## PROJECTMANAGEMENTUNIT(PMU)

## **BHAVNAGAR MUNCIPAL CORPORATION**

## **REQUESTFORPROPOSAL**

#### **Bhavnagar Municipal Corporation**

Bhavnagar Mahanagar Seva Sadan, Sir Mangal Sinhji Road, Near Kalanala, Bhavnagar, Gujarat - 364001.

**Tele. No**. 0278 2424801-10 **Fax No**. 0278-2428628

Website: https://bmcgujarat.com E-mail: city.bmc@gmail.com



#### **Bhavnagar Municipal corporation**

#### **NOTICEINVITINGTENDER**

TenderNoticeforPROJECTMANAGEMENTUNIT(PMU)atBhavnagar Municipal corporation -2024

BMCinvitesonlinetendersfromfirmswhohaveexperienceinProjectManagementUnit(PMU)forUrbanInfr astructureProjects of BMC in Gujarat State.

Nameofwork	EarnestMoney Deposit(Rs).	Tenderfee
RequestforProposalforProjectManagement		
Unit(PMU)forUrbanInfrastructureProjects of	3,61,080 /-	6,000/-
BMC in Gujarat State		

BidDocumentDownloadingStartDate	:	05/10/2024
BidDocumentDownloadingEndDate		8/11/2024
Online submissionoftechnical proposal and financial proposal	:	8/11/2024
Pre bidmeeting	:	18/10/2024 15:30
Address ofPre-bidmeeting	:	Bhavnagar Mahanagar Seva Sadan, Sir Mangal Sinhji Road, Near Kalanala, Bhavnagar, Gujarat - 364001.
Last date for Physical submission (EMD, tenderfee& All other Documents)	:	16/11/2024 17:30
Verificationofsubmitteddocument(EMD) tenderfeeetc. intheofficeof BMC	:	18/11/2024
Openingoftenderonline (Preliminary &Technicalproposalonly)	:	18/11/2024
Dateofopeningof price bid	:	afterevaluationof technicalbid
SPECIAL CONDITION	:	Henceforth Bank Guarantee, Earnest Money Deposit, Security Deposit, Fixed
FOR SUBMISSION OF		Deposit, Demand draft of State Bank Of
EMD,BG,SD,FD:-		India will not be accepted.
	BidDocumentDownloadingEndDate Online submissionoftechnicalproposaland financialproposal Pre bidmeeting  Address ofPre-bidmeeting  Last date for Physicalsubmission (EMD, tenderfee& All other Documents) Verificationofsubmitteddocument(EMD) tenderfeeetc. intheofficeof BMC Openingoftenderonline (Preliminary &Technicalproposalonly)  Dateofopeningof price bid  SPECIAL CONDITION FOR SUBMISSION OF	BidDocumentDownloadingEndDate  Online submissionoftechnicalproposaland financialproposal  Pre bidmeeting  Address ofPre-bidmeeting  :  Last date for Physicalsubmission (EMD, tenderfee& All other Documents)  Verificationofsubmitteddocument(EMD) tenderfeeetc. intheofficeof BMC  Openingoftenderonline (Preliminary &Technicalproposalonly)  Dateofopeningof price bid  SPECIAL CONDITION  FOR SUBMISSION OF

#### Terms:

- a) This notice and tender documents are available on following internet site address for e-tender.http://www.nprocure.com
  - A complete set of tender can be downloaded from above websites.
- b) Bidsshallremainvalidfor180days(onehundredandeightydays)fromthedateofsubmissionofthete
- c) AnybidnotaccompaniedbycostoftenderandEarnestMoneyasintheNITwillberejectedasnonrespo
- d) BMC willnotberesponsibleforanydelayinsubmissionofbidinelectronic/physical form
- e) BMC reserves the right to accept or reject any bid, and to cancel the bidding process and reject allbids, at any time prior to award of the Contract, without incurring any liability to the

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Bhavnagar municipal corporation

affected bidder orbiddersoranyobligationtoinformtheaffectedbidderorbiddersonthegroundsofEmployer'saction

f) AddressofCommunication

Bhavnagar Mahanagar Seva Sadan, Sir Mangal Sinhji Road, Near Kalanala, Bhavnagar, Gujarat - 364001

# This tender notice can be viewed on https://bmcgujarat.comtender documents can

# $be down loaded and submitted on the http: \verb|\www.nprocure.comwebsite|\\ E-Tender Notice$

DepartmentName	Bhavnagar Municipal Corporation	
Circle/Division	BMC, Bhavnagar	
TenderNoticeNo	BMC/City Engg/2024-25/1	
NameofProject:	RequestforProposalforProjectManagementUnit(PMU)forUrbanInfrastructur eProjectsof BMC in GujaratState	
BiddingType	Open	
BidCall(Nos)	1	
ContractPeriod	05Year-MissionPeriod(extendable)	
TenderCurrencyType	Single	
TenderCurrencySettings	IndianRupee (INR)	
JointVenture	NotAllowed	
Rebate	NotAllowed	
AmountDetails		
BidDocumentFee/Bid ProcessingFees	Rs. 6,000/- (Six Thousand Only)/- in form of D.D.	
Bid Document Fee Payable to:	Demand draft in favor of Commissioner, Municipal corporation Bhavnagar	
EMD(INR):	Rs. <b>361080 /- (Three lac sixty one thousand eighty only)</b> in form of Demand draft in favor of Commissioner, Municipal corporation Bhavnagar	
EMDInFavorof:	D.D. in favor of Commissioner ,Municipal corporation Bhavnagar	
RFP Dates	Note:AllDatesareindd.mm.yyyyhr:minasperIndianStandardTime(IST)	
PreBidMeetingVenue	Bhavnagar Mahanagar Seva Sadan,	
	Sir Mangal Sinhji Road, Near Kalanala,	
	Bhavnagar, Gujarat - 364001.	
BidValidityPeriod	<b>180</b> Daysfrom lastdateofsubmissionofbid.	
PhysicalsubmissionofRFPF ee,EarnestMoneyDeposit and PQsupportin gdocuments	<ul> <li>Instrument of RFP fee &amp; EMD shall be submitted in electronic formatonlythroughonline(Byscanning)whileuploadingthebid. Thissubmi ssion shall mean that RFP fee and EMD are received for the purposeof opening the bid. Accordingly, those offers shall be opened whoseRFP feeandEMDis receivedelectronically.</li> <li>However, for the purpose of realization of instrument of RFP fee &amp;EMD, consultant shall send the same in original through RPAD/ SpeedPost/ so as to reach to the office of theBMC ,Bhavnagarduringofficehoursasperthe datesgiven inNIT.</li> <li>Consultants who fail to furnish RFP fee &amp; EMD as submitted with theironline proposals in original within stipulated time as indicated abovewill be outright rejected and their proposal shall not be considered forfurtherevaluation.</li> <li>TheconsultanthastoqualifyasperRFPdocuments.</li> </ul>	

	Bhavnagar municipal corporation	
	<ul> <li>Registration Certificate, PAN Card, shall be scanned and uploaded on- lineonly.</li> </ul>	
Payments details	RFP Fee (Document fee) (Non Refundable)	
•	Rs.6,000/- (Six Thousand Only)in form of demand draft in	
	favorCommissionerMunicipalCorporation, Bhavnagar payable at Bhavnagar. Demand draft shall be issued by any Nationalized Banks or as per list mentioned in GR of Finance Department, GR No: EMD/10/2018/DMO Date: 16.04.2018.	
	Earnest Money Deposit (EMD)	
	Rs. 361080 /- (Three lac sixty one thousand eighty only)in form of D.D., in	
	favor of Commissioner Municipal Corporation, Bhavnagar. Valid up to	
	closure of the bid validity period of 210 Days i.e. (Total of 180+30=210	
	Days). Guarantees as SD/ EMD issued by banks any Nationalized Banks	
	or as per list mentioned in GR of Finance Department,	
	GR No: EMD/10/2018/DMO Date: 16.04.2018 will only be accepted.	
ContactDetails		
OfficerInvitingBids:	Commissioner of BMC /City Engineer	
BidOpeningAuthority:	Commissioner of BMC /City Engineer	
Address:	Bhavnagar Mahanagar Seva Sadan,	
	Sir Mangal Sinhji Road, Near Kalanala,	
DI	Bhavnagar, Gujarat - 364001.	
Phone:	02782511605	
Email:	City.bmc@gmail.com  The fell provide a decrease and a least of the second and the	
Submissionoftender	ThefollowingdocumentsshallbeuploadedwhilesubmittingtheBidsonline:  ScannedcopyofDemandDraftastenderfee ScannedcopyofDemandDraftasEMD Scannedcopyofcompanyregistrationcertificate Scannedcopyof PANCard ScannedcopiesofExperiencecertificatesshowingsuccessfulcompletion of work(with certificate) Scancopiesoffinance documents In addition to the documents mentioned above, the documents required asper attached Forms & Annexure are also to be attached Forms & Annexureare also to be uploaded. Bidder shall submit their offer i.e. Technical bid aswellaspricebidinelectronicformatonstipulatedwebsite&dateasmentionedinthetenderdocument.	

Gene	ralTerms&Conditions:				
	DownloadingofTenderDocument				
1	<ul> <li>Interestedagenciescandownloadthe tenderdocumentfreeofcost fromthewebsite.</li> <li>BidderswhowishtoparticipateintheTenderwillhavetoregisteronwebsitewww.nprocure.com.</li> </ul>				
2	<ul> <li>DigitalCertificate</li> <li>■ Bidders who wish to participate in this Tender will have to procure/ should have legallyvalid Digital Certificateas per Information TechnologyAct-2000 (Class-III) using whichtheycansigntheirelectronic RFP.'</li> <li>■ Bidders can procure the same from (n)Code Solutions-A Division of GNFC Ltd. who arelicensedCertifyingAuthoritybyGovt.ofIndiahavingfollowingaddressandcontactinformati on:         <ul> <li>(n)CodeSolutions(ADivisionofGNFCLtd.)</li> <li>(n)ProcureCell</li> <li>403, GNFC Info tower,</li> <li>S.G.Road,Bodakdev,Ahmedabad-300054.Gujarat</li> <li>Phone:+917940007501,40007512,40007516,40007517,40007525</li> <li>+917926854511to13,(Ext.501,512,516,517,525),+917930181689</li> <li>Fax:+917926857321,40007533</li> <li>Email:nprocure@ncode.in</li> <li>TOLLFREENUMBER:1-800-233-1010(Ext.501,512,516,517,525)</li> <li>BidderswhoalreadyhaveavalidDigitalCertificateneednotprocureanewDigitalCertificate.</li> </ul> </li> </ul>				
3	Pre-BidConference Pre-bid conference for this tender shall be conducted on the date shown in NIT at Bhavnagar Mahanagar Seva Sadan, Sir Mangal Sinhji Road, Near Kalanala, Bhavnagar, Gujarat - 364001. The Bidders shall obtain the clarifications to the queries raised in the form of Minutes of Meetingwhichwillbeuploaded by BMC on the website. These Minutes and any amendment shall be apart of Tender Document.				
4	<ul> <li>OnlineSubmissionofTechnicalandPriceBid</li> <li>Bidders can prepare and edit their offers number of times before final submission. Oncefinallysubmitted, the biddercannot edittheir offers submittedinanycase.No written oronline requestin this regard shallbe granted.</li> <li>Bidder shall submit their offer i.e. technical bid as well as price Bid in Electronic Form onthe above mentioned website latest by the submission date as mentioned above afterdigitallysigningthesame.</li> <li>Offerssubmittedwithoutdigitallysignedwillnotbeaccepted.</li> <li>Offersonly inphysicalformwillnotbe acceptedinanycase.</li> </ul>				
5	<ul> <li>OpeningofTender</li> <li>Opening of Bid documents will be held on Dt. &amp; time shown in NIT at the office.</li> <li>Bhavnagar Mahanagar Seva Sadan, Near Kalanala, Bhavnagar, Gujarat - 364001.</li> <li>Intending bidders or the representative (with Power of Attorney) who wish to remairpresent at BMC, premises at the time of tender opening can do so.</li> <li>TheOfflinetechnicalevaluationofthetendersreceivedonorbeforelastdateofsubmissionwould be doneandresultswillbedisplayedonwebsite.</li> <li>After Successful completion of Technical Evaluation, price bid of only those bidders shall beopenedonlinewhoarefoundqualified.</li> </ul>				

