

## **Corrigendum 1**

### **2.1. General Terms of Bidding**

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

## **Corrigendum 2**

### **2.2. In case of Consortium**

The consultants shall not be allowed to bid for the project in Consortium.

## **Corrigendum 4**

### **2.11.4. Envelope A - The Pre-Qualification Proposal**

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

- i) Proposal submission Letter in the format of Annexure 1.
- ii) Bid Security and Bid Processing Fees to be enclosed.
- iii) Pre-qualification Proposal (General Information) in the format of Annexure 1 (A).
- iv) Pre-qualification Proposal (Technical Strength) in the format of Annexure 1 (B).
- v) Pre-qualification Proposal (Financial Strength) in the format of Annexure 1 (C).
- vi) Power of Attorney for signing of Bid in the format of Annexure 2.
- vii) Checklist for Submission in the format of Annexure 14.

## Corrigendum 5

### 2.11.5. Envelope B - The Technical Proposal

1. The Technical Proposal shall contain the following:

- i) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and listing maximum relevant 20 projects in each completed and on-going projects category in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included). **The on-going projects for Transaction Advisory Services Experience which have been completed up to more than 50% will only be considered for evaluation. Payment received shall be computed based on the Certificate issued by Chartered Accountant/ Auditor confirming the receipt of at least 50% payment from the Client.**
- ii) General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 5.
- iii) Experts' CVs (no limit but preferably should not exceed five (5) pages for each experts' CV) in the format of Annexure 6 & 7.
- iv) Time schedule for professional personnel in the format of Annexure 8.
- v) Activity (work) schedules in the format of Annexure 9.
- vi) A copy of the Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in hereinabove.
- vii) Comments on terms of reference (no limit but should be concise and to the point. Copy of full TOR in comments will not be considered).
- viii) Checklist for Submission in the format of Annexure 14.

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

The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms provided in the Annexure 4 to Annexure 7. Such information must be provided by the Consultant.

- i). A brief description of the organization and outline of recent experience of the Consultant on assignments of a similar nature is required in Annexure 4). For each assignment, the outline should indicate inter alia, the assignment, estimated project cost and the Consultant's role & project status. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporate entity or as one of the major



participating consulting firms within an association. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

ii). A concise, complete, and logical description of how the Consultant's team will carry out the services to meet all requirements of the TOR.

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

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

**Annexure 8.**

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

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

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

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

x). The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Consultant signing the CVs on behalf of the experts. If, for valid reasons, the experts are unable to do so, and the Consultant's Proposal is ranked first, copy of the CVs signed by the experts concerned must

be submitted to the Client prior to commencement of contract negotiations. Note that the need to provide address and fax/e-mail details of experts in the CVs of the experts is not considered mandatory. In cases where consulting firms/ organizations are prevented from providing such information by prevailing laws in their country, or if Consultants have valid reasons not to comply with the completion of this item, there will be no negative impact on the evaluation of the expert.

## Corrigendum 6

### 2.22 Eligibility Criteria:

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

The Consulting companies/ firms will be eligible to apply for the Pre-qualification Application individually.

The Applicant Company must submit an undertaking for each of the following:

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

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

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

Category	Minimum Desired Experience
Transaction Advisory Services Experience	<b>Minimum three completed and three on-going Projects Experience</b> in working as PPP Infrastructure Project Transaction Advisory Services and experience of Feasibility Studies in PPP Mode having project cost of more than Rs 250 crores;
Project Management Unit Experience	<b>Minimum three completed works Experience</b> in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period; <b>and</b> <b>Minimum three on-going works Experience</b> in working as Project Management Unit with minimum of one year's Central Government/ State Government Agencies during the assignment period;

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

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

Sl. No.	Financial Capacity	Minimum Value
		Individual Applicant
1.	Average Annual Turnover of <b>Company/ Firm from Consultancy/ Professional Fees</b> for Previous 3 Audited Financial Years	Rs. 50 Crores
2.	Net worth of Applicant firm during last Audited Financial Years	<b>Rs. 10 Crores</b>

### **General Instructions:**

1. If audited financial sheets for **FY 2018-19** are not available, in that case, the bidder has to un-audited financial sheets for **FY 2018-19** certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.

