

Selection of Information & Communication Technology Consultant for Diamond Research And Mercantile City Limited at Village Khajod, Surat, Gujarat

REQUEST FOR PROPOSAL

RFP NO. MD/DCL/ICT/RFP/03/2019-20

August 2019

Volume-I Technical Proposal

Diamond REsearch And Mercantile City Limited
(a Government owned Company)

www.dreamcitysurat.in
Phone: 0261-2422221

Diamond Research And Mercantile City Limited, Surat

Request for Proposal (RFP)/ (RFQ) for

"Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat "
Tender Notice No.MD/DCL/ICT/RFP/03/2019-20

Volume - I (Technical Proposal)

Tender Fee (Non-refundable)	Rs.1,500/- + 12% GST by Demand Draft in favour of The Managing Director, Diamond Research And Mercantile City Limited, Surat
Estimated Cost of Consultancy work	Lump-Sum
Start date for downloading RFP Document	08/08/2019
Submission of Quarries (On-line) end date	22/08/2019 Email: dreamclsurat@gmail.com
Last date for downloading of RFP Document	29/08/2019 upto18:00hrs
Financial Proposal/ Volume-II Submission end date & time (On-line)	29/08/2019 upto18:00hrs
Submission in (Hard Copy) of Tender fee & E.M.D. etc. as mentioned in RFP	From 30/08/2019 to 06/09/2019 up to 16:00hrs to DREAM City Department, Room No.84, Surat Municipal Corporation, Muglisara, Chowk, Surat-395003, Gujarat, India Phone:0261-2422221 by RPAD or Government Speed Post Only.
Earnest Money Deposit (E.M.D.)	Rs.2,00,000.00 (Rupees Two lakh Only) by Demand Draft in favour of The Managing Director, Diamond Research And Mercantile City Limited, Surat.
Opening of Financial Proposal/ Volume-II Documents (On-line)	to be announced
Bid Document Availability	https://smc.nprocure.com

DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the Diamond Research And Mercantile City Limited (DCL) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DCL to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by DCL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DCL will not have any liability to any prospective Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DCL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DCL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. DCL will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and DCL reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DCL reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of DCL & Surat Municipal Corporation (SMC).

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SECTION 1. Data Sheet**Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat**

Reference	Description
3.1(a)	Selection Basis: of Consultant through this RFP is the Quality cum Cost - Based Selection (QCBS) method. The weights given to technical and financial proposals are: Technical = 0.6 Financial = 0.4
2.2 4.2	Purpose: The ICT Consultant proposed to be selected shall be end to end responsible, but not limited to the details contained in this document, for all the ICT activities for building up a Smart City Infrastructure for the proposed DREAM City Project at Village-Khajod, Surat, Gujarat
3.7	Submission of Quarries (Online) end Date: 22 August, 2019 at , Applicants may seek clarification(s) on this RFP document. Any request for clarification must be sent via electronic email (as an editable spreadsheet document attachment) to the DCL e-mail addressed to: dreamclsurat@gmail.com
3.8	Bid Security (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks (see Form 6) must be submitted by Applicants.
3.11(b)	The proposal of the consultant shall be valid for 180 (one hundred and eighty) calendar days from the Proposal Due Date.
4.5	Consultant shall be engaged for a period of 15 months initially subject to extension on mutual agreement.
3.11(g)	The last date of submission of Volume-I in hard copy (Proposal Due Date) is 06 September 2019 before 16:00hrs (IST). Opening date of Financial Proposal (Volume-II) shall be announced and opened in the presence of vendor representatives who choose to attend. The address for submission of Proposal by RPAD/ Government Speed Post is, Address: DREAM City Department Room No.84, Surat Municipal Corporation, Muglisara, Chowk, Surat-395003, Gujarat, India Phone: 0261-2422221 Email: dreamclsurat@gmail.com

3.1(b) 3.12(k)	<p>Applicants must submit:</p> <ol style="list-style-type: none">i. three (3) copies of Pre-Qualification Proposal (one original and two copies) along with EMD, in first envelope labelled as “PQP – Selection of ICT Consultant”;ii. three (3) copies of Technical Proposal (one original and two copies) in second envelope labelled as “Technical Proposal – Selection of ICT Consultant”; andiii. one (1) original of Financial Proposal in third envelope labelled as “Financial Proposal – Selection of ICT Consultant”.iv. One (1) soft copy in a PDF format of both Pre-Qualification and Technical Proposals on CD/DVD/USB. <p>All proposals must conform to the sequence of documents and list of forms/documents to be included therein as mentioned in Section 3.12(k) hereinafter.</p>
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SECTION 2. Invitation to Bid

2.1 Introduction

The Government of Gujarat has initiated a planning process for the realization of **Diamond REsearch And Mercantile (DREAM) City** at Surat. This smart city is projected on a 700-hectare site in the southern part of Surat, adjacent to the village of Khajod and close to the Surat airport.

Dream City Limited will be employer and executing agency for the consultancy services and the standards of output required from the appointed consultants are of high level both in terms of quality and adherence to the agreed time schedule. It may be noted that the consultant would be required to coordinate with various agencies viz. NHAI, State PWD, Rural Road Department, Railways, Irrigation Department, Revenue Department and District Administration etc. and the consultant is required to carry out the assignment with their inputs and consultations. No compensation will be given for the said work.

Site & Context

Location & Regional Context

DREAM City Project is located in the South – West of Surat in a coastal flood plain, on 5 km. distance of the Surat Airport and directly bordering to the 2 x 2 lane outer Ring Road. In the east and south the project area is bordered by lands protected under the Coastal Regulations Zone (CRZ) regime. The project site has a random shape since the borders are determined by property lines and the CRZ zone. The site is mainly in possession of Gujarat Government parcels of land are in private hands.