	Contactingofficer
	<ul> <li>Further Details/ Clarifications if any required will be available from:City Engineer,BMC, Gujarat Ph0278-2511605</li> </ul>
6	<ul> <li>Incasea bidderneedsanyclarification/assistanceoriftrainingrequiredforparticipatinginonline tender, they cancontact thefollowingoffice.</li> </ul>
	M/s(n)CodeSolutions
	ADivisionofGujaratNarmadaValleyFertilizersCompanyLtd.301, GNFC Infotower,BodakDev,Ahmedabad-300 054Phone:079- 26857316,26857317/18; Fax:+91-79-26857321
	Email: marketing@ncodesolutions.comorwww.nprocure.com
	GeneralInstruction
	<ul> <li>Thefeesforonline tenderdocumentwillnotbe refundedunderanycircumstances.</li> <li>ConsultingFirmsshallhavetosubmittechnicalbidaswellasprice bidinelectronicformatonlyonnprocurewebsitetill thelast date and time for submission.</li> <li>BidsshallonlybesignedbyAuthorizedSignatory.</li> <li>Offersonly inphysicalformwillnotbeacceptedinanycase</li> <li>EMD intheform specified intender documentonly shall beaccepted.</li> <li>TenderswithoutTenderfees, EarnestMoneyDeposit(EMD) and which do not fulfill allorany of the condition or submitted incomplete in any respect will be rejected.</li> <li>Conditional tendershall not beaccepted.</li> </ul>
7	<ul> <li>Bids shall be self-explanatory, self-content proposal, no reference to external documents willbeconsidered. Reference documents uploaded with the bidwill only beconsidered</li> <li>The bidders are advised to readcarefully the Instruction to Bidder, Eligibility criteria for qualification contained in the tender documents</li> <li>The Bidders are advised to readcarefully the "Instruction for Bidder" and</li> <li>"Eligibility Criteria" contained in the tender documents.</li> <li>The internet site address for E-Tender is <a href="http://www.nprocure.com">http://www.nprocure.com</a></li> <li>Other terms and conditions as perdetailed tender documents</li> </ul>
8	BMC reserve the right store jectanyoral Ithe tenders without assigning any reason the reof.

City Engineer, Municipal Corporation, Bhavnagar

#### **FactSheet**

No.	KeyInformation	Detail	
1	AssignmentTitle	RequestforProposalforProjectManagement Unit(PMU)forUrbanInfrastructureProjects of BMC in Gujarat State	
2	Purchaser	Bhavnagar Municipal corporation	
3	Location	Bhavnagar,Gujarat	
	BidSo	ubmissionsandEvaluatio n	
4	BidSubmissions	E-procurementsubmissionathttps://www.nprocure.com	
		BidConditions	
5	MethodofSelection/Bi dParameter	The evaluation of proposals shall be on the principle ofQuality Cum Cost Based Selection (QCBS) based on thefinalweightedscore.  OnlytheBiddersmatchingtheprequalificationcriteriawillbeselectedforfurtherevaluation.  The technicalproposalshallbe evaluatedbasedontechnical evaluationasmentionedunder "TechnicalProposal EvaluationCriteria". EachresponsiveProposal will be given a technical score (St). Technicalweightage(Tw)willbe 80%  The proposal with the lowest cost (Fm) shall be givena financial score (Fs) of 100 points. The financial scoresofotherproposalsshall be computedasfollows:- Fs = 100 x Fm/F WhereF=amountofFinancial ProposalFinancialWeightage (Fw)20%  Combined Quality and Cost Evaluation- The total scoreshallbeobtainedbyweightingthecombinedquality/technical and cost scores and adding them, asfollows:- S=(StxTw)+(FsxFw)	

6	EMD/BidSecurity	Rs. Rs. <b>361080 /- (Three lac sixty one thousand eighty only)</b> intheformofDemandDraft
7	ValidityforEMD/BidSecurity	210Daysi.e.(Totalof 180+30=210Days)(from lastdateofsubmissionofbid.)
8	PerformanceSecurity	10% of the Cost discovered throughten derprocess
9	Tenderfee	Rs. <b>6,000/- (Six Thousand Only)</b> (Non Refundable)intheformofDemandDraft
10	Pre-bidmeeting	18/10/2024 15:30 At Office of the City Engineer – Bhavnagar Munucipal Corporation.
14	EndDateforSubmissiono fEMD, Tender Fee& Other All Documents(Physically)	16/11/2024
15	DateandTimeofOpeningof TechnicalBids	18/11/2024
16	OpeningofPrice/Financi alBid	Tobeintimatedlater
17	Language	English
18	AssignmentDuration	Duration of assignment will be for 05 years (MissionPeriod)from the date of issuance of work order(extendablebasedonthemutualagreementofBM C&selectedagency)

(Section1)

#### 1.Letteroflnvitation

To,		

## Sub: RequestforProposalforProjectManagement Unit(PMU)forUrbanInfrastructureProjects of BMC in Gujarat State

- 1) BMC is a local government committed to provide basic infrastructure facilities to the people of city through different scheme i.e. AMRUT, AMRUT 2.0, Smart Cities Mission, SJMMSVY & others; under whichprojectsof varioussectorssuchasWaterSupply,UndergroundSewerage,StormWaterDrainage, Rejuvenation of Water Bodies incl. development of parks & green spaces ,Roadshall betaken up in phase manner.
- **2)** BMC intends to hire the services for Project Management Unit for Urban InfrastructureProjectstaken upbythe officeof BMC.
- 3) TheeligibilitycriteriaaspertheSection-2ofthisRFP.
- **4)** Agencies are, therefore, invited through this Request for Proposal (RFP) to upload with digitally signed Technical and Financial offers for further consideration by BMC for selection of the consultants.
- 5) This Volume- 1 of Technical proposal includes the following sections. Volume- 2, is the priceproposal, provided inaseparate volume

C1: 1	Lattered by that are
Section-1	Letterof Invitation
	Background
	Termsof Reference (ToR)/ScopeofWork
Section-2	, , ,
	Resource
	DeploymentSpecialins
	tructions
Section-3	TechnicalProposal-StandardForms
Section-4	Broadscopeofworkandrequest for proposal
Section-5	GeneralConditionsofContract
Section-5	SpecialConditionsofContract
	Demand Draft for tender fee & Emd shall be submitted in Electronic
	Formate through online scanning alongwith all the supporting
	documents such as Registration, Bank Solvency Certificate etc. while
	uploading thebid. Offer of those will be opened whose EMD & Tender
	fee is received electronically alongwith the bids. however for the
	purpose of realization of Demand Draft bidder shall send them in original alongwith all the required documents mentioned in the tender
	documents through RPAD/Speed post/Reg AD so as they reach to the
	office of City Engineer Bhavnagar Municipal Corporation during office
	hours between -09-11-2024 to 16-11-2024 17:30 pm. Penaltative
	action shall identinitiated for not submitting the supporting documents
	in original to C.E. by bidder. Hard copy will not be accepted and
	considered.Successfull Bids (Preliminary & Technical Bid), SPECIAL

	Bhavnagar municipal corporation
	CONDITION
	FOR SUBMISSION OF
	EMD,BG,SD,FD:- Henceforth Bank Guarantee, Earnest Money Deposit,
	Security Deposit, Fixed Deposit, Demand draft of State Bank Of India
	will not be accepted.
Section-6	AppendicesStandardFormofContract

#### 6) Address forSubmissionofBid

The Consultants are requested to ensure that the Technical Proposal along with Tender Fee and EMD (original) are submitted with the dates specified in the NIT during office Hours with the reference number, name of the project and clear identification of the Contents on the envelope as per mention in Inviting notice (f)

Yourssincerely,

(Section2)

#### 1. Background

#### Objective of Bhavnagar Municipal Corporation

- CitiesandtownshaveavitalroleinState'ssocioeconomicdevelopment,transformation, and change. Apart from their contribution to the country's GrossDomestic Product (GDP), which is currently more than 55% and their growingrole in the global markets cities in India are the center point of innovations andhubof economicactivities.
- At the same time, cities and towns are stressed in terms of infrastructure andservice availability. To cope up with increasing requirement of urban area, theGovernment of India has launched its flagship mission, viz., Atal Mission forRejuvenation & Urban Transformation (AMRUT) and Smart Cities Mission (SCM)in 2015 ext.for the social, cultural, economic and physical development of Bhavnagar cities.
- It has been observed that many a times schemes does not yield desired resultsdue to inertia getting set in, lack of continuous monitoring and diminished focusand also due to lack of integration of new knowledge, information, new skills,managementandexpertise. To overcome this problem and get time-bound result, in many cases, missionmodeapproachhasbeenadopted,whichhasworkedsuccessfully.
- They have to provide excellent and better infrastructure, hassle free life and areto be vibrant, professionally managed towns and cities with integrated deliverysystems guided by the principles of good governance and public accountability. To achieve this goal, the mission's objective is to support urban renewal andurban infrastructure development in the given timeframe for attaining betterliving standards, facilities and creating facilitative environment for people to liveandworkin urban area of BMC.TheMissionwouldalsoextendtechnological, financial, managerial, coordination and planning activity to BMC for efficient and effective implementation of project along with sustainability ofutility services.

#### 2. TermsofReference(ToR)/Scope ofWork

TheproposedPMUwillidentifyprojects(Watersupply,Sewerage,Roads & Bridges, StormWaterDrainage, Rejuvenation of water bodies,development of parks & green spaces And Various Special Buildings)based onactual requirement of the BMC/Authorities/ respective implementing agencies. PMUshallidentifytheframeworkandcarryoutrequiredinvestigation/feasibilitystudy,review / checking of DPRs & DTPs and implementation monitoring. The PMU will also ensurecompliancesandmonitoringoftheprojectactivitiesusinglatestITtoolsandtechniques suchasonlinemonitoringofworksiteswiththeaidofcybertools.Moreover,Reformsimpleme ntation&relatedactivitieswillalsobethepartofPMUactivities.