### **2. Net Worth**

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

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

## **Corrigendum 7**

### **3. Terms of Reference**

#### **3.1 General**

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

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

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

The role and functions of GIDB are as follows:

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

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

**GIDB through this RFQ cum RFP intends to select a Program Management Consultant (the “PMC”) which will provide handholding assistance from Concept to Signing of Concession Agreement of Infrastructure Projects (the “Priority Infrastructure Projects”) through Public Private Participation to be developed under Section 9 of GID Act, 1999 across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).**

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

- 1) screening, identification and conceptualisation of Infrastructure Projects to be implemented through Public Private Partnership mode to be developed under Section 9 of GID Act, 1999 across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006);
- 2) Undertaking for the shortlisting projects, Feasibility Studies, Financial feasibility, project restructuring exercise;
- 3) Assistance to the Authority for selection and appointment of Technical Consultant for Preparation of Technical Studies and Detailed Project Report (if required) for the shortlisted Projects;
- 4) Formulating institutional mechanisms and structuring Priority Infrastructure Projects for successful selection of Concessionaire/ Developer for the finalised shortlisted projects;
- 5) Framing of Bid Documents, vetting of draft Concession Agreements, undertaking Bid Process Management for the short-listed shelf of projects;
- 6) Investment Promotion & Facilitation wherever required;
- 7) Handholding assistance to the Authority till signing of Concession Agreement with the Concessionaire/ Developer for the finalised shortlisted projects;

### **3.2 Scope of Work**

The Scope of Work specified in this Clause 3 is not exhaustive and is indicative as may be required for undertaking a typical project development on PPP mode. Each project

development may require the said scope of services completely or partly, based on the project development structure.

The envisaged scope of services of Program Management Consultant to provide assistance and handholding support to the Authority and stakeholders (including assistance in selection of technical consultant/s as and when required) for carrying out the processes required for the Projects including finalization of the Project Concept and project components, proposed project scoping, assistance to the Authority for Project implementation including specifications for bidding of Project components, firming up of bid parameters for selection of implementing agencies on PPP modes, bid documentation, bid process management and assistance till Signing of Concession Agreements of projects.

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

#### **A. ADVISORY ASSISTANCE**

1. The Consultant shall provide Advisory assistance to GIDB as and when required;

#### **B. INFRASTRUCTURE PROJECT ADVISORY ASSISTANCE**

##### **STAGE-I: PROJECT CONCEPTUALISATION**

##### **1. Project Identification**

The consultant shall

- i) identify the need of development of Greenfield/ brownfield infrastructure projects, whether the projects are aligned with the vision of the State Government;
- ii) carry out screening of projects based on primary and secondary research including land parcel availability (as and where required) for implementation;
- iii) conceptualisations of identified projects;
- iv) shortlisting of Priority Infrastructure Projects;
- v) prepare concept notes of Priority Infrastructure Projects

## **2. Drawing of Road Map**

- i) Firming up the Project Concept & Road Map for the Project including development methodology and scheduling of activities to be taken up for timely and successful development and smooth and time bound launch and grounding of the proposed Project.
- ii) Take up activities during Project preparatory, if necessary, such as compilation of list of potential developers / End Users, conducting developer / End Users interaction, analysis and documentation of developer / End Users interaction, presentations on the outcome, shortlisting at least 5 (five) best case studies (in India and abroad) and accompanying the Authority team for developer /End Users interaction, benchmarking studies, etc. and summarizing of learnings, benchmarking, etc.
- iii) Preparation of activity schedules.
- iv) Presentations and documentation of the Project Preparatory activities for the approval of the Authority.

