs, reports, other documents and reports prepared by the Service Agency for the Client under this Agreement shall become and remain the property of the Client. The Service Agency may retain a copy of such documents, but, except as otherwise required under any law, shall not use anywhere, without taking permission, in writing, from Client and Client reserves right to grant or deny any such request. For the avoidance of doubt it is hereby clarified that (a) Service Agency shall continue to retain ownership over its pre-existing intellectual property rights to the extent the same is incorporated into the deliverables; (b) Service Agency shall continue to retain ownership over its draft deliverables/internal working papers; (c) subject to Service

Agency's confidentiality obligations under this Agreement, Service Agency shall have the right to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Service Agency shall provide Client with a non-exclusive and non-transferrable license to use such pre-existing intellectual property rights (to the extent incorporated in the reports and other artefacts) for Client's internal use only. It is clarified that the confidentiality obligations under this Agreement will not apply to information which is already in the public domain or is available/collected/collated/developed by the Service Agency independently of this Agreement.

8. OBLIGATIONS OF CLIENT

Client will support with input requirements and facilitate the Service Agency for all the services being planned. In order for Service Agency to advise Client properly, Client will make sure (i) any information given to Service Agency by Client, or anyone else working with or for Client, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumption are appropriate. Client acknowledges that Service Agency is under no obligation to verify the information given to Service Agency relating to the services.

Furthermore at the request of the Service Agency and whenever required, the client shall provide the following to the Service Agency to ensure seamless completion:

- (a) Dedicated formally created steering committee who will interact with the Service Agency and help address their issues and for attending scheduled meetings.
- (b) Appropriate office space and infrastructure during visits.
- (c) Management support for performing the tasks which shall review the work at intervals and provide necessary support.

9. LIMITATION OF LIABILITY

The entire and collective liability of Service Agency for all claims connected with this Agreement (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the total contract value paid for the services and deliverables provided under this Agreement. Service Agency shall not be liable for any indirect or consequential losses of any nature whatsoever or for loss of corruption of data from Client's systems or for loss profits, goodwill, business opportunity, anticipated savings or benefits.

10. SETTLEMENT OF DISPUTES

- (a) Amicable Settlement

If during the subsistence of the present agreement, Parties have differences or disputes on any matter directly or indirectly related to and/or connected with this Agreement, the same would be resolved by mutual consultations and for which purpose the Parties shall engage with each other.

(b) Arbitration:

In case the attempt to resolve differences and disputes does not result in amicable settlement within 21(twenty one) days of such reference then, either Party may as per its position initiate disputes redressal by means of arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendments. The arbitration shall be presided upon by a arbitrator to be appointed by the mutual consent of the Parties. The venue of such arbitration shall be in _____ and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be English. The decision of the arbitrator shall be final and binding on the Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by Client and the Service Agency. However, the expenses incurred by each Party, in connection with the preparation, presentation of the documents shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for such award.

11. GOVERNING LAW AND JURISDICTION

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the state of India (“Applicable Law”). Subject to clause 11 above, the Courts of _____ shall have exclusive jurisdiction.

12. MISCELLANEOUS PROVISIONS

- i. Any time lost due to unforeseen and unavoidable circumstances on which neither the Service Agency nor the Client has any control, will not be attributable to either Party.
- ii. Neither Party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other Party.
- iii. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- iv. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other

breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

- v. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- vi. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- vii. No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control.
- viii. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

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

<p>SIGNED for and on behalf of _____</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p>	<p>SIGNED for and on behalf <successful bidder name>.</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p>
---	--

Witness: _____	Witness: _____
Name: _____	Name: _____
Place: _____	Place: _____
Date: _____	Date: _____

12. Annexure

12.1 Template for Cover Letter for Technical Proposal Technical Bid Covering Letter

To,

_____.

_____.

_____.

Subject: Submission of the Technical bid

- vide -///2021

Dear Sir,

We, the undersigned, offer to provide Consultancy Services to _____ with reference to your Request for Proposal, **RFP No. ///2021**. We are hereby submitting our Technical Proposal, which includes Minimum Eligibility criteria and Technical Evaluation System as per RFP requirement.

We hereby declare that all the information and statements made in this Proposal are true and correct to our knowledge.

We have read all the terms and conditions mentioned in the Tender Document.

We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorized Signatory)

Name:

Designation:

Address:

Date:

Sign & Seal

12.2 Template Performance Bank Guarantee

To:

The _____,
_____,

Bank Guarantee No.