Project Management Unit (PMU) will be responsible for the management aspects **BMC** ofvarious projects undertaken by The BMC-Commissioner PMUwillmanageprojectimplementation, report to andcoordinatewithvariousdepartments/agencies/stakeholdersforensuringsmoothprojec tsanction,implementationandmeettheplannedtargetsandensuretheiroutreach.PMUwillc arryout a multi-stage exercise in close collaboration with the BMC commissioner/ State Govt. and otherstakeholder/ in charge of water, drainage, town planning, Tax& audit, Accounting, infrastructure department/ Authorities/ Implementation Agencies/Various Departments of State & Central Govt. The PMU City Team will work in closeliaison with the implementing agencies, Project Management Consultants, Third PartyAgencies or other concern offices/ organizations or other stakeholders. The PMU CityTeam will have to conduct regular site visits & monitor all allied activities related totheallottedprojects.

#### i. DetailedSoW/ToRtoPMU Team issummarized asbelow:

#### a. ProjectManagement

- Handhold support to BMC for project identification, DPR approval, DPR scrutiny, procurement, supervision, costcontrol, scheduling, riskmanagement, monitoring, reporting, and ensuring compliances and due diligences required for the project;
- 2. Planning, scheduling and monitoring of the projects using MIS/latest IT tools and techniques such as online monitoring of works it es with the aid of cybertools.
- 3. Reformsimplementation&relatedactivitieswillalsobethepartofPMUactivities.
- Assistinconductingregularmeetingswithallstakeholders,contractors,andothergovernment entities, etc., to discuss progress and issues related to implementation, and prepareminutesforrecordingandcirculation;

- 5. Establishallnecessaryrecordsandtheproceduresofmaintaining/updatingsuchrecordsforeachpacka geandfortheentireproject.
- 6. Develop and implement procedures for timely payments to the contractors and monitor for compliance.
- 7. Monitor implementation of mitigation measures for the project and update the Plan as per requirement.
- 8. Any other activity which is related to this category and desired by BMC

#### b. Projectreviewandstudies-investigations

- 1. ReviewexistingstatusofphysicalInfrastructurebasedonavailabledocumentsandotheravailable secondary data & identify data gap. If the documents are not available, compilation ofthedatashallbe done by relevant studies, investigations or site visits & site supervision.
- 2. Review of land availability, rehabilitation resettlement & Environmental issues for identified projects.
- 3. Identifyrequirementsofsurveys, studies and investigations.
- 4. Review the detailed project reports (DPRs); draft tender papers (DTPs); technical evaluation; financial proposals; other proposals submitted by the ULBs/ implementing agencies and alsoprovide the technical inputs for the same.
- 5. Preparation/reviewofthemonitoringtemplatesforprojectprogress
- 6. Prepareandcirculate periodicprogram statusreports.
- 7. Escalateissuesto BMC onanydelay inachievementofmilestones.
- 8. MonitoringandreportingtheimplementationofallprojectsacrosstheMinistrytomeetprogramtarget sinatimelymanner.Providesupportinbidprocessmanagement,postpublicationoftheRFP.Thiswouldincludeprovidingassistanceinthefollowing.
  - a. Preparation of contractdocumentbased on the RFP floated (if required)
  - b. Assist in Tender opening, Evaluation of Tender
  - 9. Anyotheractivity whichisrelated to this category and desired by BMC

#### C. ImplementationofUrbanReforms

- Responsibleforimplementation and timely achievement of all Urban Reforms milestones mentioned under various centrally/ state funded schemes, which are under implementation at GUDM/State/central.
- 2. AssisttheexistingUrbanReformCellanditsspecialistsintechnicaldifficulties,preparationofrequiredpoliciesandmonitoringofotherexistingservices.
- 3. Coordinationwith the agencies catering various services against reforms milestones, read and assess their reports and prepare the improvement plan.
- 4. Preparation of proposal for implementation of reforms according to the best practices
- 5. Impactassessmentofongoingreforms, gapanalysis and improvement plan
- 6. Monitoringofreformsimplementationandtimelysubmissionofreportsincludingcomments/observa

- tionforimprovement required, if any
- 7. Anyotheractivitywhichisrelatedtothiscategory anddesiredbyBMC

#### d. CapacityBuilding

PMUwillberesponsibleforplanning, and execution of capacity building related activities which involves,

- 1. Helptoprepare/publishquidelines, notifications, model, RFPsetc.inofficial gazette.
- $2. \quad Lia is on and help or ganize National/Regional level workshops and training sessions.$
- 3. Co-ordinate forupdateofthe software trainingmanualandothersoftwaretrainingmaterials
- 4. AssisttheBMC in keepingthetrainingmaterialupdatedonthewebsite
- 5. Assist the internal divisions in conducting the training sessions on the implementation guidelinesinthetrainingenvironment
- 6. Create and manage a knowledge repository of best practices and guidelines which the otherdepartments/ministriescouldutilize.
- 7. Workshops:Toachievetheobjectivesoftheprojectandtoensureconsistencyinitsimplementation,an umberofworkshopswouldbeconductedbyBMCforsharingofProcedures, Guidelines and Project Learning. PMU would assist BMC in conducting workshopsby:
  - a. Identifyingareasandtopicswhereworkshopsare required
  - b. Suggestingthe profileofparticipants and duration of workshops
  - c. Preparationofagendaitems, and presentations
  - d. ConductingtheWorkshopincludingPresentation,DiscussionandFAQs
  - $e. \quad Document at ion on the workshop Learning to be shared across the participants. \\$

### 3.ResourceDeployment

### $\textbf{(A)} \ Biddershall deploy following resources on \ the project as PMUTeam$

S.No.	KeyPersonnel	EducationalQualifi cation	
		Cation	
1	Team Leader	Graduate in Civil engineering	<ul> <li>At least 10years of experience in program/Project management of Urban Service delivery(Water Supply/ Sewerage/Drainage/ Solid WasteManagementofwhichminimum 5yearsinLeadership Roles.</li> <li>Experienceofmanaginglargeinfrastruct uredevelopment program in Semi Govt./Govt. sector will bepreferred.</li> </ul>
2	Senior water supply expert	Graduate in Civil Engineering	<ul> <li>Atleast5years ofexperience in urban Water supply projects</li> <li>Experience in water supply design and implementation. Well known with water Gem software.</li> <li>Experienceofmanaginglargeinfrastruct uredevelopment program in Semi Govt./Govt. sector will bepreferred.</li> </ul>
3	Senior Sewerage Expert	Graduate in Civil Engineering	<ul> <li>At least 5 years of experience in Wastewater projects Experience in waste water design and implementation well known with sewer Gem software.</li> <li>Experienceofmanaginglargeinfrastruct uredevelopment program in Semi Govt./Govt. sector will bepreferred.</li> </ul>
4	Electric Engineer	B.E./B Tech Electrical Engineering	<ul> <li>At least 05 years' experience respectively in material testing and supervision of pumping station, WTP/STP, electro-mechanical work water supply and sewerage projects</li> <li>Experienceofmanaginglargeinfrastruct uredevelopment program in Semi Govt./Govt. sector will bepreferred.</li> </ul>

S.No.	KeyPersonnel	EducationalQualifi cation	Experience
5	Highway Engineer	Graduate in Civil Engineering	At least 5 years of experience in urban infrastructure projects related to Road /highway /Building/Bridges.     Experienceofmanaginglargeinfrastructuredevelopment program in Semi Govt./Govt. sector will bepreferred.

#### **StateTeam**

S. No.	KeyPersonnel	No.ofStaff
1	TeamLeader/ProjectManager	1
2	2 SeniorWaterSupplyExpert	
3	SeniorSewerageExpert	1
4	ElectricalEngineer	1
5 Highway Engineer		1
	Total	05

#### Note:

- 1. The bidder has to provide 01 CV for each position and all the above-mentioned staff must be on payroll for atleast01 year.
- 2. Bidders may be asked to cut down resources from one role profile and add resources to other role profilesmentioned in the table above as per the requirement of BMC. In such scenario, Bidder will be given 30daysto findthesuitablemanpowerresource(s).
- 3. Allresourcesmentionedduringthebiddingprocess/providedduringAssignmentmustbeab letoread,speakandunderstandGujaratilanguage.
- 4. Resources deployed at BMC cannot be utilized in any other activities of any other firm / organization(s)forthedeployment period.
- 5. Deployedstaffshouldnotbereplacedwithoutpriorapprovalofthe competentauthorityofBMC.
- 6. Finaldeploymentofallthestaffshallbedoneafterthe approvaloftheofficeofBMC.(refersection-2,clause6.1)

#### a. OtherResponsibility

PMU shall ensure minimal disruption to the project, and where required provide a replacement resource tominimize adverse impact on the project. All the deployed resources have to work according to the routine oftheofficeoftheBMC.

BMC won'tallowany replacement withintheinitial24monthsofresourcesdeputedintheproject.Incase of a replacement/ attrition, permission from BMC would be sought by the vendor at least one month inadvanceamandatorilyaminimumof10days(working)ofhand-holdingperiodmustbeensured.Correspondingpenalty ismentioned inSection8.1.

#### 4. Deliverables

#### The deliverables shall include the following-

#	Stream	Deliverable	Frequency
1	ProgramManagementUnit	QuarterlyWorkPlan	7dayspriortoquarter*ending
2	ProgramManagementUnit	Monthlystatus/progress Report	Monthly

<sup>\*</sup>Work plan for first quarter needs to be submitted within the first week of deployment or asperthe directionofBMC.

#### NOTE:

- Approved Quarterly work plan must be approved and submitted with the approved MonthlyStatusReportforissuingpayment bytheBMC.
- Anynew/additionalitemidentified/tobeundertakenbyPMUduringthecourseofaquarterwill beadded asper directionofBMC.

#### ProjectLocation&Travel(tobelocatedinBMC)

- The services from the selected agency shall have to be delivered through an onsitemodel. All the resource personnel of Project Management Unit (PMU) Teamwouldbe based in the BMC only.
- Workingspace(aspertherequirement&availability)willbeprovidedbyBMC
- Alltherelevantinfrastructuresandstationeriesi.e.Computers/Systems,InternetFacility,
   Printing Facilities, Telephone facility, Software, maintenance of the utilities, etc.shall be arranged by the BMC itself. No additional cost will be paid towards this fromtheclient
- Electricitycostwillbeborne byBMC
- Given the nature of the engagement, it may also become necessary for the PMU
  teammemberstotraveloutsideBhavnagar.Insuchevent,thebidderteamwouldberequired
  to travel as per the requirements of the project with prior approval of
  BMC.Arrangements willbe made by selective Agency & payment will remain in scope of
  Selected Agency itself.
- Anyadditionalexpenses shallbebornebyconsultantitself.

#### TermofEngagement

- The team is to be engaged for a period as mentioned in the fact sheet. Any extension beyond this period will be considered by the BMC based on the project requirements at that stage and the performance of the selected bidder.
- No cost escalation /cost of extra efforts will be provided orentertained to the selected agency during the contract period or during the extended period of the contract agreement.

#### **ExpectationsfromBMC**

- (a) Timely availability of details for GUDM/ City/ ULB/ RCM officials at/ before the timeofmeetings, executive worksessions, etc.
- (b) Activestakeholderinvolvementfromthebeginningoftheproject
- (c) Timely availability and easy access to all relevant information, policy documents,processmanuals,notes,internalcirculars,and auditreports,etc.asperthe requirement.
- (d) Timelyresponsefrommanagement atdecisionpointsandondeliverables.
- (a) Project room in premises of BMC for the project team with telephone, internetaccessandprinter.
- (b) All documents & software which are directly or indirectly associated and connected to the Schemes under BMC shall be provided to the team members as per therequirementandalsoaccessible by the concernofficials of BMC.
- (c) Mobilization Advance: Mobilization advance is not to be paid under this consultancycontract.