## **3. Market Study, Demand Assessment**

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

- i) Assessment of market demand (present & future), market trends and future demand for proposed project and its components, evaluate the options for the type and the size of the complementing facilities to be part of the proposed project based on the short term, intermediate term & long term strategy;
- ii) Identifying the current gaps and necessary interventions that can bridge the gap(s);
- iii) Strategic positioning of the proposed project including developing key Unique Selling Propositions (USPs) for the proposed Project;
- iv) The target users / developers and the competitive strategy that can attract developers for implementing the Projects on PPP Mode;
- v) Review of the similar Projects developed in the Country / in other Countries for benchmarking of Project/ Project components with similar facilities (this shall include visiting the locations for a first-hand experience and interaction with the stakeholders and learning the success stories);



- vi) Carrying out the market feasibility & commercial viability;
- vii) Best use analysis for the Project components based on utility and projected demand;
- viii) Estimation of the investment requirement for the components of the project, various revenues streams and expenditures of the project as a whole, based on which and the viability of the project would be computed;
- ix) Presentation on Market & Demand assessment and Strategy;

#### **4. Project Conceptualisation**

The consultant shall

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

## **STAGE-II: PROJECT PREPARATION**

### **5. Scope & Review of Technical Feasibility**

**The consultant shall provide assistance to the Authority for selection and appointment of Technical Consultant for Preparation of Technical Studies and Detailed Project Report (if required) for the shortlisted Projects and assist the Authority for review the studies and output of technical Consultants.**

### **6. Project Development Plan**

The consultant shall

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

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

### **STAGE-III: PROJECT DEVELOPMENT**

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

- i) The bid process for selection of the PPP developer(s) may be taken up as a two stage/ single stage (three envelop system). For the same, Consultant shall prepare a Request for Qualification and Request for Proposal (Bid Document) for inviting bids for PPP developers.
- ii) The Request of Qualification (RFQ) documents for pre-qualifying the potential bidders, Request for Proposal (RFP), Bidding criteria and Concession Agreement (CA) documents shall be drafted based on Model documents;
- iii) Framing of RFQ documents, RFP documents, vetting of Concession Agreements;
- iv) The Consultant shall draw the minimum qualification criteria (financial as well as technical) for the bidders;
- v) The Consultant shall draw the draft Advertisement and advice and assist the Authority for publishing the same in Newspapers that shall attract attention of prospective bidders;
- vi) Develop Expression of Interest, Project Information Memorandums;

- vii) The objective of this activity is to select developer on PPP mode for undertaking implementation of the identified project components;
- viii) Marketing effort for participation of reputed and eligible companies with good track record vii. As for the selected development strategy by the Authority, the bid process management shall be carried out including:
  - a) Preparation of EOI cum RFP/ Bid document (including draft concession agreement) based on the finalized project structure for developing the projects on PPP mode.
  - b) Develop financial, technical and qualification criteria for project for short-listing and selecting the developers.
  - c) Bid Process Management including pre bid meeting/s, project marketing for better response including coordinating site visits for the prospective bidders, evaluation of bids.
  - d) Facilitating issue of LoA to the selected developers and also facilitation in signing the required agreement with the preferred bidder.
- ix) The Consultant shall undertake compilation of the entire evaluation process for presentations for approval of the competent authority.
- x) The Consultant shall assist and advise the Authority in issuance of Letter of Award, signing of Concession Agreement with the selected Bidder.

### **3.3 Data & Facilities to be provided by the client:**

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

### 3.4 Project Team

The Consultant would be required to form a multi-disciplinary Project Team for this assignment, consisting of the following two key personnel who would be full time stationed at GIDB:

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
<b><u>A. Project Management Experts Requirement</u></b>			
1	Finance cum PPP Expert		<b>Post Graduate degree in Finance having more than five years of relevant PPP experience in</b> <ul style="list-style-type: none"> <li>a) implementing PPP institutional framework</li> <li>b) Infrastructure Project restructuring</li> <li>c) Tariff structuring</li> <li>d) Preparation of projects development plan and technical and financial appraisal of Infrastructure Projects and reports in PPP mode</li> <li>e) infrastructure development projects, project modelling of PPP Projects of similar magnitude and nature</li> <li>f) financial analysis, revenue generation mechanisms, revenue and expense analysis, project modelling, Socio-economic analysis of PPP Projects</li> <li>g) and having knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation &amp; policy guidelines of Union and State Government for PPP projects such as BOT, DBFOT, etc.</li> </ul>
2	Market Assessment cum Infrastructure Expert	01	<b>Relevant Post Graduate Degree in Engineering/ Planning/ Management having more than five years' of relevant PPP experience in</b> <ul style="list-style-type: none"> <li>a) Development of Infrastructure projects</li> <li>b) Market and Demand Assessment of Infrastructure projects</li> <li>c) Technical appraisal of Infrastructure projects and reports</li> <li>d) Bid document preparation and bid process management</li> <li>e) Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and having legal knowledge and of</li> </ul>

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
			applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.

**B. Sectoral Expert Requirement as and when required**

3	Other Manpower Requirement including Infrastructure Expert, Legal Expert, Sectoral Experts, etc	Infrastructure Sector wise as & when Required	<p>Relevant Post Graduate degree having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).</p> <p>At least seven years' of experience in similar position having knowledge of applicable legislation &amp; policy guidelines of Union and State Government.</p>
---	---	---	--

### 3.5 Period of Assignment and Payment Terms

1. The assignment period of Program Management Consultant shall be for an initial period of one year. Based on the performance of the PMC, the agreement can be extended for another one year based on the mutually negotiated terms and conditions.
2. The Project Management Experts 1 & 2 and if more required shall be deployed at Authority's Office at Gandhinagar for providing project development services on Retainership mode. **The Finance cum PPP Expert shall lead the Team.**
3. In addition to this, the consultant shall provide the services of Infrastructure Sectoral Experts (like Water Supply Expert, Urban Transport Expert, Port Expert, Agriculture Expert, Logistics Experts, etc) having Education, Experience, Knowledge as specified in clause 3.5 (Sl.no 3) as and when required for the identification and development of specific sectoral Projects during the assignment period. **The profile of the Infrastructure Sectoral Experts and other Experts shall be reviewed and approved by GIDB before taking the services of the Infrastructure Sectoral Experts and other Experts as and when required. The fees of the Infrastructure Sectoral Experts and other Experts shall be as per the Man-month Rate quoted in the Financial Bid as specified in the Annexure 10 and Annexure 11 of the RFQ cum RFP Document and shall be paid based on the actual Man-days spent at Client office. All other expenses of the Infrastructure Sectoral Experts and other Experts including their travel, stay, etc shall be treated as part of the quoted Man-month Rate. No additional expense shall be paid other than the Man-month Rate quoted in the Financial Bid for providing the services of the Experts. The Consultant shall have to raise separate invoice based on the actuals of the man-month spend by the Experts on the PMC Assignment.**
4. **It shall be ensured that the PMC members stationed in GIDB shall be available for discussions and meetings scheduled with GIDB as well as with various Department Heads along with Infrastructure Sectoral Experts and other Experts as and when required on all working days of Government of Gujarat (including working Saturdays).**

5. The payment for the assignment shall be paid as follows:

**a. The Retainership Fee:**

- i. In consideration of the services to be provided by the selected consultant under the contract, the consultant shall be entitled for payment as per Annexure 10 & 11 of the RFQ cum RFP Document;
- ii. The Retainership Fee for the Project Management Experts during the assignment period shall be paid (as quoted by the selected consultant in Sl. No 1 of Annexure 11 of this RFQ cum RFP Document) on monthly basis. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month;
- iii. The consultant shall be responsible for the set of deliverables on a timely basis. The quality and timeliness of these deliverables shall directly affect the payment terms;
- iv. The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG in connection with the Services and whenever advised by the Authority in consultation with the Consultant;

**3.6 Approvals Terms**

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



### **3.7 Reports/ Documents**

The consultant has to submit 3 hardcopies along with soft copies of each deliverable for reviewing, comments and approval. The document shall incorporate all revisions deemed relevant following receipt of suggestions and comments from stakeholders and finalised by the Authority. The report shall be submitted within 2 (two) weeks from receipt of final suggestions and comments and acceptance letter from the Authority.