Climate

The site has the same tropical monsoon climate as Surat, with hot, summer months (38 ° C to 44 ° C) between of March and June and cool winters (10°C to 16°C) between December to February. The monsoon season stays from July to October. The average rainfall is 1143 mm. The Prevailing wind comes from sea, from the South-West. The city is shielded by the Gulf of Khambhat against extreme wind velocities.

Brief of base map validation

The topography and existing elements on the sites are surveyed and mapped. The resulting topographic maps are used as the basis for the Draft DPR. The entire site is merely flat with elevations ranging between and 2.5 and 6.6 m above Men Sea Level.

Transportation Network

The only road having an access to the Dream City project location is the Outer Ring Road. From the city center of Surat a series of roads connect with Outer Ring Road.

Landscape and Key special elements

The present landscape in the project area is almost featureless, it is a coastal flat, a merely derelict area without any large trees, buildings or other elements. There are some fresh water bodies but they are all man made as part of the waste disposal site. The most prominent feature on the site are the present water tower, the solid waste disposal site and the power lines and pylons. Two small religious sites are present.

The vision statement of the Project may be accessed from the DCLs website at <http://www.dreamcitysurat.in>

The DCL invites proposals to undertake:

“Consultancy services for Information & Communication Technology (ICT) Implementation for the Phase wise development of DREAM City Project at Village-Khajod, Surat, Gujarat”.

The detailed terms of reference are provided in the Scope of Work.

The term “bidder(s)” and “applicant(s)” is interchangeably used in this document.

2.2 Background

The ICT Consultant proposed to be selected shall be end to end responsible, but not limited to the details contained in this document, for all the ICT activities for the proposed DREAM City Project at Village-Khajod, Surat, Gujarat, such as detailing business / functional and technical specifications, working out best in class sustainable architectures / technologies, solutions and components (including providing of comparisons of different solutions with costs), detailed designing and evolving BoQs, working out budgets for all the ICT infrastructure items that are stated herein and as needed for any world class city to be implemented in the DREAM City Project. The ICT Consultant will also be framing RFQs/ RFPs for engagement of System Integrator(s) (SI), defining transition and steady state operational requirements including KPIs and SLAs, working out various kinds of plans / schedules, integration requirements of phase-wise ICT solutions and components, carrying out activities around quality assurance, test and acceptance(of System Integrator supplied infrastructure), own continuous interaction and coordination with all discipline owners such as of utilities, trunk infrastructure (including civil contractors) for enhancing value by way of bringing in ICT and / or automation packages for various phase-wise utilities and other units, integration, optimisation, etc., assuming role of ICT implementation assurer and optimizer for DCL by way of providing continuous oversight, monitoring, control and project management for successful implementation of end to end ICT and other aforementioned infrastructure for the project.

In conjunction to above paragraph, the objective is to build ICT infrastructure for a world class, state of the art infrastructure, but not limited to requirements, systems, solutions, components etc. that are contained in this document. The Consultant is obliged to include as part of scope of this RFQ all the ICT end to end requirements and the corresponding solutions and services in its scope for DREAM City Project, though not defined herein, but will be needed for a new age / state of the art and world class city. Otherwise also, any incidental activities needed for the completeness and / or successful implementation of smart ICT infrastructure will be carried out by the Consultant as part of scope of this RFQ.

The objective is to build the DREAM City Project by implementing world class, state of the art ICT Infrastructure, encompassing numerous systems and integrating underlying information technology solutions and components while maximizing the value for DCL.

The ICT initiative for DCL is to build a smart, socially and technologically attractive, sustainable world class city.

The selected Consultant shall create a level playing field for all ICT solutions, components, elements, etc. for DREAM City project for the SI applicants by evolving a common frame work containing detailed design, as much as creating a low level blue print of all the systems, subsystems, components etc. involved along with other details such as BoQ etc. The details MUST be worked out objectively to the last level with no room for any assumptions and / or subjectivity and / or qualifiers and / or caveat statements (All elements must be comfortably measurable and implementable).

The selected Consultant will have to coordinate at their own initiative and as required with other design and construction professionals who are responsible for construction of the project infrastructure/ buildings.

2.3 Project Phases

The project will be developed in phases to optimize infrastructure cost. Phasing is also an important instrument in creating flexibility; the phasing proposal will leave space on the ground to be able to react properly on changes in the market situation in the future.

The DREAM City project construction over approximately 700 hectares at Village-Khajod, Surat, Gujarat is envisaged to span across 25 years and shall be spread across five overlapping phases (referred to as packages), which may overlap, and will roughly constitute 5%, 22%, 33%, 20% and 20% of the total work.

Implement phases for ICT infrastructure

Phase 1 (ICT)

The ambition is to start on short term with developing DREAM City with the development will cover Surat Diamond Bourse and related infrastructure. SDB is the heart of the DREAM City Project. This Phase constitute 5% of the total project area.

Phase 2 (ICT)

The Second Phase will be as shown in the Annexure-I. The Second Phase includes main arterial roads, Land parcels A to G with different land-use zone as shown in Annexure-I.

This area will be visible from the ORR and will be accessible from it. The main concentration of residential, commercial retail and leisure development is located in this area. It will produce massive employment in close proximity. The first metro line will open up this area effectively. This Phase constitute 10% of the total project area.

It is envisaged to implement ICT infrastructure for DCL.

- **Phase I & II will be taken up comprising of area 1.00 sq.km.** It also includes setting up of all the ICT infrastructure for Main Office building of DCL.

2.4 Selection of Consultant

A Consultant will be selected under Quality cum Cost - Based Selection (QCBS) and procedures described in this RFP.