#### 5 Payment

Biddershallbepaidasperthepaymentscheduleandtermsandconditionsmentionedin thissection.

#### **PaymentSchedule**

Payments for Project Management Unit (PMU) shall be done on bimonthly basis, based on actual deployment of resources on the project. All the payments will bemade on pro-rata basis for all deployed resources. There will not be any separatepayments for any resourceunits.

#	Milestone/Deliverables	PaymentMilestone
1	SignedoffQuarterlyActionplanandQuarterl yProgressreportofdeployedresources	100%ofdueQuarterlyinstallmentsovertheAnnual periodofcontract  (Calculatedbasedonactualdeploymentofresource s)
2	Miscellaneous	No extra miscellaneouspaymentswillbepaidorentertaine dtotheselectedagency

#### **PaymentTerms andConditions**

Applicableservicetax/GST/anyothertaxwouldbepaidaspertheprevalentratesonthedateofinv oicing. (Note: All Rates Shall be Excluding GST while filling rates online)

ThepaymentwouldbedoneattheendofeveryMonthinareas

basistheactualnumberofresourcesdeployed duringtheperiod.

Theoriginal bill/invoice for the services rendered must be furnished by the

bidder, aspertheterms and conditions contained in this document.

BMCshallconsiderandapprovetheinvoicesandtherelateddeliverables/

Milestonebasedonits approval process prior to release of payment.

Consultantshallbenot

provided

any annual rise in the rate quote dinfinancial bid to motivate the procure dexperts after due valuation of the allocated staff.

Noextra/miscellaneouspayments

will be paid or entertained to the selected agency apart from the mentioned in the financial bid by the selected bid der.

Payment shall be done only for that manpower who has actually attended the client's office and considering the applicable official working days of the BMC office.

The financial bid submitted by the Bidder must be in conformity with the

paymentterms proposed by BMC. Any deviation from the proposed payment terms wouldnot be accepted. BMC shall have the right to withhold any disputed payment due to the Bidder, incase of delays or defaults on the part of the Bidder. Such withholding of disputed payment shall not amount to a default on the part of BMC. The bill of material is divided in different areas and the payment would be linked to delivery and acceptance of each area.

Any objection/ dispute to the amounts invoiced in the bill shall be raised by BMCwithinreasonabletimefromthedateofreceiptoftheinvoice. Uponsettlement of disputes with respect to any disputed invoice(s), BMC will makepayment within sixty (60) Working Days or a reasonable time as considered by BMC, of these ttlement of such disputes.

#### **6** Penalty

#### Penaltyforexit/replacement

- a. Replacement of staff deployed in the PMU Team will not be permissible for the initial time period of 24 months respectively after award ofthework.
- b. Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with applicable penalty) only in case, the resource leaves the organization by submitting resignation with the presentemployer.
- c. IncaseoffailuretomeetthestandardsoftheBMC(whichincludesefficiency, cooperation, discipline and performance), bidder may be askedto replacetheresourcewithoutanypenaltyforreplacement/exit.
- d. In case of replacement, bidder has to provide the 2 times no. of Cvsagainst the no. of replacement. The replaced resource will be accepted bytheBMConlyifhe/shescoretheequalormoreonthe evaluationcriterion mentioned in this RFP and is found suitable to the satisfaction ofBMC. The outgoing resourceshould complete theknowledge transferwith the replaced resource as per the satisfaction. The bidding firm shall beallowed15 days toreplacetheresource.
- e. The payment for replaced resources will be made as per the man monthratesquoted/agreedby thebidder. However, if the replaced resource obtains less marks in evaluation, payment will be made proportionately.
- f. ThepenaltyofRs.1,50,000/perresourcewouldbeimposedincaseofexit/replacementofresourcefromthep
  rojectwithinthreemonthsstartingfromthedateofdeploymentofrespectiveres
  ource.
- g. After expiry of 15 calendar days of exit, a penalty of Rs. 3000/- per

Bhavnagar municipal corporation

- workingday per resource will also be imposed till suitable replacement is not beingprovidedby thebidder.
- h. However, BMC is freetorelie veany resource at any time (beyond minimum committed period) during contract period without any penalty.

#### 7 Instructionstothe Bidders

#### General

Whileeveryefforthasbeenmadetoprovidecomprehensiveandaccuratebackgroundinf ormation and requirements and specifications, Bidders must formtheir own conclusions about the solution needed to meet the requirements. Biddersand recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until aformal written contract has been executed by or on behalf of the Purchaser. Anynotification of preferred Bidder status by the Purchaser shall not give rise to anyenforceable rights by the Bidder. The Purchaser may cancel this public procuremental any time prior to a formal written contract being executed by or on behalf of the Purchaser.

ThisRFPsupersedesandreplacesanyprevious public documentation & communications, and Bidders should place no reliance on such communications.

Any timelines not specifically specified will be taken as last date of Bid Submissiondate.

#### CompliantProposals/CompletenessofResponse

Bidders are advised to study all instructions, forms, terms, requirements and otherinformation in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document withfullunderstanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposalnon-compliant and the Proposal may be rejected.

Include all documentations pecified in this RFP;

FollowtheformatofthisRFPandrespondtoeachelementintheorderassetoutinthis RFP Complywith all requirements as setoutwithinthisRFP.

#### Codeofintegrity

- a) No official of a procuring entity or a bidder shall act in contravention of the codes which includes prohibition of
  - making offer, solicitation or acceptance of bribe, reward or gift orany material benefit, either directly or indirectly, in exchange for anunfairadvantageintheprocurementprocessortootherwiseinfluenc e theprocurementprocess
  - ii. any omission or misrepresentation that may mislead or attempt tomislead so that financial or other benefit may be obtained, or anobligationavoided.
  - iii. anycollusionbidriggingoranticompetitivebehaviorthatmayimpairthe transparency,fairnessandtheprogressoftheprocurementprocess
  - iv. improperuseofinformationprovidedbytheprocuringentitytothebidd erwithanintenttogainunfairadvantageintheprocurementprocessor for personalgain
  - anyfinancial or businesstransactionsbetween the bidder and anyofficialoftheprocuringentityrelatedtotenderorexecutionprocess of contract; which can affect the decision of the procuringentitydirectlyorindirectly
  - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process
  - vii. obstructionofanyinvestigationorauditingofaprocurementprocess
  - viii. makingfalsedeclarationorprovidingfalseinformationforparticipationi na tender processor tosecure acontract
- b) Disclosure of conflict of interest.
- c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- d) Incaseofanyreportedviolations, the procuring entity, aftergiving are as on able op portunity of being heard, comes to the conclusion that abidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

#### **Pre-BidMeeting&Clarifications**

#### Pre-bidConference

- a. Purchaser shall hold a pre-bid meeting with the prospective Bidders on the date and time mentioned in the Notice Inviting Tender.
- TheBidderswillhavetoensurethattheirqueriesforPre-BidmeetingshouldreachtotheCity
   Engineer / Commissioner of BMC by Email city.bmc@gmail.com beforethe dayofPre-bidmeeting.
- c. Thequeriesshouldnecessarilybesubmittedinthefollowingformat:

No.	RFP Document Reference(s)(Section&P ageNo.)	Content ng	of RFPrequiri	Pointsofclarification
1.				
2.				
3.				
4.				
5.				
6.				

d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

#### Responses to Pre-Bid Queries and Issue of Corrigen dum

- a. The Officer notified by the Purchaser will endeavor to provide timely response to allqueries. However, Purchasermakes no representation or warranty as to the completene ss or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFPD ocument by a corrigen dum.
- c. The Corrigendum (if any) &clarifications to thequeriesfromall Bidders will beposted on the <a href="https://www.nprocure.com">www.nprocure.com</a>
- d. Anysuchcorrigendumshallbedeemedto beincorporatedintothisRFP.
- e. ToprovideprospectiveBiddersreasonabletimefortaking thecorrigendum intoaccount,BMCmay,atitsdiscretion,extendthelastdateforthereceiptofProposals.

#### Keyinstructionsofthebid

#### RighttoTerminate theProcess

- a. Purchaser may terminate the RFP process at any time and without assigning anyreason. Purchaser makes no commitments, express or implied, that this process willresultina business transactionwithanyone.
- b. This RFP does not constitute an offer by Purchaser. The Bidder's participation in thisprocess may result Purchaser selecting the Bidder to engage towards execution of the contract.

#### **RFPdocumentfees**

- a. The RFP documents have been made available to be download without any fee fromthewebsitewww.nprocure.com
- b. The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or within a dequate RFPD ocument fees shall be rejected.

#### EarnestMoneyDeposit(EMD)/BidSecurity

- a. Bidders shall submit, along with their Proposals, an EMD of Rs. **361080** /- (Three lac sixty one thousand eighty only) only, in the form of a demand draft. The paymenttransferrelated information is as follows:
- i. EMD infavorof "Commissioner, Municipal Corporation, Bhavnagar".
- ii. DemandDraft:Payableat Bhavnagar
- b. EMD of all Bidders (Except L1 & L2) would be refunded by Purchaser within 90 days of theBidder being notified as being unsuccessful. The EMD, for the amountmentionedabove, of successful Bidder would be returned upon submission of Performance BankGuaranteeaspertheformat provided inAppendixIII.
- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidderswithoutany accrued interestonit.
  - d. Thebid/proposalsubmittedwithoutEMD,mentionedabove,willbesummarilyreje cted.
  - e. TheEMDmaybeforfeited:
    - i. IfaBidder withdraws itsbidduring theperiodof bidvalidity.
    - ii. IncaseofasuccessfulBidder,iftheBidderfailstosignthecontractinaccordance with this RFP.

#### **SubmissionofProposals**

Bidders should submit their responses as per the procedure specified in the (n)procurewebsite<u>www.nprocure.com</u>in being used for this purpose. Generally, the items to beuploaded on the portal would include all the related documents mentioned in this ModelRFP, such as:

- a. TenderFee
- b. EMD
- c. Pre-qualificationresponse
- d. TechnicalProposal
- e. Financialproposal
- f. Additional certifications/ documents E.g. Power of Attorney, CA certificatesonturnover, etc.

However, each of the above documents must be uploaded in the format specified for thispurposeand asper thespecified folder structure inthe(n)procurewebsite.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of thebidding firmandhasbeendulysubmitted(frozen)withinthesubmissiontimelines.BMC will in no case be responsible if the bid is not submitted online with in the specifiedtimelines. All the pages of the Proposal document must be sequentially numbered and must containthelistofcontentswithpagenumbers.Anydeficiencyinthedocumentationmayresultin therejection of the Bidder's Proposal.

#### **AuthenticationofBids**

AProposalshouldbeaccompaniedbyapower-of-attorneyinthenameofthesignatoryofthe Proposal.Acopy ofthesameshouldbeuploadedundertherelevant section/folder on the (n)procure website. Furthermore, the bid must also be submitted onlineafterbeingdigitallysignedbyan authorizedrepresentativeofthebiddingentity.

#### PreparationandsubmissionofProposals

#### **Proposal preparation costs**

The Bidder shall be responsible for all costs incurred in connection with participation in theRFP process, including, but not limited to, costs incurred in conduct of informative and otherdiligenceactivities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and innegotiating a definitive contractor all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conductoroutcome of the bidding process.

#### Language

The Proposal should be filled by the Bidderin English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translations hall govern.

