

### Corrigendum 1

#### 1.4.Schedule of the bidding process:

Sl. No	Event	Period	Date	Time	Venue
1	Floating of RFQ cum RFP	(T)	4 <sup>th</sup> October, 2021	11:00 hrs	Through advertisement, GIDB website and NProcure website
2	Last Date of Receiving Queries (RFQ cum RFP)	T + 07 Days	12 <sup>th</sup> October, 2021	15:00 hrs	Through e-mail with covering letter and queries in Excel format as per Annexure 13 to <a href="mailto:sbuch@gidb.org">sbuch@gidb.org</a>
3	Pre-bid Meeting of the Bidders (RFQ cum RFP) <b>Online</b>	T + 08 Days	13 <sup>th</sup> October, 2021	11:30 hrs	Meeting Link will be shared to Authorised persons as per Annexure 16
4	<b>Last Date of Submission of RFQ cum RFP</b>				
	<b>(a) Submission of Financial Bid (online)</b>	<b>T + 37 Days</b>	<b>10<sup>th</sup> November, 2021</b>	<b>17:00 hrs</b>	<b>Financial Bid Submission</b> online submission through <a href="https://nprocure.com">https://nprocure.com</a> [Tender ID - -----]
	<b>(b) Submission of Technical Bid (Hard Copy)</b>	<b>T + 44 Days</b>	<b>17<sup>th</sup> November, 2021</b>	<b>17:00 hrs</b>	<b>Technical Bid Submission</b> As per Clause 2.12
5	<b>Opening of Technical Bids</b>	<b>T + 45 Days</b>	<b>18<sup>th</sup> November, 2021</b>	<b>12:00 hrs</b>	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017
6	<b>Presentation by Bidders</b>	<b>T + 53 Days</b>	<b>26<sup>th</sup> November, 2021</b>	<b>15:30 hrs</b>	
7	<b>a)Declaration of Technical Result</b>	<b>T + 60 Days</b>	<b>3<sup>rd</sup> December, 2021</b>	<b>13:00 hrs</b>	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017
	<b>b) Opening of Financial Bids</b>	<b>T + 60 Days</b>	<b>3<sup>rd</sup> December, 2021</b>	<b>13:30 hrs</b>	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017
8	<b>Proposal Evaluation Result</b>	<b>T + 60 Days</b>	<b>3<sup>rd</sup> December, 2021</b>	<b>14:00 hrs</b>	Through e-mail.
9	<b>Issue of Letter of Award (LoA)</b>	<b>T + 67 Days</b>	<b>10<sup>th</sup> December, 2021</b>	<b>11:00 hrs</b>	Through e-mail.

## Corrigendum 2

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

#### General Instructions:

1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation:

1) At least for **Completed Projects:**

- i) Work Order, and
- ii) Agreement, and
- iii) **Completion Certificate, OR**

A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);

### Corrigendum 3

#### 2.22.5. 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
		Applicant
1.	Average Annual Turnover of Company/ Firm from Consultancy* for Previous 3 Audited Financial Years	<b><u>Rs. 50 Crore</u></b>
2.	<b><u>Net worth of Applicant firm</u></b> from Consultancy during last Audited Financial Years <b><u>[FY 2019-20]</u></b>	<b>Positive Net Worth</b>

#### General Instructions:

1. If audited financial sheets for FY 2019-20 are not available, in that case, the bidder has to submit un-audited/ Provisional financial sheets for FY 2019-20 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.
2. The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy and Net Worth of the Bidder from Consultancy and also specifying the methodology adopted for calculating such net worth in accordance with the RFQ cum RFP document.
3. \*For the avoidance of doubt,
  - i) Consultancy means Consultancy Fees received by the Applicant for providing Project related Design and/ or Engineering and/ or Consultancy Services which include Business Plan Preparation, Feasibility Studies, Detailed Project Report, Techno-Economic Feasibility Studies and/or Project Management and/ or Design and Engineering Service and/or Architectural Service and/ or Construction Supervision Services to its Clients.
  - ii) The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), Statutory Audit and Taxation Services to its Clients.
  - iii) The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Fees received from Consultancy Services like Design and/ or Engineering and/ or Consultancy Services of the Bidder.

### **3. 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)

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

#### **2.1.Currency Conversion Rate and Payment Currency**

2.23.1 For the purposes of technical evaluation of Bidders, In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on June 28, 2021, [i.e. 1 USD= INR 72.85] for the purpose of conversion. In case of any other currency, the same shall first be converted to USD and the amount so derived in USD shall be converted into INR at the aforesaid rate.