All clarifications / corrigenda will be published only on the DCL & SMC website. The website for accessing the information related to this RFP is: <http://www.dreamcitysurat.in> & <http://www.suratmunicipal.org> (the “DCL Website” or “SMC Website” or “Official Website”).

Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFP.

SECTION 3. *Instructions to Applicants*

3.1 General

- (a) The DCL will select a consulting firm/ organisation (the “Consultant”), in accordance with the method of selection specified in the *Data Sheet*. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by DCL through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DCL’s decisions are without any right of appeal whatsoever.
- (b) The Applicants are invited to submit Pre-qualification, Technical, and Financial Proposals (collectively called as “the Proposal”), as specified in the Data Sheet, for the services required for the Assignment. The term “Applicant” refers to a single entity wishing to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the detailed designing and provide technical assistance in preparing tender documents for procurement in accordance with the Scope of Work of this RFP (the “SOW”).
- (c) The Applicant shall submit his Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the DCL in the form specified in this RFP (the “Contract”).
- (d) Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.
- (e) The DCL will timely provide, at no cost to the Consultants, the project data and reports related to the Assignment available with the DCL. However, for avoidance of doubt, it is hereby clarified that the aforesaid data / information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the DCL and / or any of their consultants.
- (f) Brief Description of the Selection Process: The DCL has adopted a three-stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising the Pre-Qualification, Technical and Financial Proposals to be submitted in three separate sealed envelopes. The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled Pre-Qualification Proposal (PQP) along with the Bid security as prescribed in this RFP document. The Technical Proposal and Financial Proposal shall be separately placed in sealed envelopes titled Request for Proposal as prescribed in this RFP document. The submissions for Pre-Qualification shall be evaluated first as specified in this RFP. Subsequently, the technical evaluation as specified in this RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. The Financial Proposals of only technically qualified Applicants will be opened. Proposals will finally be ranked according to their combined technical and financial scores as specified

in this RFP. The first ranked Applicant (the “Selected Applicant”) shall be issued the Letter of Award (the “LOA”) while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.

- (g) Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DCL or any other costs incurred in connection with or relating to its Proposal. The DCL is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.

3.2 Completeness of Response

- (a) Applicants are encouraged to submit their respective Proposals after visiting the office of the DCL or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the DCL, Applicable Laws and regulations or any other matter considered relevant by them.
- (b) Applicants are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (c) Failure to comply with the requirements of this clause may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP

3.3 Acknowledgement by Applicant

- (a) It shall be deemed that by submitting the Proposal, the Applicant has:
- i. made a complete and careful examination of the RFP;
 - ii. received all relevant information requested from the DCL;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the DCL;
 - iv. satisfied itself about all matters, things and information, including matters herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - v. acknowledged that it does not have a Conflict of Interest; and
 - vi. agreed to be bound by the undertaking provided by it under and in terms hereof.
- (b) The DCL and / or its advisors / consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DCL and / or its consultant.

3.4 Right to Reject any or all Proposals

- (a) Notwithstanding anything contained in this RFP, the DCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (b) Without prejudice to the generality of above, the DCL reserves the right to reject any Proposal if:
 - i. at any time, a material misrepresentation is made or discovered, or
 - ii. the Applicant does not provide, within the time specified by the DCL, the supplemental information sought by the DCL for evaluation of the Proposal.
- (c) Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the DCL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DCL, including annulment of the Selection Process.
- (d) DCL makes no commitments, express or implied, that this RFP process will result in a business transaction with anyone.
- (e) This RFP does not constitute an offer by DCL. The Applicant's participation in this process may result in DCL selecting the Applicant to engage towards execution of the Consultancy contract.

3.5 Conflict of Interest and Prohibited Practices

- (a) The DCL requires that the Consultant provides professional, objective, and impartial advice and at all times hold DCL's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the DCL and the Project.
- (b) It is the DCL's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the DCL defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the DCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the DCL of the benefits of free and open competition.
 - iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the DCL 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 understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- (c) DCL will reject a proposal for award if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DCL will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the DCL for, inter alia, time, cost and effort of the DCL, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- (d) DCL will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in prohibited practices in competing for and in executing the contract.
- (e) In the event any Applicant has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal Due Date (the “PDD”), it would not be eligible to submit a Proposal.

3.6 Arbitration

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above- mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be at Surat. The award rendered by the arbitral tribunal shall be final and binding on the parties.

3.7 Pre-Bid Queries, Clarifications & Amendment of RFP Document

- (a) The Applicants will ensure that their Pre-Bid queries reach the DCL by email on or before the date and time specified in the Data Sheet.
- (b) The queries should necessarily be submitted in the following format as an editable text file via email as specified in the Data Sheet:

Sr. No.	RFP Reference (Clause & Page No.)	Content of RFP Requiring Clarification	Points of Clarification

(c) Consultants may seek clarification on this RFP document no later than the date specified in the Data sheet. The DCL reserves the right to not entertain any queries post that date. The Applicants are requested to submit an editable text file of the queries through email to the DCL's office as mentioned in the Data Sheet.

The DCL will post the reply to all such queries on its Official Website.

(d) At any time before the submission of Proposals, the DCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments / corrigenda will be posted only on the DCL's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the DCL may at its discretion extend the PDD.

(e) Any corrigenda / clarifications posted on the Official Website shall be deemed to be incorporated into this RFP.

3.8 Bid security / Earnest Money Deposit (EMD)

(a) Bid Security (EMD) of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks (see Form 6) is required to be submitted by each Applicant (the "Bid Security").

(b) Any proposal submitted without EMD, mentioned above, will be summarily rejected.

(c) The Bid Security, in original, shall be placed in an envelope and attached with the envelope containing the Pre-qualification Proposal marked as "Bid Security – ICT Consultant Selection". Bids received without the specified Bid Security will be summarily rejected.