#### Venue&DeadlineforSubmissionofProposals

Incaseofe-

Procurement, the response to RFPs must be submitted on the (n) procure website <u>www.nprocure.co</u> <u>m</u>by the date and time specified for the RFP. Any proposal submitted on the website after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

#### **LateBids**

Bidssubmittedaftertheduedatewillnotbeacceptedbythe(n)procurewebsite<u>www.nprocure.co</u>

<u>mand hence will automatically be rejected.</u> The Purchaser shall not beresponsibleforany delayintheonlinesubmissionofthe proposal.

#### TenderOpening

The Proposals submitted up to the last date of submission and will be opened on the date &time as mentionedinthe NoticeInvitingTenderbyCommissioner /city Engineer Municipal corporation ,Bhavnagar, inthe presence of such of those Bidders or their representatives who may be present at thetimeofopening.

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their Bonafide for attending the opening of the proposal.

#### **TenderValidity**

The offer submitted by the Bidders should be valid for a minimum period 180 days from

thelast dateofsubmissionof Tender.

#### **TenderEvaluation**

Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive. If Proposals.

- a. Are notsubmitted as specified in the RFP document.
- b. ReceivedwithouttheLetterof Authorization(PowerofAttorney)
- c. Are foundwithsuppression of details.
- d. With incomplete information, subjective, conditional offers and partial offerssubmitted.
- e. Submittedwithoutthedocumentsrequestedinthechecklist
- f. Havenon-complianceofany of the clauses stipulated in the RFP
- g. Withlesservalidityperiod
- $h. \hspace{0.5cm} \textbf{All responsive Bids will be considered for further processing as below.} \\$

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

(Section-3)

#### 1. BidEvaluationProcedure

#### **EvaluationCommittee**

- (a) The BMC will constitute a Consultancy Evaluation Committee to evaluate theresponsesof thebidders.
- (b) TheConsultancyEvaluationCommitteeconstitutedbytheBMCshallevaluatetherespon sestotheRFPandallsupportingdocuments/documentaryevidence.Inability to submit requisite supporting documents/ documentary evidence, mayleadtorejection.
- (c) The decision of the Consultancy Evaluation Committee in the evaluation of theresponses to the RFP shall be final. No correspondence will be entertained outsidetheprocessofevaluationwiththeCommittee.
- (d) The Consultancy Evaluation Committee may ask for meetings and presentationswiththeBidders and/orseek clarificationsontheirproposals.
- (e) The Consultancy Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- (f) Each of the responses shall be evaluated as per the criterions and requirementsspecifiedinthisRFP.

#### **Evaluation process**

Bid evaluation will be held in two stages. Initial Bid scrutiny will be held after opening the Pre- Qualification Proposals and after opening of Technical Proposals. Following defects of bids detected during initials crutiny will be treated as non-responsive, if proposals;

- arenotsubmitted asspecified in the RFP document
- arereceivedwithouttheLetterofAuthorization(PowerofAttorney)
- arewithincompleteinformation, subjective, conditional offers and partial offers
- aresubmittedwithoutthedocumentsrequestedinthechecklist
- havenon-complianceofanyoftheclausesstipulatedintheRFP
- arewithlesservalidityperiod
- arewithoutrequiredEMD,TenderFee

All responsive Bids will be considered for further processing as below. The BMC willprepare a list of responsive bidders, who comply with all the Terms and Conditions of the RFP. Alleligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined as below. The decision of the Consultancy Evaluation Committee shall be final in this regard.

- (a) AllresponsivebidswillbeopenedinthepresenceofBidders(whochoosetobepresent)
- (b) BidderswhoqualifytheBiddersEligibilityCriteriaasmentionedinthisSectionoftheRFP, willbeinformed throughanEmail
- (c) Inthenextstage, BMC willdothetechnical evaluation of only Eligible bidders
- (d) TheBidderswillbeinformedthroughanEmailaboutthestatusoftheirtechnicalevaluatio nqualification
- (e) Bidderswhoscoremorethan70%marksintechnicalevaluationasmentionedinthisSecti onoftheRFPwillbe consideredfornext stageofevaluation
- (f) TheCommercialbidsoftechnicallyqualifiedbidderswillbeopenedinthepresenceofBid ders(whochoosetopresent)
- $(q) \qquad \text{The successful bidder will be selected based on the criteria mentioned in this RFP} \\$

#### Bidder's Eligibility Criteria

To qualify, the consultant must have to satisfy the following Mandatory (General & Specific) qualify in grequirements.

#### GeneralRequirement

- (a) The Bidder must have an office in India, operating for minimum last 10 Years. AcertificateofincorporationandPANCardmust be furnished withtechnicalproposal.
- (b) Thebiddershouldnothavebeenblacklisted/debarred/terminatedbyanyGovernment/ Board/ Corporation/ Company/ Statutory Body/ PSU company/ Non-Government/PrivateAgenciesandFundingAgenciesonthetimeofonlinesubmission.
- (c) The experience and financial capability of parent company shall not be considered incase of any Indian Subsidiary.
- (d) Firmsare notallowedtoformJointventureorConsortiumwithotherFirms. Bidders meeting the following criteria are eligible to submit their Bids along with supportingdocuments.IftheBidisnotaccompaniedbyalltherequireddocumentssupportingeligi bilitycriteria,the samewouldberejected:

#### SpecificRequirement

#	BasicRequ irement	SpecificRequirements	DocumentsRequired
1	LegalEntity	<ul> <li>Bidder should be a Company registered underCompaniesAct, 1956/2013</li> <li>BiddershouldberegisteredwiththeService TaxAuthorities(GST)</li> <li>Bidder should have been operating in providingtechnicalsupport/manpower(lik ewiseasmentioned in Section 6.1) for the last five yearsinIndia</li> </ul>	Copy of CertificateofIncorpo ration/Partnership; and CopyofServiceTax(GST)Regist rationCertificate
2	Consortiums/J ointVenture	Consortiums/JointVenturearenotallowed	
3	Turnover inC onsultingServi ces	The Bidder shall have a minimum Annual Turnover of Rs. 200 Cr. (Rupees Two Hundred Crore only) per annum fromprofessionalfeesinany3(three)financial years (2019-20 to 2023-24) during last five years from Indian Operations only. (Audited BalancesheetfromcertifiedCharteredAccount anttobefurnished).	ExtractsfromtheauditedBala ncesheetandProfit&Loss  OR  Certificatefromthestatutory auditor
4	ProgramMana gementExperi enceinrelated projects	The Bidder must be a multidisciplinary consultancyorganizationhavesuccessfullysuper visedcommissioningofinfrastructureprojectssu chaswatersupply,watertreatmentplant,underg rounddrainage,seweragetreatmentplant,storm watersystem & distribution system and roads in last Tenyears (10 years - From year 2013-14 to 2023-24) of total value of not less than Rs. 2000  Crores.Thescopeoftheseprojectsshouldinclude ProgramManagement,DetailedEngineeringDes ign,CostEstimation, Bid Documentation, Evaluation of bids &PreparationofContractAgreements,Construct ionSupervision/ProjectManagementServices& CommissioninofthesystemforprojectsinIndia(Furnishthecopyperformancecertificateissuedby EmployernotbelowtherankofExecutiveEngineer	CompletionCertificatefromt heclient; OR  Work Order+ Self- CertificateofProject/PhaseC ompletion(byAuthorizedSig natory);  OR  Work Order+ PhaseCompletionCertificate fromtheclient

			GUJARATURBANDE VELOPMENTMISSION
			Aself-
		Thebiddershouldnothavebeenblacklisted/deba	certifiedletterthatthebidder(
		rred/terminatedbyanyGovernment/Board/Cor	oranyofitssuccessors) is not
_	D.I	poration/Company/StatutoryBody/PSUcompa	in the activedebarmentlist.
5	Debarment	ny/Non-	Any
		Government/PrivateAgenciesandFunding	,
		5	department/organiza
		Agencies/ undertaking agencies on the	tion/undertakingagenciesofC
		timeofonline submission	entreorState
			Government

Bidders who meet the pre-qualifications criteria requirements would be considered as qualified tomove to the next stage of Technical and Financial evaluations. Date, time and venue of opening of Technical bidderill becommunicated to the successful Bidder.

## BiddersTechnical&FinancialEvaluation

Criteriafortechnicalbidevaluationare as follows:

If a Technical Proposal is determined as not substantially responsive, BMC may reject it. The Technical Proposalsconforming to eligibility criteria will be taken up for detailed technical evaluation. The bidders would be required to make presentation before the Technical Team of BMC, if required, for which intimation would be given to the Firm. The parameters and weight ages to be used for technical evaluation will be as follows:

Sr. No.	Criteria	MaximumMarks	MinimumEligibility Marks
Α	ExperienceoftheFirm	35	24.5
В	ResourceProfileoftheConsultant	30	21
С	FinancialStrength ofthefirm	25	17.5
D	TechnicalApproach&Methodology(includingPre sentation)	10	7
	Total	100	70

The agency have to score a minimum of 70% of the maximum marks in each category for the technically qualification. Only bids having a Technical Score greater than 70% marks in each of the above mentioned 'A', 'B', 'C' & 'D'category shall be qualified for the next stage. The bidder having less than 70% marks in all three or either abovementionedcriteria'A', 'B', 'C' & 'D'; shallnot bequalified for financial bid opening.

# (A) ExperienceoftheFirm

Sr.No.	EvaluationCriteria	Marks
Α	Experienceofthefirm(inlastSevenYears)	Max. 35
а	Preparation/ Review of DPR of Water Supply, UGD, Storm Water DrainageSystem, WaterBodyRejuvenation&Gardenwithalliedcomponentsin Urban/MunicipalAreasonly	Max. 15
1	>=400 Cr.to<700Cr.	10.5
2	>=700Cr.to<1000Cr.	12.75
3	>1000Cr.	15
b	HavingExperienceofworkingasProjectManagementUnit(PMU)forProjectRela tedtoUrbansector (Each eligible assignments should have at least four of the parameters :Technicalsupport,Financialassessment,Policydevelopment,Institutionalstreng thening,Monitoringandevaluation,ProcurementSupport&ContractManageme nt)	Max. 15
1	>=200Cr.to<400Cr.	10.5
2	>=400Cr.to<500Cr.	12.75
3	>=500Cr.	15

С	HavingExperienceinPPPProjects(Transactionadvisory,Planning,DPR, Tenderprocess&Implementation)	Max05
1	>=100Cr.to <200Cr.	3.5
2	>=200Cr.to <250Cr.	4.25
3	>=250Cr.	5

# (B) ResourceProfileoftheConsultant

Sr. No.	<b>EvaluationCriteria</b>	Marks
В	ResourceProfile(StateLevelTeam)	Max. 30
1	TeamLeader/ProjectManager	10
2	SeniorWaterSupplyExpert	6
3	SeniorSewerageExpert	6
4	ElectricalEngineer	4
5	Highway Engineer	4

# Note:

- The bidder has to provide 01 CV for each position and all the above mentioned staff must be on payroll of therespective firm for at least 01 year.
- No alternative proposal for any Key Personnel is being made and onlyone CV for each position has beenfurnished.
- The CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder.Photocopy or unsigned / countersigned CVs shall be rejected; however scanned signature of the Key Personnelcountersignedby the Authority Signatory shall be permissible.
- the CVs shall contain a number taking from the respective KeyPersonnel about his/heravailability for the duration specified in the RfP;
- KeyPersonnelshouldnothavereachedtheageof 70 years at the time of submitting the proposal.
- Finaldeploymentofallthestaffshallbedoneafterthe approvaloftheofficeofBMC.(refersection -2,clause6.1)