### **3.8 Custody of Reports/ Data etc**

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

### **3.9 Property of the Client**

- All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant.
- All data collected, financial models developed with all linking sheets for this assignment would be the property of the client and to be submitted to the client in soft copies and in hard copies, in whichever form it is available as and when required by the Authority and along with the final report.

### **3.10 Responsibilities of the Authority**

- i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from the departments of State and Centre;
- ii) The Authority shall approve the documents & reports submitted by Consultant within 15 days of submission. This will include Concept Plans, Feasibility report, RFQ, RFP document, Short list of bidders, recommended developers, etc through Steering Committee formed for this assignment for timely implementation of this project assignment;

- iii) **The Authority shall provide office space, printing and stationary expense for carrying out the assignment;**
- iv) **The Authority shall provide transportation facilities and other costs for carrying out the assignment work to the two Project Management Experts stationed at GIDB as per GIDB Rules during out station visits;**
- v) The Authority shall bear data collection expense for carrying out the assignment;
- vi) The Authority shall bear the applicable mandatory fees required for approvals and provide the required application letters/ documents for approval wherever and whenever required;
- vii) The various costs, such as cost of advertisements for publishing RFP, statutory payments etc., shall be met out by the Authority, in addition to the cost of consultancy fees;
- viii) The Authority shall bear the cost of marketing of the project including advertisements for bidding process of developers;

### **3.11 Responsibilities of the Consultant**

- i) The Consultant shall collect all the relevant preliminary & secondary information, relevant documents from the State government departments/ Government Agencies;
- ii) The Consultant shall be responsible for all the data, designs developed and graphs given by them;
- iii) The Consultant shall collect all data, existing information for carrying out the assignment;
- iv) The Consultant shall do justification to the primary and secondary data collected by giving appropriate credit and source reference in the report;
- v) The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;
- vi) The Consultant shall be responsible for all the necessary instrument, equipment and software required to carry out the study at their own cost;
- vii) The Consultant shall have to make their own arrangement for accommodation, equipment, software for carrying out the assignment;

viii) The Consultant shall require to make necessary provision for housing their staff.

No assistance shall be provided by the Authority;

ix) **The Consultant shall have to make their own arrangements for necessary computer software and hardware and transportation facilities to and fro from the Authority's Office to meet their daily requirements;**

## Corrigendum 8

### Annexure 1 (B)

#### Format for Pre-qualification Proposal (Technical Strength) Relevant Services Carried Out in the Last ten Years That Best Illustrate Qualifications

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

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

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

**(Details of all major consultancy works of similar nature executed during last ten years)**

**Name of Company / Firm:**

**Sector [please select one]: Transaction Advisory Services Experience/ Project Management Unit Experience**

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

Note:

- The information to be given by individual applicant.
- The list of work to be compiled as per the format above.
- Copy of supporting documents (experience proof) should be enclosed.

## Annexure 1 (C)

### Format for Pre-qualification Proposal (Financial Strength)

All Values: INR in Crores

Bidder Type (1)	Annual turnover				Net Worth
	FY Year 1 2018-19	FY Year 2 2017-18	FY Year 3 2016-17	Average Annual Turnover	FY 2018-19
Single Entity Bidder					
Total					

### Certificate from the Statutory Auditor

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

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of Audit firm:

\* Note:

1. An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder.
2. The Bidder should provide details of its own Financial Capacity as specified in RFQ cum RFP.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. **In case, Audited Annual Report is not available for Financial Year 1 (2018-19), the Bidder shall submit Interim balance sheets, financial statements and Annual Reports certified by Chartered Accountant/ Statutory Auditor testifying the annual turnover is considered to be adequate supporting to showcase the financial strength.**
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year.
5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the RFQ cum RFP document.