(d) The DCL will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within one month after acceptance of LOA by selected Applicant or when the selection process is cancelled by the DCL. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

(e) The DCL will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the DCL in regard to the RFP without prejudice to the DCL's any other right or remedy under the following conditions:

- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);

- ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- iii. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
- iv. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to the DCL.

3.9 Performance Security

- (a) Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFP/ contract.
- (b) For the successful bidder the Performance Security shall be retained by DCL until the completion of the assignment by the Consultant and be released 90 (ninety) days after the completion of the assignment.

3.10 Eligibility of applicants

- (a) The Applicant for participation in the Selection Process, should be a single legal entity.
- (b) An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 / 2013 or a body corporate incorporated under the applicable laws of its origin.
- (c) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DCL will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the DCL for, inter alia, the time, cost and effort of the DCL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the DCL hereunder or otherwise.
- (d) An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Applicant or their Associate (or any constituent thereof) and any other Applicant, its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii. a constituent of such Applicant is also a constituent of another Applicant; or
 - iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Applicant; or
 - vi. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the DCL for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- vii. a firm which has been engaged by the DCL to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of any project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- (e) An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from directly participating in the construction / implementation and system integration phases of this assignment / project. No vendor specific criterion should be followed by ICT Consultant in preparing the specifications of materials and services as part of the RFP/tender for procurement of goods for this Assignment. Any breach of this obligation shall be construed as Conflict of Interest. The ICT Consultant shall indemnify and submit an undertaking that all the design components and deliverables are based on open standards and are not any vendor specific, provided any proposition to the contrary is justifiable and acceptable to the DCL.
- (f) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- (g) An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- (h) For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

3.11 Preparation of Proposal

- (a) Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The DCL will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- (b) The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the PDD.
- (c) No Applicant or its Associate shall submit more than one Application for the Consultancy.

- (d) In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- (e) While preparing the Technical Proposal, Coverage and emphasis shall be as per Technical Evaluation Criteria described later. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- (f) Proposals shall be printed and signed by an Authorised Representative of the Applicant who shall initial each page, in *blue ink*. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- (g) Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the DCL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the DCL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- (h) Power of Attorney for Authorised Representative shall be furnished as per the format available in the RFP.
- (i) The Pre-Qualification Proposal should provide details of eligible projects as per the Standard Forms so as to meet the Minimum Qualification Criteria prescribed in this RFP.
- (j) While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a **lump sum** Proposal. While submitting the Financial Proposal, the Consultant shall ensure the following:
- i. All the costs associated with the Assignment shall be included in the Financial Proposal and must be tax exclusive. Taxes must be indicated separately. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff.

The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

- (k) Consultants shall express the price of their services in Indian Rupees only.

- (l) The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies, etc.) on amounts payable by the DCL under the Contract. Consultants must do their due diligence about the tax implications and DCL will not be liable for any tax implications for the Consultants.
- (m) The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The DCL will make its best effort to complete the contract signing within this period. If the DCL wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.
- (n) Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DCL will be entitled to reject the Proposal.

3.12 Submission, Receipt and Opening of Proposals

- (a) The Proposal shall be printed and shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
- (b) An Authorized Representative of the Applicant should initial all pages of the Pre-Qualification, Technical and Financial Proposals. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- (c) The Proposal shall comprise the documents and forms listed in clause 3.12(k).
- (d) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. The original and all the copies of the Pre-Qualification Proposal shall be placed inside of a sealed envelope that is pasted with the label given in Section 7.1. The original and all copies of the Technical Proposal shall be placed inside of a sealed envelope that is pasted with the label in Section 7.2. Similarly, the Financial Proposal shall be placed inside of a sealed envelope that is pasted with the label given in Section 7.3.

The above three sealed envelopes shall be placed together in a bigger sealed envelope clearly pasted with the label given in Section 7.4.

- (e) *If the envelopes and packages with the Proposal are not sealed and marked as required, the DCL will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.*
- (f) The Pre-Qualification, Technical and Financial Proposals must necessarily be "Hard Bound" separately and all pages serially numbered. "Hard Bound" implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the technical proposal, the contents as per original will only be considered.

- (g) Each copy of each proposal should also be clearly marked as ORIGINAL or COPY as the case may be.
- (h) No proposal shall be accepted after the closing time for submission of Proposals.
- (i) After the deadline for submission of proposal the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The other two envelopes containing the Technical and Financial Proposals shall remain sealed.
- (j) After the Proposal submission until the contract is awarded, if any Applicant wishes to contact the DCL on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the DCL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Applicant's proposal.
- (k) Proposal documents are to be submitted as follows:

Bids shall be submitted in the following **three sealed envelopes** (Envelope 1, Envelope 2 and Envelope 3) which should in-turn be sealed into **one big Submission Cover envelope**. The submission cover envelope shall have the label as given in Section 7.4.

Pre-Qualification Proposal

ENVELOPE 1: Label the envelope with the label given in Section 7.1 and enclose the Pre-Qualification Proposal documents:

- A) Bid Security (EMD) of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks (see Form 6).
- B) All pages of the PQP shall be numbered & hard-bound properly. The first page shall be the table of contents (as per Form 1) and the last page shall be the Page Numbering Certificate (as per Form 7).
- C) All PQP forms & supporting documents as applicable: Form 1, Form 2, Form 3, Form 4, Form 5, Form 6, Form 7.
- D) Any other document required for pre-qualification.