# (C) FinancialStrengthof theFirm

С	FinancialstrengthoftheConsultant	Totalmarks:25
	Turn Over in last 5 years(FY2018-19toFY2023- 24)	Marksdistribution
I	>Rs.300Cr	25
II	>Rs.250 Crto<=Rs.300 Cr	21.25
III	>=Rs.200Crto <= Rs.250Cr	17.5

# $\textbf{(D)} \ Technical Approach \& Methodology (including Presentation)\\$

Sr. No.	<b>EvaluationCriteria</b>	Marks
D	TechnicalApproach&Methodology(includingPresentation)	Max.10
1	Understandingofthe BMC Requirements	
2	UnderstandingoflssuesandChallenges inprojectImplementationatBMC	Max.10
3	ProposedApproachandMethodology	

# FinancialBidEvaluation(20)

- (a) The Financial Bidsoftechnically qualified bidders will be opened in the presence of the bidder's representatives.
- (b) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not beconsidered.
- (c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidderswhich did not get disqualified on the basis of point (b) above). Financial Scores for other than L1bidderswillbeevaluatedusingthe followingformula:

## FinancialScore ofaBidder(Fn)=

# {(Financial Bid of L1/ Financial Bid of the Bidder) X 100}(Roundedofftotwodecimalplaces)

- (d) Onlyfixedpricefinancialbidsindicatingtotalpriceforallthedeliverables,ifany,andservicesspecifie dinthisbiddocumentwillbeconsidered.
- (e) Thebid price willincludealltaxesand leviesand shallbeinIndianRupees.
- (f) Anyconditional bidwouldberejected.
- (g) Errors & Rectification: Arithmetical errors will berectified on thefollowing basis: "If thereis adiscrepancy between the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit price and the total price that is obtained by multiplying the unit priceandquantity, the unit priceandquantity and the total price that is obtained by multiplying the unit priceandquantity, the unit priceandquantity and the total pricea

## CombinedandFinalEvaluation

- (a) Thetechnical and financials cores secured by each bidder will be added using weight age of 80% and 20 % respectively to compute a Composite BidS core.
- (b) ThebiddersecuringthehighestCompositeBidScorewillbeadjudicatedasthemostresponsiveBidderf orawardoftheProject.Theoverallscorewillbecalculatedasfollows:

# Bn=0.80\*Tn+0.20\*Fn

where.

Bn= Overallscoreof bidder

Tn= Technicalscoreofthebidder (outofmaximumof100marks)

Fn= Normalized financialscoreofthe bidder

(c) Intheeventthebidcompositebidscoresare'tied', thebiddersecuring the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## **AwardCriteria**

BMCwillawardtheContracttothesuccessfulbidderwhoseproposalhasbeendeterminedtobesubstantially responsive and has been determined as the most responsive bid, i.e. has secured highest overallscoreasperthe process outlinedabove.

# 2. Terms&Conditions

# RighttoAcceptAnyProposalandToRejectAnyorAllProposal(s)

The BMC reserves the right to accept or reject any proposal, and to annul the tenderingprocess/ Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or anyobligation to inform the affected bidder or bidders of the BMC action.

## **NotificationofAward**

- (a) Prior to the expiration of the bid validity period, BMC will notify the successfulbidder in writing or by fax or email, that its proposal has been accepted. In case, due to some unforeseeable circumstances, the tendering process is not completed within the bid validity period, BMC may like to request the bidders to extend the validity period of the bid.
- (b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, BMC will notifyeachunsuccessfulbidder and return their EMD.

#### Resource

The Bidder is to maintain the same team during the contract period as proposed in this RFP.Inthecaseofanychangeintheresourcesforreasonsotherthanresignationandhealthandthat initiatedby BMC, Bidder has to take prior permission from BMC to change anyresource. BMC may decide to evaluate the new resources and the resource should bechangedonlyafterapprovalisreceivedfromBMCinthisaspect.Alltheresourcesprovided/deployed by the bidder or mentioned during the bidding process, should read, write, speakandunderstandthe Gujarati Language.

#### **PerformanceGuarantee**

**BMC** will the selected bidder to provide Performance require а Guarantee, within 15 days from the Notification of award, for avalue equivalent to 10% of the total c ost of the assignment. The Performance Guarantee should be valid for a period of 66 months. The Performance Guarantees hall be renewed as and when required and kept valid for a period of three months beyond the completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last dateof validity. The selected bidder shall be responsible for extending the validity date and claimperiodofthePerformanceGuaranteeasandwhenitisdueonaccountofnoncompletionoftheprojectandWarrantyperiod.Incasethe selected bidder fails tosubmit performance guarantee within the time stipulated, BMC at its discretion may cancel the order placed on the selected bidder without giving any notice.

BMCshallinvoketheperformanceguaranteeincasetheselectedVendorfailstodischarge their contractual obligations during the period or BMC incurs any loss due toVendor's negligence in carrying out the project implementation as per the agreed terms &conditions.

# LimitationofLiability

The selected bidder's maximum aggregate liability to Client under or in connection with an Order under this RFP or any collateral contract, whether arising from negligence, breach of contract, tort, breach of statutory duty, indemnity or otherwise shall not in the aggregateexceed the charges paid to selected bidder for the Services in respect of the Order questionand in respect of this Agreement shall be limited to the total amount of the charges paid to selected bidder for Services. Nothinginthis or Agreement arising out of this tender shallexcludeor inany waylimite ther party's liability to the other for:

fraud or fraudulent misrepresentation (to the extent such an exclusion is not permitteddeath or personal injury caused by negligence or that of its employees, directors, partners, agents or subcontractors any liability to the extent that the same may not be excluded or limited as a matter of law.

## **SigningofContract**

Post submission of Performance Guarantee by the successful bidder,BMC shallenter into a contract with the successful bidder incorporating necessary details of scope ofwork,deliverables,timeline,paymentschedule,clarifications,resourcedeployment,financial proposal ofthebidderandother clausesasnecessary.

## FailuretoAgreewiththeTermsand ConditionsoftheRFP

Failure of the successful bidder to agree with the proposed Contract Terms and Terms & Conditions of the RFP, shall constitute sufficient grounds for the annulment of the award, inwhich event BMC may award the contract to the next best value bidder or call for newproposals from the interested bidders. In such a case, BMC shall invoke the Performance Guarantee of the most responsive bidder.

# **ForceMajeure**

- (a) DefinitionofForceMajeure:-InthisClause"EventofForceMajeure"meansanevent beyond the control of BMC and the Consulting Agency, which preventseitherPartyfromcomplyingwithanyofitsobligationsundertheContract,includ ingbutnotlimitedto:
  - i. ActsofGod(suchas,butnotlimitedto,fires,explosions,earthquakes,drought,tidal wavesandfloods);
  - ii. PandemicSituationsuchasCOVID-19
  - iii. war, hostilities (whether war be declared or not), invasion, act of foreignenemies, mobilization, requisition, or embargo;
  - iv. rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - v. riot,commotion,strikes,goslows,lockoutsordisorder,unlesssolelyrestricted to employees of the Consulting Agency; or v. acts or threats ofterrorism.
- (b) Consequences ofForceMajeureEvent
  - i. Neither BMC nor the Consulting Agency shall be considered in breach of theContracttotheextentthatperformanceoftheirrespectiveobligations(excluding payment obligations) is prevented by an Event of Force Majeurethatarises after thedateofsigningofcontract.
  - ii. Theaffected Partyprevented fromcarryingoutits obligationsunderthecontractshallgivenoticetotheotherPartyofanEventofForce Majeureuponitbeingforeseenby,orbecomingknownto,theaffectedParty.
  - iii. If and to the extent that the Consulting Agency is prevented from executingthe Services by the Event of Force Majeure, the Consulting Agency shall
    - berelievedofitsobligationstoprovidetheServicesbutshallendeavortocontinue toperformitsobligations under the Contract so far as reasonablypracticable and in accordance with Good Operating Practices, [PROVIDED thatif and to the extent that the Consulting Agency incurs additional Cost in doingso, the Consulting Agency shall be entitled to the amount of such Cost [COSTBEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Consulting AgencyhavingtakenreasonablestepstomitigatetheCost)].
  - iv. If and to the extent that the Consulting Agency suffers a delay in execution of the contractual services beyond the timeline fixed for each phase as a result of an Event of Force Majeure, then it shall be entitled to an extension of the time for completion as may be mutually decided by both the parties.
  - v. TheConsultingAgencyshallbeentitledtopaymentasperpaymentschedule

mentioned in RFP after grant of extension of timeline for phase completionprescribed in RFP due to the period of interruption caused by the Event ofForceMajeure.

vi. The Contract Period shall be extended by a period of time equal to the periodofinterruptioncausedbyan EventofForceMajeure.

## **RighttoTerminatetheProcess**

- (a) BMC mayterminate the RFPprocessatanytime andwithout assigning anyreason. BMC makes no commitment, expressed or implied, that this process willresultina business transactionwithanyone.
- (b) This RFP does not constitute an offer by BMC. The bidder's participation in thisprocess may result the BMC selecting the bidder to engage towards execution of the contract.

## Optional Termination, Payment and Release

Irrespective of any extension of time, if an Event of Force Majeure occurs and its effectcontinues for a period of 365 days, either BMC or the Consulting Agency may give to theother a notice of termination of contract, provided that if BMC is paying fee during ForceMajeure,thenConsultingAgency

willnothaveaterminationright, which shall take effect 30 days after the giving of the notice. If, at the end of the 30-days period, the effect of the Force Majeure continues, the Contract shall terminate. After termination of contract under this Sub-Clause, the Consulting Agency shall comply with such termination provisions as may be prescribed in the contract and BMC shall pay the Consulting Agency an amount calculated and certified in accordance with relevant clauses of termination of contract.

## Confidentialityofdata

During the course of discharge of its duties as Consultancy Agency, the agency and itsemployees assigned for the project will have access to sensitive information of the state/centralgovernmentscheme,unauthorizeddisclosureandmisuseofwhichmaycauseirrepa rabledamagetothegovernment. The Consulting Agency shall be required to sensitize the employees about theneed of maintaining absolute data secrecy and takeevery possible step to ensure that the data, either in paper form or in digitized form, are not misused, not published online, not put in public domain and not transmitted in such digital form which can be intercepted or searched through internet searchengines.

## Litigation

Any dispute a rising out of this RFP or the contract signed by BMC with the successful bidder or any other bidder participating in this procurement process shall be subject to the jurisdiction of Bhavnagar Court.

#### **SETTLEMENTOFDISPUTES**

#### AmicableSettlement

- The parties shall use their best efforts to settle amicably all disputes arising out of orinconnectionwith thisagreementorthe interpretationthereof.
- If either Consultant objects to any action of the client, the objecting Consultant mayfilea writtenintimation of Disputetothe Commissioner of BMC ortothe committee Firmed by the BMC for this purpose. Commissioner of BMC After receiving theintimation of Dispute will consider it and respond in writing within 30 days afterreceipt. If fails to respond within 30 days, or the dispute cannot be amicably settledwithin 30 days following the response of that Consultant, Clause 15.13.2 shall apply.