## Corrigendum 9

### Annexure 4

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

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

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

(i)	Assignment Name	
(ii)	Name of Firm who carried out the study	
(iii)	Type of Study/ Category	<p><b><u>Category 1:</u></b>  <b><u>Transaction Advisory Services Experience</u></b>  <b>Minimum three completed and three on-going Projects Experience</b> in working as PPP Infrastructure Project Transaction Advisory Services and experience of Feasibility Studies in PPP Mode having project cost of more than Rs 250 crores;</p> <p><b><u>Category 2:</u></b>  <b><u>Project Management Unit Experience</u></b>  <b>Minimum three completed works Experience</b> in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period; <b>and</b>  <b>Minimum three on-going works Experience</b> in working as Project Management Unit with minimum of one year's Central Government/ State Government Agencies during the assignment period;</p>
(iv)	Name & Address of the Client	
(v)	No of Person-Months	
(vi)	Time when the assignment was carried out : Start Date	



	End Date	
(viii)	Has any member who worked on this project, been considered for this proposed assignment of Authority? If yes, provide name and role.	
(ix)	Narrative Description of the Scope of work of the Project	
(x)	Description of Actual Services provided by your Staff	
(xi)	Status of the Study [Completed/ On-going] (If the study is not completed, please mention what stage/s of the study has been completed so far).	

**Please Note:**

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

a. for Projects claiming under Completed Projects, Bid Process Management should have been successfully completed during the past 10 years preceding the Proposal Due Date as evidenced by completion of Bid evaluation and identification of Preferred Bidder.

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

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

Firm's Name: \_\_\_\_\_

## **Corrigendum 10**

### **Annexure 5**

#### **Approach Paper on Methodology and Work Plan For Performing the Assignment**

---

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

## Corrigendum 11

### Annexure 10

#### Submission Letter of Financial Proposal

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

To,

**Chief Executive Officer,**

**Gujarat Infrastructure Development Board**

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

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

Reference Authority, Letter no: \_\_\_\_\_ dt: \_\_\_\_\_

Sir,

I/ We, the undersigned, offer to provide the consulting services for "Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat." in accordance with your Request for Proposal dated <date> i.e. the date of publication, and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is towards providing services for carrying out the Assignment. This is inclusive of Goods and Service Tax and other taxes and duties as applicable.

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

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

We remain,

Yours faithfully,

Signature\_\_\_\_\_

Full Name\_\_\_\_\_

Designation\_\_\_\_\_

Name of the Firm\_\_\_\_\_

Address\_\_\_\_\_

## Annexure 11

### Break up - Financial Proposal of the Services

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

### For Providing Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat

Sl. No	Key Professional Manpower Position	Average Man Month Rate/ Expert (inclusive of all Taxes) in INR	
		[in Figures]	[in Words]
1	Project Management Experts with more than five years of Experience (for the 2 Experts to be Stationed at GIDB as per clause 3.10 and 3.11 of the Terms of Reference)		
2	Infrastructure Sectoral Experts and Other Experts with 10 years to less than 15 Years of Relevant Experience (inclusive of all their expenses including their travel, stay, etc for carrying out the assignment work)		
3	Infrastructure Sectoral Experts and Other Experts with 15 and above Years of Experience (inclusive of all their expenses including their travel, stay, etc for carrying out the assignment work)		

Note:

1. The Person Man-month shall be considered as 24 working days in one Month.
2. All the prices quoted above must be inclusive of Goods and Service Tax and other taxes and duties as applicable;
3. No escalation would be allowed due to changes in taxes and duties;
4. No conditions should be attached to the price proposal;
5. In case of any discrepancies in the prices mentioned in the figures and words, the prices mentioned in the words would be considered as final price;