Technical Proposal

ENVELOPE 2: Label the envelope with the label given in Section 7.2 and enclose the Technical Proposal documents:

- A) All pages of the Technical Proposal shall be numbered & hard-bound properly. The first page shall be the table of contents (as per Form 8) and the last page shall be the Page Numbering Certificate (as per Form 16).
- B) All Technical Proposal forms mentioned in Section 5.2 and any supporting documents: Form 8, Form 9, Form 10, Form 11, Form 12, Form 13, Form 14, Form 15, Form 16.
- C) Any other required documents.

Financial Proposal

ENVELOPE 3: Label the envelope with the label given in Section 7.3 and enclose the Financial Proposal documents:

- A) All pages of the Financial Proposal shall be numbered & hard-bound properly. The first page shall be the table of contents (as per Form 17) and the last page shall be the Page Numbering Certificate (as per Form 20).
- B) All Financial Proposal forms mentioned in Section 5.3: Form 17, Form 18, Form 19, Form 20.

① Submission address:

**DREAM City Department,
Room No.84, Surat Municipal Corporation,
Muglisara, Chowk,
Surat, Gujarat, India**

Phone: 0261-2422221

E-mail: dreamclsurat@gmail.com

3.13 Proposal Evaluation – Overall

- (a) As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (the “Shortlisted Applicants”), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals

which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

(b) Prior to evaluation of Proposals, DCL will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The DCL may, at its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

- ***The Pre-Qualification Proposal***

- i. is received in the forms 1 to 7 of Section 5.1 of this RFP;
- ii. is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. is accompanied by the Bid Security as specified in this RFP;
- iv. is accompanied by the Power of Attorney, for the Authorised Representative;
- v. is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- vi. does not contain any condition or qualification; and,
- vii. is not non-responsive in terms hereof.

- ***The Technical Proposal***

- viii. is received in the forms 8 to 16 specified in Section 5.2 of this RFP;
- ix. is received by the Proposal Due Date including any extension thereof in terms hereof;
- x. is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- xi. does not contain any condition or qualification; and
- xii. is not non-responsive in terms hereof.

- ***The Financial Proposal***

- xiii. is received in the forms 17 to 20 of Section 5.3 of this RFP;
- xiv. is received by the Proposal Due Date including any extension thereof;
- xv. is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- xvi. does not contain any condition or qualification; and
- xvii. is not non-responsive in terms hereof.

(c) The DCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the DCL in respect of such Proposals. However, DCL reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The DCL will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

(d) As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further.

3.14 Proposal Evaluation – Minimum Qualification Criteria

Sr. No	Pre-Qualification Requirement	Supporting Documents to be Attached
A	<p>Applicant shall be national /international level company in existence for last 5 years (as on PDD) and should have been Smart City Consultant / ICT Consultant and have successfully developed and customized Smart City designs, plans and roadmap for implementation of globally large scale Information and Communication Technology systems / major ICT components for at least: (a) one project of area 250 acres or more and having ICT capital investment of minimum of INR 25 Crores; OR (b) two projects each of area covering 125 acres or more and having ICT capital investment of minimum of INR 15 Crores each; OR (c) three projects each of area 80 acres or more and having ICT capital investment of minimum of INR 10 Crores each.</p>	<ul style="list-style-type: none"> • Applicant shall submit certificate of incorporation • Completion certificates/ Part completion certificates from clients. The certifications must confirm the project attributes (size, fee, duration, etc.) and the scope of work on the projects. • The self-certification of the applicant is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.
B	<p>Applicant must demonstrate specific project experience in respect of at least two of the following disciplines (minimum 1 project having consultancy value of 1 Cr in both the discipline):</p> <ol style="list-style-type: none"> i. Public Safety and Security (including video surveillance and analytics), Public Facilitation, Transportation, etc. ii. Integrated Operations Command Centre iii. Service layer components and their integration such as ICT for utilities and infrastructures for automation, monitoring, control, display, etc. iv. Network & communications – passive optical networking, unified communications, wi-fi, etc. 	<ul style="list-style-type: none"> • If any discipline(s) stated against B (i) to B (iv) are part of an umbrella / consolidated project / work order, individual certificate(s) (pertaining to qualification criteria) be issued and signed. Documents must clearly spell out relevant scope and values for respective qualifying discipline(s).
C	<p>Applicant shall have an average annual turnover of at least INR 5 Crores or equivalent for last three financial years. (specifically engaged with local urban bodies or smart cities)</p>	<p>Applicant shall submit certificate as per Form 4.</p>

3.15 Proposal Evaluation – Technical Evaluation

(a) The evaluation committee (“Evaluation Committee”) appointed by the DCL will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Sr. No.	Evaluation Criteria	Points
A	<p>Specific consultancy experience related to the assignment (having consultancy value of at least 1cr. in each discipline as mentioned below)</p> <p>The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical speciality. Describe in detail Applicant’s contribution to past projects which cover the following broad areas:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Network & communication- passive optical networking, unified communications, wi-fi, etc. (pts.-5) <input checked="" type="checkbox"/> Integrated project command center (pts.-5) <input checked="" type="checkbox"/> Smart city management solutions – Public safety & security (access control, video surveillance with associated analytics, alarms, etc.); City transportation (motorized/non-motorized, parking, etc.); utilities (metering & monitoring); City operations (People engagement platform, ERP, smart cards, etc.) (pts.-15) <p>The details should cover, project's detailed services offered by applicant, client details, project cost, consultancy fee ect.)</p>	25
B	<p>Approach and Methodology:</p> <p>1. Applicant should</p> <ul style="list-style-type: none"> (i) state in details the ICT components / services (with functionality) in its scope that are required for a world class smart city. (ii) submit, an approach and methodology document for formulation of baselinereport. <p>2. Proposals must be direct, concise and reflect a clear understanding of the assignment. All information not directly relevant to this RFP should be omitted. DCL will evaluate applicant response based on focus towards requirements, directness, clarity, etc. Adequacy of the proposed project management and technical approach, work plan and methodology in response to the SOW would be essential for respondents.</p>	20
C	<p>Qualification and relevant competence of the personnel to be positioned for ICT Consultancy. Emphasis should be on detailing in depth tasks and activities performed around requested expertise in respect of all executed projects, instead of defining at high level or providing superficial level experience.</p>	40

D	ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a national or international city.	5
E	ICT consultancy experience in design / planning / implementation / execution / commissioning of a Smart City solution (having minimum capital investment of INR 1 Crore) for any international organization or institution.	5
F	Valid and recently dated ISO Certification	5
	Total Points	100

In addition to supporting documentation, a presentation will be required for the Evaluation Committee covering the areas of evaluation mentioned above. The proposed "Project Manager" must be available during this presentation.