# SettlementofDisputes&Arbitration:

#### A) SETTLEMENTSOFDISPUTES:

- i) If any dispute of any kind whatsoever may arise between the Employer and the consultant inconnectionwithorarisingoutoftheContract,includingwithoutprejudicetothegeneralityof the foregoing any question regarding its existence validity or termination, or the execution of the works whether during the progress of the work or before or after the termination,abandonment or breach of the contract, the either parties shall have to raise/refer theirdisputes/differences/claims in writing to the other party, within a period of 30 days onoccurrenceof suchevents,toresolveanysuchdisputeor difference.
- ii) The consultant shall havetorefer their disputes tothe Commissioner BMC Afterreceiptofthedisputefromtheconsultantunderthisclause, the Consultant of works shall have to submit their report to the Commissioner of BMC within a period of 90 (Ninety) days. The Commissioner of BMC shall offer an opportunity to the consultant to be heard and to furnish evidence insupport of their disputes within 30 (Thirty) days after the receipt of the disputes duly compiled bv Commissioner of BMC. After hearing the consultant regardingtheirdisputesalongwiththeirdocumentarysupportandtheCommissioner of BMC, the Commissioner of BMC shall give decision within a period of 120(One Hundred Twenty) days. If The Commissioner of BMC does not give decisionwithin 120 (One Hundred Twenty) days or

the consultant is dissatisfied with the decision of the Commissioner of BMC , the consultant shall within 30 (thirty) days after receiving the instruction or decision, appeal to Commissioner of BMC After hearing both the parties the will give reasonable decision within 180 (One Hundred Eighty) days from the date of receipt of appeal by the consultant. The decision of the commissioner of BMC shall be final and binding on both the parties. If the Commissioner of BMC does not give a decision within 180 (One Hundred Eighty) days after the date of appeal by the consultant, the consultant will have right to refer the dispute to arbitration tribunal as perprovision of clause "Arbitration".

# **B) ARBITRATION:**

- i) Subject to Clause (A) mentioned above and in the event of any dispute or difference arisingout of or in any way relating to all concerning these contracts or the construction or effect of these contracts shall on the initiative of either party to the contract be referred to "The Arbitration Tribunal Constituted Under The Provision Of Gujarat Public Work Contract Dispute Arbitration Tribunal Act, 1992".
- ii) The arbitration shall be conducted in accordance with the provisions of the "Gujarat PublicWork Contract Dispute Arbitration Tribunal Act, 1992" or statutory modifications there on.TheArbitrationshallbeheldatsuchplace and time as the Tribunal May determine.
- iii) The decision of the tribunal shall be final and binding upon both the parties. The expenses ofthearbitrationshall bepaids may be determined by the Tribunal.
- iv) Performance of the contractor under the contract shall if reasonably be possible, continueduring the arbitration proceedings and payments due to the contractors by the owner shallnotbewithheld, unless they are the subject matter of the arbitration proceedings.
- v) The dispute is deemed to have arisen on the date, on which Commissioner of BMC shall notgivehisdecisionasmentionedaboveinClause(A)orinthecaseofintimationofanydecision, the contractor intimates in writing that he has finally refused to accept the offermade by theBMC.
- vi) Whereanydisputearisesbetweenthepartiestotheworkcontracteitherpartyshallirrespective of whether such works contract provides for any arbitration or not, refer, withinoneyearfromthedatethatCommissioner of BMChasnotgiventhedecisionasperClause (A) such dispute in writing to the Tribunal for arbitration in such form and accompanied bysuchdocumentsorotherevidenceany by suchfees, as may be prescribed.
- vii) Legal jurisdiction: All question relating to this Tender shall be governed by the law of Indiaandshall besubject tojurisdiction of courtat Bhavnagar, Gujarat.

#### Sub-consultant

## NotAllowed

## **FraudandCorruptPractices**

- (a) TheBidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not with standing the standard of the standard ofganythingtothecontrarycontainedinthisRFP,BMCshallrejectaProposalwithoutbeing liableinanymanner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engagedin corrupt practice, fraudulent practice, coercive practice, undesirable practice or estrictive practice (collectively the "Prohibited Practices") in the Selection Process.In such an event, BMC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreedgenuinepreestimated compensation and damages payable to BMC for, interalia, time, cost effort of BMC, in regard to the RFP, including consideration andevaluation of such Bidder's Proposal.
- (b) Without prejudice to the rights of BMC under Clause above and the rights andremedies which BMC may have under the Letter of Intent (LOI) or the Contract, ifa Bidder or Consulting Agency, as the case may be, is found by BMCto havedirectly orindirectlyorthroughanagent,engagedorindulgedinanycorruptpractice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Contract, such Bidder or Consulting Agency shall not be eligible to participatein any tender or RFP issued by BMC during a period of five years from the datesuch Bidder or Consulting Agency, as the case maybe, is found by BMCtohavedirectlyorthroughanagent,engagedor indulged in corrupt any practice, fraudulent practice, coercive practice, undesirable practice or restrictive practic e, as the case may be.
- (c) ForthepurposesofthisSection,thefollowingtermsshallhavethemeaninghereinafterres pectivelyassigned tothem:
  - i. "corruptpractice" means(i) theoffering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner what so ever, directly or indirectly, any official of BMC who is or has been associated in

any manner, directly or indirectly with the Selection Process or the LoI or hasdealt with matters concerning the Contract or arising there from, before orafter the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in theservice of BMC, shall be deemed to constitute influencing the actions of aperson connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process orafter the issue of the Letter of Award (LOA) or after the execution of the Contract, as the case may be, any person in respecto fany matter relating to the Projector the Award or the Contract, who at any time has been or is alegal, financial or technical consultant/ adviser of BMC in relation to anymatter concerning the Project;

- ii. "fraudulentpractice" meansamisrepresentationoromissionoffactsordisclosureo fincomplete facts, inordertoinfluencetheSelectionProcess;
- iii. "coercive practice" means impairing or harming or threatening to impair orharm, directly or indirectly, any persons or property to influence any person'sparticipationor action the Selection Process;
- iv. "undesirablepractice" means (i) establishing contact with any person connected with or employed or engaged by Ministry with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understandingorarrangementamongBidderswiththeobjectiveofrestrictingorm anipulatingafullandfaircompetitionintheSelectionProcess

# 3 SpecialConditionsofContract

Number of amendments of, and supplements to.

1.0 **Thelanguage** : English

2.0 **Theaddress ofclient** : Bhavnagar Mahanagar Seva Sadan,

Sir Mangal Sinhji Road, Near Kalanala,

Bhavnagar, Gujarat - 364001.

Client

ContactPerson : Commissioner, Municipalcorporation ,Bhavnagar

Telephone :

Fax :

Consultant

ContactPerson
Telephone
Fax

## 3.0Theauthorizedrepresentativesare:

For theclient :Commissioner of BMC/City Engineer of BMC

Fortheconsultant :

 ${\tt ^*Clauses in brackets are options; all notes should be deleted in final text.}$ 

## **Theconsultant**

Forforeignconsultants/personnel:

The client warrants that the client shall pay on behalf of the consultants and the personnelpay taxes, duties, fees, levies and other impositions imposed, under the applicable law, ontheconsultants and the personnel in respect of:

- a) Any payments made to the consultants (other than Indian nationals or foreign nationals nowpermanentlyresidinginIndia), inconnectionwiththecarryingout of the services;
- b) Any equipment, materials and supplies brought into India by the Consultants for the purposeof carrying out the services and which after having been bought into such territories, will besubsequentlywithdrawntherefrombythem;
- c) Any equipment imported for the purpose of carrying out the services and paid for out offundsprovided by the client and which is treated as property of the client;
- d) Any property brought into India by the consultant other than Indian national or permanentresidents of India), or the eligible dependents of such personnel for their personal use andwhich will subsequently be withdrawn there from by them upon their respective departure from India, provided that:

- 1. The consultants and their eligible dependents shall follow the usual customers procedure oftheGovernment in importing property intolndia; and
- If the consultants or their eligible dependents, do not withdraw but dispose of any propertyin India upon which customs duties and taxes have been exempted, the consultants as thecasemaybe.
- i. Shallbearsuchcustomsdutiesandtaxesinconformitywiththeregulationsofthegovernment.

or

ii. Shall reimburse themtotheclient ifthey were paid by the clientat the time the property inquestion was brought into the Government's county.

# Commencementofcontract

The date on which this contracts hall come into effect is: the date of receiving letter of intent.

The date for commencement of services is from date of agreement

Therisksandthecoveragesshallbe:

- ThirdParty motor vehicle liabilityinsuranceasrequiredundermotorvehiclesact,1988, in respect of motor vehicles operated in India by the Consultants for the periodofconsultancy;
- 2) Third Party liability insurance, with a minimum coverage for Rs.3 Lacs for the period ofconsultancy.
- 3) Employer'sliabilityandworker'scompensationinsuranceinrespectofthepersonnelof the applicable law, as well as, with respect to such personnel, any such life, health,accident,travelorother insuranceasmay beappropriate:
- 4) Professional liability insurance, with a minimum coverage of equal to total contractvalue for this consultancy; and
- 5) Insurance against loss or damage to i) equipment purchased in whole or in part withfundsprovidedunderthiscontract, ii) the consultant's property used in the performance of the services, and iii) any documents prepared by the consultants in the performance of the services.

The consultants shall not use these documents for purposes unrelated to this contractwithout the priorwritten approval of the client.

PaymentscheduleasperToR

#### 6. HumanResource

Proposed manpower during bidding process of this tender, must not be involved/mentioned/used in any other assignments of any other agency/ organization/ association/union/society,etc.otherthanBMC.

Agency Has to Complyall laws, acts, ordinance, rules, regulations, notification, guidelines or bye-laws and Amendments of Govt. of India (GoI) & Govt. of Gujarat (GoG) & GPMC Act in force and effect, including Child Labor (Prohibition and Regulation) Act, 1986, amended in 2016 ("CLPR Act"),

Successful bidder will have to follow all the provisions of, Laborlaws, P.F.

EPFAct,E.S.I.Act,MinimumWagesActetc.&havetoincorporatechangesmadeif anyduringcontractperiodalso. Bidder will have to submit the records of Payment done for EPF/PF, ESI, Insurance, GST, Professional tax etc. whichever applicable with their monthly bills.

Incase Of any dispute, the norms & terms & Conditions applied by GUDM or Government of Gujarat for this type of PMU tender will be considered.

Discission of Commissioner - Bhavnagar Municipal Corporation will be Final & Applicable to both parties.

# Section-4

# Form1:Letter of ProposalSubmission

{Location, Date}To:

DearSir.

We, the undersigned, offer to provide the Services for Project Management Unit (PMU) for UrbanInfrastructure Projects in Urban Area of the BMC in Gujarat Statein accordance with your Request for Proposaldated {Insert Date} and our Proposal. We are hereby submitting our Proposal, which includes thisTechnicalProposal, and a FinancialProposalsealed under a separateenvelope.

We are submitting our Proposal in individual capacity without entering in association. We herebydeclare that all the information and statements made in this Proposal are true and accept that anymisinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal isbinding upon us and subject to the modifications resulting from Contract negotiations.

Weundertake, if our Proposalisaccepted, to initiate the consulting services related to the assignment not late rthan the date indicated in the Data Sheet (*Please indicatedate*).