**Signature**\_\_\_\_\_

**Full Name**\_\_\_\_\_

**Designation**\_\_\_\_\_

**Name of the Firm**\_\_\_\_\_

**Address**\_\_\_\_\_

## Corrigendum 12

### Annexure 15

#### Draft Contract

This CONTRACT (hereinafter together with the Annexure (1.Terms of Reference, 2.Approach Paper on Methodology, 3.Work Plan for Performing the Assignment, 4.Time Schedule for Professional Personnel, 5.Activity (Work) Schedule, 6.Submission Letter of Financial Proposal, 7.Break up – Financial Proposal of the Services attached hereto called the Contract) is made on the \_\_\_\_\_Day of \_\_\_\_\_201, between Gujarat Infrastructure Development Board (GIDB), having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382017, Gujarat, India, on the one part (hereinafter called the **Authority**, which expression shall unless repugnant to the context, include its successors and assignees) and \_\_\_\_\_ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at \_\_\_\_\_, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS,

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

#### 1.0 Services

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

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

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

### **1.2 Commencement Date**

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

### **1.3 Additional Work**

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

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

### **1.4 Other Documents**

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

## **2.0 Personnel**

### **2.1 Personnel**

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

### **2.2 Project Managers**

**The Consultant shall ensure that at all times during the fieldwork the two Project Management Experts, acceptable to the Client, shall take charge of the operations of the Personnel in the field. The Project Management Experts shall be responsible for liaison in the field between the Consultant and the Client.** The consultant has to keep a site office in Gandhinagar for daily coordinating of the project with the client.



### **3.0 Undertakings of the Consultant**

#### **3.1 General Standard of Performance by the Consultant**

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

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

#### **3.2 Records**

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

#### **3.3 Information**

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

#### **3.4 Assignments/ Sub-Contracting**

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

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

reasonable estimate of out of pocket expenses. The estimate made by the client in such case shall be final and binding on the Consultant.

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

### **3.5 Confidentiality**

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

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

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

(d) The Authority agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the

termination of this Agreement. However, the reports submitted by the consultants to the client, become property of the Authority and the Authority is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

### **3.6 Prohibition on Conflicting Activities**

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

### **3.7 Independent Contractor**

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

### **3.8 Insurance**

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

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

### **3.9 Notice of Delay**

In the event that the Consultant encounters delay in providing the required services or facilities set forth in Section-3 for the conduct of the Services, the Consultant shall promptly notify in writing the Client of such delay, and may request an appropriate extension of time for completion of the Services. However, the client reserves the right to grant any such extension and the decision of the client in this regard shall be final and binding on the consultant.

### **3.10 Delays by the Authority**

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

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

### **3.11 Ownerships of data, Information and Documentation**

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

### **3.12 Copyright**

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

## 4.0 Prices and payment terms

### 4.1 Prices

The Financial Proposal to carry out the assignment is inclusive of Goods and Service Tax and all other taxes and duties as applicable. The break-up of Financial Proposal is as follows:

Sl. No	Key Professional Manpower Position	Average Man Month Rate/ Expert (inclusive of all Taxes) in INR	
		[in Figures]	[in Words]
1	Project Management Experts with more than five years of Experience (for the 2 Experts to be Stationed at GIDB as per clause 3.10 and 3.11 of the Terms of Reference)		
2	Infrastructure Sectoral Experts and Other Experts with 10 years to less than 15 Years of Relevant Experience (inclusive of all their expenses including their travel, stay, etc for carrying out the assignment work)		
3	Infrastructure Sectoral Experts and Other Experts with 15 and above Years of Experience (inclusive of all their expenses including their travel, stay, etc for carrying out the assignment work)		

The Financial Proposal quoted are lump sum, firm and inclusive of all taxes and duties for the Scope of Work and Terms of Reference as agreed and mentioned in Annexure and as per clause 3.10 and 3.11 of the Terms of Reference. to fulfils the requirement of the scope. No change in the prices will be allowed on any account.

### 4.2 Payment Terms:

The payment for the assignment shall be paid as follows:

#### a. The Retainership Fee:

- b. In consideration of the services to be provided by the selected consultant under the contract, the consultant shall be entitled for payment as per Annexure 10 & 11 of the RFQ cum RFP Document;

- c. The Retainership Fee for the Project Management Experts during the assignment period shall be paid (as quoted by the selected consultant in Sl. No 1 of Annexure 11 of this RFQ cum RFP Document) on monthly basis. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month;
- d. The consultant shall be responsible for the set of deliverables on a timely basis. The quality and timeliness of these deliverables shall directly affect the payment terms;
- e. The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG in connection with the Services and whenever advised by the Authority in consultation with the Consultant;
- f. The Consultant shall submit the final reports of each assignment within 2 weeks after issuing changes/ modifications as per Authority/ Steering Committee/ State Government suggestions;
- g. Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.
- h. If the report submitted by the consultant is not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the client shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the client.