Amount of Guarantee:

Guarantee covers from

Last date for lodgement of claim:

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to _____(hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <**Name of Bank**> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of

Rs.<Insert Value>(Rupees<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

12.3 Template for Declaration against Blacklisting

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To:

The _____,

Subject: Self Declaration of not been blacklisted in response to the RfP for Selection of Program Management Consultants for “_____” – vide – RFP No. //2021

Dear Sir,

To the best of its knowledge, _____ has not been earlier blacklisted for the work performed by it nor is under pending litigation/action, suit, proceeding or investigation by any State/UT Government or Central Government/department/agency(ies)/any Indian tribunal in India which it believes restricts its ability from participating in bidding process

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

12.4 Template for Curriculum Vitae (CV)



1. **Profile Expertise positioned for:**
2. **Name of Firm:**
3. **Name of Staff:**
4. **Contact Details:**
5. **Designation:**
6. **Areas of Expertise:**
7. **Date of Birth:**
8. **Years with the Firm:**
9. **Total Years of Experience:**
10. **Nationality:**
11. **Education:**

S.No.	Degree Obtained	Institution	Period of Study

12. **Key Qualifications:**
13. **Membership of Professional Associations:**
14. **Total Years of Experience**
15. **Total years of related Experience**
16. **Professional Certifications:**
17. **Other Training:**
18. **Countries of Work Experience:**
19. **Languages:**

S.No.	Languages	Speak	Read	Write

20. Employment Record:

From/To	
Employer	
Position held	•
Key Duties Assigned:	•

From/To	
Employer	
Position held	
Key Duties Assigned:	

From/To	
Employer	
Position held	
Key Duties Assigned:	

From/To	
Employer	
Position held	
Key Duties Assigned:	•

21. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

a. Capability Expertise

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities performed:	•

b. Capability Expertise

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	•
Positions held:	
Activities performed:	•

Certification

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

Date:

Place:

Name & Signature of the candidate:

Name & Signature of Authorized Signatory of the firm:

12.5 Checklist for Pre-Qualifications Criteria

#	Pre-qualification criteria	Supporting Documents to be provided	Compliance Yes / No
1.	Bidder should be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 or Proprietary firm with their registered office and in operation for a minimum period of 5 years as on 31 st March 2021 in India.	Copy of Incorporation certificate	
2.	Bidder should have an average annual turnover from Consultancy business of at least Rs.100 Crore in the last 3 audited financial years.	Financial certificate by Chartered Accountant	
3.	The bidder must have undertaken at least 1 PMC project for any Smart Cities in India.	Copy of contract agreement from the client	
4.	The bidder should not have been black-listed / debarred by any of the Government Sector Units in India as on the date of the submission of the Bid.	Self-declaration / Undertaking by bidder on its letter head.	

12.6 Checklist for Technical Evaluation Qualifications Criteria

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence	Compliance (Yes / No) & page reference
Bidder's Experience Competence			40		
1.	Bidder shall have experience Government Sector consultancy with atleast project value more than 1 crore in last 3 years India in the following domains i. Health / Sanitation ii. Energy / power iii. Surveillance / Safety / Police iv. Urban / Municipality v. Transport / Roads / Bridges	<ul style="list-style-type: none"> • 1 mark for every project cited for specified domain; the cited projects should also confirm to the following pointers, a) Maximum of two projects per domain would only be considered b) One project should be cited /mapped for only one sector. If cited for more than one sector, then such projects shall be NOT considered for evaluation c) the minimum project value of cited projects should more than INR 1 crores 	10	Copy of Work Order	
2.	Bidder shall have experience in rendering large Smart City program management for MoHUA GoI on min. consultancy	<ul style="list-style-type: none"> • Project Value more than INR 10 crores – 10 marks • project Value upto INR 5 crores – 5 marks • project Value upto INR 3 crores – 3 marks 	10	Copy of Work Order	