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Scope of Work or if it fails to achieve the minimum technical score. The DCL will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

- (b) At a bare minimum one (1) expert specialist shall be assigned (the "Project Manager"). Support staff & other area experts such as Application / Process Specialist and Network Architect will be assigned as & when required and shall be in addition to the Project Manager. The Project Manager shall have the following minimum qualifications:
- i. Should be a Graduate (preferably with Masters in Computer Science/Engineering or equivalent) and should possess appropriate professional certifications for the role.
 - ii. Should have a minimum ICT experience of 10 years and should have designed /managed / lead overall smart city initiatives for at least 2 projects.
- (c) The Age of proposed personnel should not be more than 65 years on the Proposal Due Date. The DCL reserves the right to ask for details regarding the proof of age, qualification and association of the proposed personnel with the firm.
- (d) The total number of marks allocated for qualification and competence of the proposed Project Manager is 40 marks as detailed below:
- i. Qualifications & Professional Certifications (10)
 - ii. Experience in each of the following areas (30):
 - Smart City solutions (Safety & Security including video analytics, Utilities, Transportation, etc.)
 - Network & Communications (Passive Optical Networking, Unified Communications, etc.)
 - Project Integrated Command Centre implementations, City/ Building Management Systems, ERP, etc.
- (e) The DCL will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification would be sent by electronic mail.

3.16 Proposal Evaluation – Financial Proposal

- (a) Financial proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- (b) Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- (c) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The evaluation shall exclude applicable taxes. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm / F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

3.17 Proposal Evaluation – Scoring

- (a) Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.60:0.40.

- (b) The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

3.18 Award of Contract

- (a) After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the DCL to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the DCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the DCL on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

- (b) Performance Security equivalent to 10 (ten) per cent of the total cost of the Financial Proposal shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in the form of a Bank Guarantee as per Form 21 herein. For the successful bidder, the Performance Security will be retained by DCL until the completion of the assignment by the Consultant and be released 90 (ninety) days after the completion of the entire assignment.
- (c) Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- (d) Commencement of Assignment: The Successful Applicant / Consultant is expected to commence the Assignment on the date of commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the DCL may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the DCL.
- (e) The Successful Applicant shall not subcontract the whole of the Services.

3.19 Miscellaneous

- (a) Ownership of Documents and Copyright: All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the DCL in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the SOW. The study outputs shall be the property of DCL.
- (b) The DCL, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Applicant in order to receive clarification or further information;
 - iii. retain any information and/or evidence submitted to the DCL by, on behalf of and/or in relation to any Applicant; and/or
 - iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- (c) It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the DCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- (d) All documents and other information provided by the DCL or submitted by an Applicant to the DCL shall remain or become the property of the DCL. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The DCL will not return any Proposal or any information related thereto. All information

collected, analysed, processed or in whatever manner provided by the Consultant to DCL in relation to the consultancy shall be the property of the DCL.

- (e) The DCL reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

3.20 Termination of Contract

DCL will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the DCL shall reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the DCL, the DCL will forfeit the performance security of the Consultant.

SECTION 4. Scope of Work

4.1 Objectives

The ICT Consultant shall be end to end responsible, but not limited to the details contained in this document, for all the smart city ICT activities for the proposed DREAM City Project at Village-Khajod in Surat, Gujarat such as detailing business / functional and technical specifications, working out best in class sustainable architectures / technologies, solutions and components (including providing of comparisons of different solutions with costs), detailed designing and evolving BoQs, working out budgets for all the ICT infrastructure items that are stated herein and as needed for any world class City or otherwise to be implemented in the DREAM City Project. The ICT Consultant will also be framing RFQs/ RFPs for engagement of System Integrator(s) (SI), defining transition and steady state operational requirements including KPIs and SLAs, working out various kinds of plans / schedules, integration requirements of phase-wise IT solutions and components, carrying out activities around quality assurance, test and acceptance (of System Integrator supplied infrastructure), own continuous interaction and coordination with all discipline owners such as of utilities, trunk infrastructure (including civil works) for enhancing value by way of bringing in ICT and / or automation packages for various phase-wise utilities and other units, integration, optimisation, etc., assuming role of ICT implementation assurer and optimizer for DCL by way of providing continuous oversight, monitoring, control and project management for successful implementation of end to end ICT and other aforementioned infrastructure for the project.

In conjunction to above paragraph, the objective is to build ICT infrastructure for a world class, state of the art infrastructure, but not limited to requirements, systems, solutions, components etc. that are contained in this document. The Consultant is obliged to include as part of scope of this RFQ all the ICT end to end requirements and the corresponding solutions and services in its scope for DCLs project area, though not defined herein, but will be needed for a new age / state of the art and world class city. Otherwise also, any incidental activities needed for the completeness and / or successful implementation of smart ICT infrastructure will be carried out by the Consultant as part of scope of this RFQ.