2.23.2 Above payments after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other taxes and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

### Corrigendum 4

#### 3.5. Project Team

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
1.	Team Leader cum Skill Gap Expert	01	<p><b>PhD / MBA/ Master of Social Work (MSW)/ post graduate in management from a recognized and reputed academic institution with</b></p> <ul style="list-style-type: none"> <li>• Minimum 10 years of experience in research domain.</li> <li>• Expertise in study design and sampling.</li> <li>• Prior experience in conducting studies/surveys in fields related to tourism/ island development/ marine/ water sports, etc.</li> <li>• Should have provided oversight to large data collection studies.</li> <li>• Should have conducted both qualitative and quantitative data collection and analysis</li> <li>• Should have led large field level teams.</li> </ul>
2.	Architect	01	<p><b>Graduate degree in Architecture and Post Graduate in Architecture/ Planning with Minimum Ten (10) years of Experience in</b></p> <p>a) Undertaking architecture/ urban design projects, detailed master plan assignments of similar magnitude and nature.</p> <p>b) Having knowledge of applicable legislation &amp; policy guidelines of Union and State Government.</p>
3.	Research Analyst	01	<p><b>PG Diploma /Masters' in Economics/ Statistics/ Management discipline with Minimum Five (5) years of relevant research experience in</b></p> <ul style="list-style-type: none"> <li>• Conducting studies/surveys in fields related to tourism/ island development/ marine/ water sports, etc. / national or international labour market/ skill gap</li> <li>• Ability to use statistical tools to interpret data sets</li> <li>• Ability to analyse large data sets</li> <li>• Ability to identify, analyse, and interpret trends or patterns in complex data sets</li> <li>• Report writing skills</li> </ul>

## Corrigendum 5

### 3.6.Period of Assignment and Payment Terms

The breakup of the period of Assignment as per the Terms of Reference is as follows:

S. No.	Deliverables	Proportionate Payment (% of Fees)	Timeline for submission from date of signing agreement
T=Award of Mandate (Date of Signing of Agreement)			T
1.	<b>Submission of Inception Report:</b> State profile along with the locational advantage, preliminary information related to ITI Courses etc as per Task 1	-	T + 1 Week
2.	<b>Submission of Skill Demand Assessment Report (Interim Report)</b> as per Task 2	35% after Acceptance	<b>8 weeks</b> from acceptance of Inception Report
3.	<b>Submission of Draft Detailed Project Report with Feasibility Report and Concept Plan (Draft Final Report)</b> (Covering all Tasks 3, 4, 5 & 6)	35% after Acceptance	<b>11 weeks</b> from acceptance of Interim Report
4.	<b>Submission of Final Detailed Project Report with Feasibility Report and Concept Plan</b>	30% after Acceptance	4 weeks from acceptance of Draft Final Report
<b>Total</b>		100%	<b>24 weeks (6 months)</b>

## Corrigendum 6

### 3.7.Deliverables/ Reports/ Documents

The consultant has to submit 5 hardcopies along with soft copies of each deliverable for reviewing, comments and approval.

#### **Deliverable 1:**

**Task 1 - Inception Report: Within 01 (One) week** from date of signing of agreement. The report shall include but not limited to the following:

- Mobilisation Plan
- Detailed approach and methodology
- Time Frame and task allocation
- Key Personnel and Supporting Staff along with deployment schedule;
- Identification of key issues
- SWOT Analysis based on preliminary assessment
- Understanding of scope of Project
- Method and time frame for conducting surveys
- Type of surveys, location/duration of surveys for the project assignment;
- Assessment and Identification of the user group
- Identification of Stakeholders such as Marine related Industries, Marine Institutes, etc
- Identification of risks
- Identification of Data requirements
- Preliminary Case Study details

**Deliverable 2: Skill Demand Assessment Report (Interim Report): Within 08 (Eight) weeks** from date of signing of agreement.

**Task 2 - Skill Demand Assessment** shall contain Market demand, Market trends, Stakeholder consultation outcome, Development of Courses. Formulation of courses, various questionnaire used, Study on Govt, Schemes, Benefits to Students, ITI, & Industries, Demand for Industry requirement, Identify Skill Requirement, Case Studies of similar Marine skill training centre institutes, identify source of funding, Others if any.

**Deliverable 3: Draft Detailed Project Report with Feasibility Report and Concept Plan (Draft Final Report): Within 11 (Eleven) Weeks** from acceptance of Interim Report

**Task 3: Determining Costs:** Cost Estimation shall broadly cover following: Broad Project quantities, cost of Civil structure, cost for Running the programme, etc as per ToR ; others if any

**Task 4: Determining Income:** Fees per trade, Examination fees, income from events, Project IRR, Equity IRR, NPV, DSCR etc. Others if any

**Task 5: Identification of Courses:** identify the courses/ trades and its framework, Long term and Short term courses/trades based on demand, identify and assistance for industry collaboration etc, Others if any.