We understand you are not bound to accept any Proposal you

receive.We remain, Yourssincerely,

Authorized Signature {In full and initials}:Name and Title of Signatory: Name of Firm: Address:

# Form2:DetailsoftheBidder

{Provide here a brief (maximum five pages) description of the background and organization of theagency}

a.	Nameof bidderwith full address	:	
b.	Tel.No.	:	
C.	Fax No.	:	
d.	Email	:	
e.	Yearof Incorporation	:	
f.	Name and address of the person holdingthePowerof Attorney	:	
g.	(i)PlaceofBusiness	:	
	(ii)DateofRegistration	:	
h.	GSTRegistrationNumber(copy)	:	
i.	Permanente Account Number (PAN)(copy)		
j.	Are you presently debarred/ Black listedby any Government/ Board/ Corporation/Company/StatutoryBody/PS Ucompany/Non-Government/PrivateAgenciesandFunding Agencies/undertakingagencies/AnyEmplo yer (IfYes,pleasefurnisheddetails)	:	
k.	Name and details (Tel / Mobile / E mail)ofcontact persons	:	

AuthorizedSignature: Name and Title of Signatory:Nameof Firm:

# Form3:InformationonBlacklisting/Debarment/Termination

SI.No.	Information		Details	Remarks
1	Thebiddershouldnothavebeenbl acklisted/debarred/terminated by any Government/Board/Corporation/ Company/Statutory Body/ PSU company/Non-Government/ Private Agencies and Funding Agencies/undertakingagencies/ AnyEmployeron the time of onlinesubmission.	·		Attachedaffidavit,incasen ohistoryofblacklisting

AuthorizedSignature: Name and Title of Signatory:Nameof Firm:

# Form4:Firm'sExperience

# PMUworksinthefieldofUrbanInfrastructureProjectsduringLastTenYears

Form4A

Sr. No.	Name ofProject /Scheme /Program /Mission	Type of Project DPR Preparation / Review or PMC	Overall Project cost inRs.Cr	Client Name	Project Location	Duration	Feesin curred	BriefDescri ptionof Scope ofWork
1								
2								
3								
4								
5								
	Total							

# Notes:

- 1. Client certificate shall be enclosed for each work, without client's certificate, the performanceshallnot be considered forevaluation.
- 2. Projects successfully implemented and commissioned between FY 2014-13 to FY 2023-2024 areto be mentioned, chronologically.
- 3. Detailsofeachprojecttobeprovidedinform4Battached.

AuthorizedSignature: Name and Title of Signatory:Nameof Firm

# Form4B FirmReferenceinsimilarworksInLastTenYears

Assignmentname:	Approx.valueof thecontract:			
Country: Locationwithincountry:	Durationofassignmentmonths:			
Nameof Client:	TotalNo.ofstaff-monthsoftheassignment:			
Address:	Approx. value of the services provided byyourfirmunderthecontract:			
Start date month/ year: Completiondatemonth/year:	No of professional staff-months provided byassociatedConsultants:			
NameofassociatedConsultants,ifany:	Name of senior professional staff of your firminvolvedandfunctionsperformedindicatemo stsignificant profiles such as ProjectDirector/Coordinator,Team Leader:			
NarrativedescriptionofProject:				
Description of actuals ervices provided by your staff within the assignment:				

# \*(Completion Certificate from Employer regarding experience should be furnished not belowtherank of Executive Engineer)

Note.: Attached separate sheet for each work.

AuthorizedSignature: Name and Title of Signatory:Nameof Firm:

# Form5:FormatforFinancialCapabilityofthebidder

(EquivalentinRs.crores)

Organization Name*	(Nameofagency)										
FY	2019-20	2020-21	2021-22	2022- 2023	2023-24	Total	Average				
AnnualTu rnover(Rs .inCr.)											
Certificatefroi	mtheStatutor	yAuditor	l	l	1						
			nameoftheCon: espectiveyears		ceivedthepay	mentsand	d				
Nameofthe au	ıdit firm:										
Seal of the aud	eal of the audit										
firmDate:											
(Signature,nar	me anddesigna	ationoftheautl	horizedsignato	ry)							

The agency should provide the Financial Capability based on its own financial statements. FinancialCapability of the Consultant's parent company or its subsidiary or any associate company will not beconsidered for computation of the Financial Capability of the Consultant.

Form6AffidavitforManpowerStrength
<location,date>To,</location,date>
Tele:-
Email:
Subject:Declarationformanpowerstrength
Reference: RFP for Project Management Unit, BMC (RFP Refno:XXX)
DearSir,
We, the undersigned, confirm that < name of biddingentity > the details of the staff provided by us are duly verified and are correct. No false data has been enclosed for the same. If any false data is found, the clienthas the right to take action on it.
Yours
sincerely, Authorized Signa
ture:
Name and Title of Signatory:
Name of
Firm:Address:

# Form8: TeamComposition and theirAvailability

OrganizationandStaffing.Inthissection,the

biddershouldproposethestructureandcomposition of your team. List the main profile requirement of the assignment, proposedtechnical staff with detailed CVs.

# Form8A:TeamcompositionandKeyTasks

No ·	Proposed Position	Name of thePer son	Education/Deg ree(Year /Institution)	Date of Joiningof Consultant'sFir m	No. ofyears ofexperienc e	Number ofyears ofService withthe Consultant's Organization	Employment StatuswithFi rm (full- time/other)	Area ofExperti se
1								
2								
3								
4								
5								

Note: Attach Copy of the TDS and EPF statement for each of the proposed key staff as per the tableabove

AuthorizedSignature: Name and Title of Signatory:Nameof Firm:

# Form 8B:CurriculumVitae(CV)ofKeyPersonnel

1.	ProposedPosition[only onecandidateshallbenominatedforeachposition]:							
2.	NameofFirm[Insertnameoffirmproposingthestaff]:							
3.	FullNameofStaff:							
4.	DateofBirth:Nationality:							
5.	<b>Education</b> [Indicatecollege/universityandotherspecializededucationofstaffmember,givingnam esofinstitutions,degreesobtained,anddatesofobtainment]:							
6.	TotalNo.ofyearsofexperience:							
7.	Total No.ofyears withthefirm:							
8.	Areasofexpertiseandno.ofyearsofexperienceinthisarea(asrequiredfortheProfilemandatory):							
9.	CertificationsandTrainings attended:							
10.	DetailsofInvolvementinProjects(onlyifinvolvedinthesame):							
11.	Languages [For each language indicate proficiency: good, fair, or poor in speaking,reading,andwriting]:							
12.	MembershipofProfessionalAssociations:							
13.	<b>Employment Record</b> [Starting with present position and last 2 firms, list in reverseorder, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:							
Fror	m(Year): To(Year):							
Emp	oloyer/Purchaser:							
Posi	tionsheld:							

14. Detailed Task Assigned	15. Relevant Work Undertaken that Best illustrates the experience as required for the Role (provide maximumof6citationsof10lineseach)			
[List of all tasks to be performed underthis assignment]	(Amongtheassignmentsinwhichthestaffhasbeeninvolved,i ndicatethefollowinginformationforthoseassignments that best illustrate staff capability to handlethe tasks listed under point 14 and as required for theroleaslistedin'Listofthekeyprofessionalpositionswhose CVandexperiencewouldbe evaluated')			
	Name of Assignment orProject:  Year: Location: Purchaser: Main Project			
	features:			
	Positions held:			
	Value of Proje ct (approximatevalueor rangevalue:			
	Activ			
	itiesperformed:			
correctlydescribesmyself,myqual	at to the best of my knowledge and belief, this CV ifications, and my experience. I understand that any will fulmisst lto my disqualification or dismissal, from the assignment if engag			
	Date			
:				
(Signature of staff member of	or authorized representative of the			
staff)(Day/Month/Year)				

 $Full name of\ Authorized Representative$ 

# Form 9: Comments/Modifications Suggested on Draft Contract

{Here the bidder shall mention any suggestion/ views on the draft contract attached with the RFPdocument. The bidder may also mention here any modifications sought by them in the provisions ofthe draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/ all modifications sought and may reject any such request ofmodification.}

# Form 10: Proposed Approach & Methodology & Work Plan

Technical approach, methodology and work planar ekey components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- i. UnderstandingoftheProject
- ii. Understanding of and compliance to Scope of Work
- iii. ApproachandMethodology
- iv. Identifiedrisksandmitigationsteps
- v. WorkPlan

# FORM 11: Information Regarding any Conflicting Activities and DeclarationThereof

Are there any activities carried out by your firm or group company or any member of theconsortium which are of conflicting nature as mentioned in this RFP. If yes, please furnishdetailsof anysuchactivities.

Ifno, please certify,

We hereby declare that our firm, our associate/ group firm or any of the member of the firmarenotindulgedinanysuchactivities which can be termed as the conflicting activities mentioned in this RFP. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the Employer which shall be binding on us.

Authorized Signature (In full and

initials}:Name and Title of Signatory: Name of Firm: Address:

# Form13:BreakdownofPerson monthrate (BOQ)

Inthistable, include personnel that shall be deployed on the project

Item No.	Description	No. ofMa n- power (W)	Duration(X)	Per MonthRat e (Rs.)(Y)	TotalA mount( Rs.) (Z)=(W*X*Y)		
A KEYPERSONNELCOSTS							
1	TeamLeader/ProjectManager	1	60 Months				
2	SeniorWaterSupplyExpert	1	60 Months				
3	SeniorSewerageExpert	1	60 Months				
4	Electrical Engineer	1	60 Months				
5	High Way Engineer	1	60 Months				
	Total -A						

Note : All Rates Shall be Excluding GST

#### Form14:PerformanceBankGuarantee

<Location,Date>
<Name>
<Designation>
<Address>
<PhoneNos.>
<FaxNos.>

<emailid>

Whereas,<<nameofthesupplierandaddress>>(hereinaftercalled "thebidder/supplier")hasundertaken, in pursuance of contract no. <<insert contract no.>> dated. <<Insert date>> to provideconsulting services for <<name of the assignment>> to the Gujarat Urban Development Mission(hereinaftercalled "thebeneficiary")

And whereas it has been stipulated by in the said contract that the bidder/supplier shall furnish youwith a bank guarantee by a Scheduled Commercial Bank regulated under the Banking Regulation Act,1949 for the sum specified therein as security for compliance withits obligations in accordance withthecontract;

Andwhereaswe,<**NameoftheBank>>**,aScheduledCommercialBankregulatedundertheBankingRegulat ionAct,1949havingitshead/registeredofficeat<<addressoftheregisteredoffice>> and having one of its office at <<address of the local office>> have agreed to give thesuppliersucha bankguarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. << Insert Value>> (Rupees << insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default underthe contractand without cavil or argument, any sumor sums within the limits of Rs. << Insert Value>> (Rupees << insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sumspecified therein.

We hereby waive the necessity of your demanding the said debt from the bidder/supplier beforepresentinguswith thedemand.

We further agree that no change or addition to or other modification of the terms of the contract tobeperformed the reunder or of anyof the contract documents which maybe made between you and the bidder/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until << Insert Date>>. Notwithstanding anything contained

herein:OurliabilityunderthisbankguaranteeshallnotexceedRs.<<infigures>>

(Rupees<<inwords>>only).

Thisbankguaranteeshall be validupto <<insertexpirydate>>.

It is condition of our liability for payment of the guaranteed amount or any part thereof arising underthis bank guarantee that we receive a valid written claim or demand for payment under this bankguarantee on or before <<insert expiry date>>failing which our liability under the guarantee willautomatically