## **5.0 Time schedule for the Assignment**

The total time frame for carrying out the assignment would be **one year** from start i.e. from the date of signing of Agreement. Based on the performance of the PMC, the agreement can be extended for another one year based on the mutually negotiated terms and conditions. The role of the consultant as an independent consultant during the project implementation period shall be treated separately. The details of work plan, timeframe for each stage of assignment is put up as per Annexure-5 & Annexure- 9 of RFQ cum RFP document. Time taken by Client in order to provide feedback/ comments will not be considered while calculating the time taken by consultants.

## **6.0 Reports**

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

## **7.0 Liquidated Damages for late submission**

### **7.1 Performance Security**

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

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

## **8.0 Termination of the Contract**

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

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

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

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

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

## **9.0 Performance obligations**

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

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

Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such



laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the client indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India/ State Government, Local Self Government or any Statutory Authority.

### **11.0 Period of Agreement**

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

### **12.0 Liability**

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

### **13.0 Notices**

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

### **14.0 Arbitration**

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of

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

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

#### **15.0 Force Majeure.**

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

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

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

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

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

## **16.0 Custody of reports/data etc**

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

## **17.0 Indemnity**

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

## **18.0 General clauses**

### **18.1. Entire Agreement & Amendments**

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

### **18.2 Non Exclusive Agreement**

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

### **18.3 Severability**

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

#### **18.4 Survival**

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

#### **Authorised Signatory**

On behalf of the Client

In witness of

\_\_\_\_\_  
  
\_\_\_\_\_

#### **Authorised Signatory**

On behalf of the Consultant

In witness of

\_\_\_\_\_  
  
\_\_\_\_\_

## **Corrigendum 13**

### **4. Evaluation of Bids**

#### **4.3 Evaluation of Bids**

##### **C. Weightage of Technical and Financial Bid**

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

- i) The weightage for technical proposal may be further segregated into:
  - a. 45% weightage - qualification & experience of the project team;
  - b. 25% weightage - firm's experience; and
  - c. 35% weightage - approach methodology, time schedule & work plan;
- ii) The weightage for financial proposal may be further segregated into:
  - a. 50% weightage - Man-month rate quoted for Project Management Experts and
  - b. 50% weightage - Man-month rate quoted for Infrastructure Sectoral Experts and Other Experts;
    - i. The 50% weightage - Man-month rate quoted for Infrastructure Sectoral Experts and Other Experts shall be further segregated into:
      - 1. 25% weightage - Man-month rate quoted for Infrastructure Sectoral Experts and Other Experts with 10 years to less than 15 Years of relevant Experience and
      - 2. 25% weightage - Man-month rate quoted for Infrastructure Sectoral Experts and Other Experts with 15 and above Years of relevant Experience;
- iii) The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.

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

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

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

4.3.9. The Man-month rate quoted for each Financial Proposal will be determined.

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

**Corrigendum 14**

**Annexure 8**

**Time Schedule for Professional Personnel**

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

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

Full-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Corrigendum 15

### Annexure 14

#### Checklist for Submission

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

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



Corrigendum - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.						
Corriegn dum No	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Modified Clause
3	RFQ cum RFP	14	2.5.1	Site Visit and Verification of Information	Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data and ascertaining for applicable laws and regulations, and any other matter considered relevant by them.	Deleted
13	RFQ cum RFP	65	Annexure 3 A	Consortium	Format for Joint Bidding Agreement (in case of Consortium)	Deleted
14	RFQ cum RFP	70	Annexure 3 B	Consortium	Format for Power of Attorney for Lead Member of the Consortium	Deleted