**Task 6: Preparation of Concept Plan** including Skill Demand Assessment report, feasibility study and concept plan with 3D images of State of art building

**Deliverable 4: Final Detailed Project Report with Feasibility Report and Concept Plan:** Within 4 weeks from acceptance of Draft Final Report, incorporate all the suggestions and modifications suggested by authority and submit the Final Detailed Project Report with Feasibility Report and Concept Plan.



## Corrigendum 7

### Annexure 1 (B)

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

#### Relevant Services Carried Out in the Last 7 (Seven) years That Best Illustrate Qualifications

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

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

- Projects without the proof of experience [at least (for Completed Projects: Work Order, Agreement and Completion Certificate **OR a Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN)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 having Unique Document Identification Number (UDIN)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 June 28, 2021, [i.e. 1 USD= INR 72.85] for the purpose of conversion.

## Corrigendum 8

### Annexure 4

#### Firm's References

#### Relevant Services Carried Out in the Last Seven 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	<b><u>Category-I: Skill Development</u></b>  <b>Additional 2 (Two) completed and 2 (Two) Ongoing Project Experience for conducting Skill, Market Demand assessment/ Impact assessment/ evaluation studies for centre/ state skill development agencies/ missions/ Sector Skill Council (SSC) or DETs / Director General of Training/Ministry of Skill Development/ National Skill Development Corporation (NSDC)in the Skill Development Space during last <u>7 (Seven) years.</u></b>  <b>The Project/Assignment Fee shall be at least <u>25 Lakhs.</u></b>
(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).	

**General Instructions:**

1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation:

a. At least for **Completed Projects:**

- i. Work Order, and
- ii. Agreement, and

**iii. Completion Certificate, OR**

- iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);

b. At least for **On-going Projects:**

- i. Work Order, and
- ii. Agreement and
- iii. Statutory Audited Statement of last two Payment received, and

- iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client)].
2. Along with Work order copy and/ or Completion Certificate, the submitted testimonial MUST contain other documents which include Project Reports, Research Reports, detail description of work [Scope of Work, Terms of Reference, Total Project Cost] carried out by the consultant;
3. **The supporting document(s) claimed for each firm's relevant experience shall be placed immediately after each firm's experience. Only those studies would be considered for the evaluation for which the documentary proof mentioning Total Project Cost (wherever applicable) have been provided immediately after each claimed firm's experience;**

Firm's Name: \_

## Corrigendum 9

### Annexure 15

#### Draft Contract

(On INR 300/- Stamp paper duly attested by Notary Public)

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 \_\_\_\_\_ 202 , between Gujarat Infrastructure Development Board (GIDB), having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382017, 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 Authority has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for **“Selection of Consultant To Carry out Skill Demand assessment Survey and Detailed Project Report for establishment of Marine Skill Training Centre at ITI campus, Dwarka in the State of 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 by the Authority.

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 Authority has given to the Consultant notice to proceed with the Services (Letter of Award).

### **1.3 Additional Work**

If, in the opinion of the Authority, 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 Authority. 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-10 and 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 Authority 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, Concept Plan, Detailed Master Plan, 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 Authority, 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 Authority may otherwise agree, no changes shall be made in the Personnel. The Authority expects all the Personnel specified in the specified in Annexure - 6 to be available during implementation of the Agreement. The Authority will not consider any substitution of Personnel except under compelling circumstances such as death or medical incapacity which is beyond the control of the Consultant and the concerned Personnel. Such substitution shall be limited to not more than two Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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 Authority. The consultant must take prior approval of Authority 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 Authority, in such case the Authority may accept such a person if such a person is found of equal or more calibre. The outgoing person shall complete the knowledge transfer with the replaced person as per the satisfaction of Authority. However, such a replacement would not be binding on the Authority and the Authority 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 Authority to be incompetent in discharging his assigned duties, the Authority may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority. The decision of the Authority in this regard shall be final and binding on the consultant.

## **2.2 Project Manager**

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

### **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 Authority.

#### **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 Authority, (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 Authority or any person authorized by the Authority, from time to time, to audit such records and accounts during and after the services.

#### **3.3 Information**

The Consultant shall furnish the Authority such information relating to the Services and the Project as the Authority 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 Authority to any other persons, firm or organisation. The Authority 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 Authority shall be void. The Authority, 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 Authority, the Authority reserves a right to reject any such work carried out. Even if the Authority accepts any such work, Authority 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 Authority 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 Authority to be incompetent in discharging his assigned duties; the Authority may request the Consultant forthwith either to provide as a replacement, a consultant or sub-contractor with qualifications and experience acceptable to the Authority or to resume the performance of the Services itself. The decision of the Authority 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 Authority, 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 Authority 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 Authority.