The objective is to build the DREAM City project by implementing world class, state of the art ICT Infrastructure, encompassing numerous systems and integrating underlying information technology solutions and components while maximizing the value for DCL.

The ICT initiative for DCL is to build a smart, socially and technologically attractive, sustainable world class city.

The Consultant shall create a level playing field for all ICT solutions, components, elements, etc. for DREAM City project for the SI applicants by evolving a common frame work containing detailed design, as much as creating a low level blue print of all the systems, subsystems, components etc. involved along with other details such as BoQ etc. The details MUST be worked out objectively to the last level with no room for any assumptions and / or subjectivity and / or qualifiers and / or caveat statements (All elements must be comfortably measurable and implementable).

The Consultant will have to coordinate at their own initiative and as required with other design and construction professionals who are responsible for construction of the DCLs phase-wise infrastructure/buildings.

4.2 Technical Services

The ICT consultant is expected to provide assistance in developing the Information and Communication Technology strategy that would among other things, feed into the design of the City and include: cabling design; data network design; telephony strategy and design; audio visual design; surveillance & security infrastructure; immersive learning technologies, etc. It shall include but not be limited to detailed designing of customized architecture of ICT diverse sub-systems, integrating with hardware, packaged / specifically customized software / applications and communications equipment, city wide utilities/infrastructure, sensors, etc.

Technical services will be aligned to suitably empower DCL to make an informed decision on, but not limited to, the following ICT aspects – this should be explained & discussed threadbare so that DCL may take an appropriate decision on each count:

1. Architecture, Security, Design, Standards, Specifications, etc. for all ICT aspects in a smart city.
2. Project area Safety & Security – Access control; Visitor management; Surveillance, monitoring and analytics (video analytics, people count analytics, etc.); Handling of hazardous materials; Panic alarms, fire alarms; Emergency services, etc.
3. Transportation – Metro / Buses / Cycles / motorized & non-motorized transport; Parking Management; Speed control on roads; etc.
4. Utilities – Smart metering of utilities; Energy management systems for lighting and HVAC control; Power and water distribution infrastructure monitoring; Treated water and potable water quality monitoring; etc.
5. Project operations – Peoples engagement platform; Ticketing & issue resolution system; Smart Card and Payment infrastructure; space & amenities management; ERP integration, etc.
6. Integrated Project Operations Command Center – Automated command, control and intelligence platform; Centralized event management across domains; Historic and real time data analysis & dashboards across domains; etc.
7. Network & Communication – Network architecture (Both Active & Passive) to facilitate unified Communication like: High speed Internet, VoIP, IPTV, Video on Demand (VoD), Multimedia service integration, etc.; Networking technology options (passive optical networks / conventional switched networks, topology, addressing, switching & routing, security & management, etc.); Wireless/Radio Frequency Networking; NOC/Data center; BYOD support & controls; Internet access.
8. System architecture and design – including (i) Hardware architecture with specification of all hardware components for different environments / stages for the purpose of data center /private cloud computing (if applicable) / application service vendor, etc.; and (ii) Software architecture with specification of common off-the-shelf packages and / or custom software for implementing requirements of a new age city.
9. Kiosks and Networked Digital Signage System
10. POTS/IP Telephony (voice mail, messaging, etc.) / PRI lines (EPABX/ IPABX)
11. Modular Data Center Designing & Planning
12. Capacity planning for Hardware
13. AV specific areas like Collaborative Conferencing (including video, audio, web and data conferencing); Multimedia and Multi Touch Technologies; Public Address Solutions; Audio-Video solutions for Board Rooms and meeting rooms and high-end Conferencing Rooms; State of the Art Auditorium; Virtual Rooms etc.

14. Preparation of BoQs with complete specifications and estimated values for Data / Voice / Video network and other Smart Solution components.
15. Creating / Verifying detailed design and specifications of ICT overlays needed for smart infrastructure & technologies, including SCADAs of water, gas, power, waste, etc.
16. Assistance in all aspects of the tendering process as needed by DCL
17. Overseeing & validating the execution of tendered work

4.3 Stages of Work

The Consultant is expected to own all the project life cycle responsibilities for the entire ICT infrastructure from stage evolution to transition to production of all ICT System of DCL. The services to be rendered by the consultant, shall be performed in the following stages, forming part of the scope of work.

a) Inception stage

The consultant shall do the following:

- 1) Render advice on the engineering services to be provided, space allocation as are required for the system enumerated above (and those that may be needed but are not listed) & setting of standards & specifications of works to be adopted.
- 2) Render advice on the Integrated Operations Command Center & NOC requirements & structural requirements for all elements of the overall ICT infrastructure.
- 3) Prepare an overall Smart City Implementation Plan (inclusive of ICT roadmap) for DCL. This plan must not be a mere academic device but should also be useful in that it is actionable.
- 4) Prepare an Inception Report, in line with the DCL Smart City Implementation Plan, that shall cover the collection & analysis of requirements that starts from the requirements baseline of a new age smart city. This shall be arrived at after discussion and deliberation with DCL and will also incorporate concept designs, system architecture, drawings, and the like. This shall then be the baseline for detailed design.

After the inception, the two stages below will be repeated over the phases of the DREAM City Project.

b) Design & development stage

The consultant after getting written approval/ authorization for works agreed in the Inception Report, shall perform the following works:

- 1) Package-wise design development & preparation of preliminary designs, tender specifications and drawings including layout drawings incorporating all elements of the agreed and anticipated ICT service delivery framework for DCL.
- 2) The details & drawings will be coordinated with the architects, PMC & other consultants involved in the DCL project.
- 3) Preparation of preliminary cost estimates based on market conditions.
- 4) Prepare a unified /integrated system design that would describe the characteristics of the ICT system to be built for DCL. This would specify build details of sub systems, each sub-systems' component's interaction with other components, including internal and external sub-systems. This would also encompass system requirements, system and sub-system architecture, human machine interface,

detailed design, processing logic, external interfaces, etc. The overall inputs at this stage shall be captured in the Design & Development Stage Report that will incorporate the Smart city implementation roadmap & investment plan.

c) Tender stage

The consultant after getting the written approval / authorization for works under Design & Development Stage Report shall perform the following works in tandem with each of the phases of construction.