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence	Compliance (Yes / No) & page reference
3.	Bidder shall have experience in rendering PMC consultancy service in smart cities in India projects. consultancy	<ul style="list-style-type: none"> • ≥ 20 relevant projects – 20 marks • upto 15 relevant projects – 15 marks • Upto 10 relevant projects – 10 marks • Upto 5 relevant projects – 5marks 	20	Copy of Work Order	
Bidder's Financial Competence			20		
1	Bidder's minimum Average Annual Turnover from Consulting services last 3 audited FYs	<ul style="list-style-type: none"> • $> \text{INR } 1500 \text{ cr.}$ – 10 marks • $> \text{INR } 750 \text{ cr.} \ \& \lt; \text{INR } 1500 \text{ cr.}$ – 5 marks • $> \text{INR } 100 \text{ cr.} \ \& \lt; \text{INR } 750 \text{ cr.}$ – 2 marks 	10	Certificate from Auditor	
2	Bidder's minimum Average Annual Turnover from Government sector Consulting business in India for last 3 audited FYs	<ul style="list-style-type: none"> • $> \text{INR } 250 \text{ cr.}$ – 10 marks • $\text{INR } 100 - 250 \text{ cr.}$ – 5 marks • $\text{INR } 50 - 100 \text{ cr.}$ – 2 marks 	10	Certificate from Auditor	
Approach & Methodology			10		
1	Approach & Methodology	<ul style="list-style-type: none"> • Detailed Work Plan for _____ • Risk Assessment & Mitigation plan for _____ • Stage-wise customized Methodology for effective implementation • Project Team & resource-wise KPIs 	10	Relevant Content in the A&M section in the technical proposal	
Project Key Resource Profiles			30		

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence	Compliance (Yes / No) & page reference
1	Project Manager / Team Lead	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA – 1 mark • Tot. relevant Exp. : 15 Yrs - 5 marks • Experience of working in Urban Local Body/ Smart City Consulting Projects and managing large team: <ul style="list-style-type: none"> ▪ >3 Projects: 2marks ▪ 2 Projects or less: 1 mark • Prior Experience of Working in North East (at least 6 months): 1mark • Certificate: Valid PMP/ Prince2 Practitioner – 1 mark 	10	CVs as per the template provided in Section 12 – Annexure of this RFP	
2	Project Management Consultant (1)	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA/MCA – 1 mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 12 years: 2 Marks ▪ 10 years to 12 years: 1 Mark • Prior Experience of working in North East(at least 6 months): 1 Mark • Certificate: Valid PMP/ Prince2 Practitioner – 1 Mark 	5		
3	Project Management Consultant (2)	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and 	5		

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence	Compliance (Yes / No) & page reference
		<p>MBA/MCA – 1 mark</p> <ul style="list-style-type: none"> • Overall Experience: <ul style="list-style-type: none"> ▪ More than 12 years: 2 Marks ▪ Min. 12 years: 1 Mark • Prior Experience of working in North East(at least 6 months): 1 Mark • Certificate: Valid PMP/Prince2 Practitioner – 1 Mark 			
4	ICT Expert	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ BE / B.Tech and MBA/MCA – 1 mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 12 years: 2 Marks ▪ Min. 12 years : 1 Mark • Prior Experience of working ICT project in Smart Cities (at least 6 months): 1 Mark • Certificate: Valid ICT related certifications – 1 Mark 	5		
5	Financial & Procurement Expert	<ul style="list-style-type: none"> • Qualification: <ul style="list-style-type: none"> ▪ MSc in Economics / CA / CMA – 1 mark • Overall Experience: <ul style="list-style-type: none"> ▪ More than 8 years: 2 	5		

#	Criteria/Sub Criteria	Marking System	Max Marks	Supporting documentary evidence	Compliance (Yes / No) & page reference
		<p>Marks</p> <ul style="list-style-type: none"> ▪ Min. 8 years : 1 Mark • Prior Experience in Finance Modelling in Infrastructure and PPP: 1 mark • Certificate : Valid PPP / Procurement related certification 			

12.7 Checklist for Other Bid Documents

#	Bid Terms & Conditions	Supporting Documents to be provided	Check
1.	Cover Letter	✓ Updated template Cover letter for the technical proposal duly signed by Authorised signatory of the bidding organisation	Yes/ No
2.	EMD	<ul style="list-style-type: none"> ✓ DD as per Section 3.9 of this RFP ✓ Photo copy of EMD DD in Prequalification Proposal document ✓ DD to be handed to client in-person before bid submission 	Yes/ No
3.	Letter of Authorisation	✓ Letter from Bidding Organisation's Authorising the person to sign the bid else a Board resolution giving the Delegation of Powers to sign the bids on behalf of bidding organisation as per section 3.4 of this RFP	Yes/ No
4.	Letter of Self-Declaration Against Blacklisting	✓ Self-declaration as per template in Section 12 – Annexure of this RFP to be submitted	Yes/ No