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

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

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

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

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

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

### 3.12 Copyright

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

## 4.0 Prices and payment terms

### 4.1 Prices

The total cost to carry out the study is: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) exclusive of Goods and Service Tax (GST) as applicable. The break-up of price is as follows:

Sr. No.	Price Component	Rs. (In Figure)	Rs. (In words)
1.	Person-Month Rate		
2.	(No. of Person Months) x (Person-Month Rate)		
3.	Out of Pocket Expenditure		
4.	Any other expenses		
<b>Total Price of the Services</b>			

The prices quoted are lump sum, firm and exclusive of Goods and Service Tax (GST) as applicable for the Scope of Work and Terms of References agreed and mentioned in Section 3 (Terms of Reference) including all expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfil the requirement of the scope. No change in the prices will be allowed on any account except for changes in Goods and Service Tax (GST).

#### 4.2 Payment Terms:

The payment for the assignment shall be paid as follows:

S. No.	Deliverables	Proportionate Payment (% of Fees)	Timeline for submission from date of signing agreement
T=Award of Mandate (Date of Signing of Agreement)			T
1.	<b>Submission of Inception Report:</b> State profile along with the locational advantage, preliminary information related to ITI Courses etc as per Task 1	-	T + 1 Week
2.	<b>Submission of Skill Demand Assessment Report (Interim Report)</b> as per Task 2	35% after Acceptance	<b>8 weeks</b> from acceptance of Inception Report
3.	<b>Submission of Draft Detailed Project Report with Feasibility Report and Concept Plan</b> (Draft Final Report). (Covering all Tasks 3, 4, 5 & 6)	35% after Acceptance	<b>11 weeks</b> from acceptance of Interim Report
4.	<b>Submission of Final Detailed Project Report with Feasibility Report and Concept Plan</b>	30% after Acceptance	4 weeks from acceptance of Draft Final Report
	<b>Total</b>	100%	<b>24 weeks (6 months)</b>

- a. 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 & Annexure 11 of the RFQ cum RFP Document;
- b. Acceptance means, after submission of reports and after the Consultant has made presentations to the Government of Gujarat (GoG)/ Authority/ Committee/ Government of India (GoI), the Authority will issue a letter of acceptance along with comments / suggestions of the Authority on the report;
- c. 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;
- d. The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Authority/ IDA-PMC/Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by Authority.

- 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. In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client will release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.
- h. 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.
- i. If the report submitted by the consultant is not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority 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 Authority.

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

The total time frame for carrying out the assignment would be **6 months** from start i.e. from the date of signing of Agreement. The details of work plan, timeframe for each stage of assignment is put up as per Annexure- 9 of RFQ cum RFP document. Time taken by Authority 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 Authority 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**”), **3% (Three 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 **6 (six) 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 Annexure-12 of this Agreement.

### **7.2 Liquidated Damages for late submission**

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

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

## **8.0 Termination of the Contract**

8.1 The Authority 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 Authority. Authority 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 Authority 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 Authority within 30 days of termination date.

8.2 The Authority 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 Authority. 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 Authority 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 Authority 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 Authority 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 Authority 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 Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.

### **13.0 Notices**

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

### **14.0 Arbitration**

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

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

### **15.0 Force Majeure.**

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

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

#### **COVID-19**

The Services, Deliverables and any advice or recommendations included therein do not consider nor incorporate potential implications or impact of the coronavirus (COVID-19), including but not limited to performance, operations, and/or results. Authority is neither responsible nor liable for any consequence, impacts, implications, direct or indirect, of the coronavirus (COVID-19) arising from or related to the Services, Deliverables, advice or recommendations provided by us.

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

All documents received from the Authority, 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 Authority on preparation of final report or on termination of the contract.

## **17.0 Indemnity**

Consultant shall indemnify the Authority and every members, officers and employees of the Authority, 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.

**Ms. Swati Buch General Manager,**  
Gujarat Infrastructure Development  
Board (GIDB)

**Name**  
**Designation**

**Authorised Signatory**

**Authorised Signatory**

On behalf of the **Authority**

On behalf of the **Consultant**

Gujarat Infrastructure Development Board

\_\_\_\_\_

In witness of

In witness of

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

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

## Corrigendum 10

### 3.3. Scope of Work

#### Duration of Work

The Consultant shall work for the Authority till the submission of Final Report and total duration of the Consultancy Assignment shall be **6 months**. The Consultant must have sufficient manpower along with Key Personnel to comply with the Scope of Services.