- 1) Preparation of tender including tender drawings, technical specifications of work & complete Bill of Quantities (BoQ) for procurement, installation, commissioning and operations.
- 2) Preparation of detailed estimates of costs based on market rates.
- 3) Preparation, review and validation of the eligibility criteria, tender evaluation criteria and weights for evaluating the tenders during the finalization of RFQ.
- 4) Participating in the pre-bid clarification session with all selected and participating vendors, to discuss and clarify the RFQ document and to assist in answering any question the vendor(s) may have.
- 5) Participating in the evaluation of the tender responses.
- 6) Furnish list of vendors & assist DCL in selection of appropriate vendors when so required.
- 7) Prepare comparative statement of tenders received & submit reports.
- 8) Participate in tender evaluation, negotiations & finalization of contracts, when so required.

d) Execution stage

The consultant after getting written approval/ authorization for works under tender stage shall perform the following works:

- 1.) Review of good for construction working drawings after due coordination with DCL architects to enable execution of work at site.
- 2.) Scrutinize & approve drawings, submitted by various vendors before issue at site.
- 3.) Validating tested and accepted prototypes / systems (hardware and software) / networks commissioned by SI (per specifications / procedures established in the design and development phases).
- 4.) Validate and confirm in writing the execution of tendered work as per plan.

4.4 Deliverables

All the deliverables shall be in the form of 3 (three) hard copies + soft copies both in DOC/DOCX/ODT and PDF formats. Editable copies must be submitted. A list of all deliverables must be provided in the Technical Proposal as per Form 14.

4.5 Engagement Duration

The Consultant is expected to be engaged for a period of 15 months, extendable by mutual agreement between DCL and Consultant.

SECTION 5. *Standard Submission Forms*

The Applicants shall respond using the standard formats given in this Section in addition to submitting the documents supporting Eligibility / Technical Evaluation Criteria.

5.1 PQP Forms

- Form 1 PQP index
- Form 2 Pre-qualification Proposal Submission Form
- Form 3 Format for Eligibility Experience
- Form 4 Format for Average Annual Turnover
- Form 5 Format for Power of Attorney for Authorized Representative
- Form 6 Format for Bank Guarantee for Bid Security
- Form 7 PQP Page Numbering Certificate

5.2 Technical Proposal Forms

- Form 8 Technical Proposal Index
- Form 9 Technical Proposal Submission Form
- Form 10 Applicant's Experience
- Form 11 Comments and Suggestions on the Consultancy
- Form 12 Description of Approach, Methodology and Work Plan
- Form 13 Curriculum Vitae (CV) for Proposed Professional Staff
- Form 14 Deliverables Listing
- Form 15 Work Schedule
- Form 16 Technical Proposal Page Numbering Certificate

5.3 Financial Proposal Forms

- Form 17 Financial Proposal Index
- Form 18 Financial Proposal Submission Form
- Form 19 Payment Schedule
- Form 20 Financial Proposal Page Count Certificate

5.4 Other Forms

- Form 21 Format of Bank Guarantee for Performance Security

Form 1: Pre-Qualification Proposal Index of Submitted Documents

(All forms & other documents listed in this index shall be properly “hard-bound” together and put into the “Pre-Qualification Proposal” envelope)

The first page of the set of documents to be enclosed in the “Pre-Qualification Proposal” envelope shall be a Table of Contents as given below and shall be enclosed as page –01.

(add additional items if included)

Sr. No.	Requirement	Documents Required	Page number of submitted PQP
1.	EMD	Demand Draft/FDR/Bank Guarantee (Form 6)	
2.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory (Form 5)	
3.	Submission Form	As per Form 2	
4.	Eligibility Experience	As per Form 3	
5.	Turnover Certificate	As per Form 4	
6.	Project Completion Certificates	As per requirement	
7.	Approach & Methodology	As per evaluation requirement	
8.		
9.	Page Numbering Certificate	As per Form 7	

Form 2: Pre-Qualification Proposal Submission Form

[To be printed on official stationery of Applicant]

To,

The Managing Director
DREAM City Limited, Surat
Phone: 0261-2422221
Email: dreamclsurat@gmail.com

Ref: RFP No. MD/DCL/ICT/RFP/03/2019-20: Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat

Dear Sir,

With reference to your above-mentioned RFP, we, having examined all relevant documents and understood their contents, hereby submit our Pre-qualification Proposal for selection as ICT Consultant. The Proposal is unconditional and unqualified.

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

Further:

1. We acknowledge that DCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to DCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of DCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any Addendum issued by the DCL;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DCL or any other public sector enterprise or any government, Central or State; and

- d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offense committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors / Authorized Signatory.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DCL in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for one hundred eighty (180) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
16. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DCL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
18. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

19. We agree and undertake to abide by all the terms and conditions of the RFP Document.
20. We have few suggestions about conditions of the RFP and the same have been enclosed as annexure to this form. DCL may consider the same at its discretion.
21. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.
22. We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.
23. We undertake that the documents submitted are genuine/authentic and nothing material has been concealed there from and that we are not debarred by any Government organization and are competent to have the contract. We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

We remain, Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form 3: Format for Eligibility Experience

Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Bidder company details (use the following format):

S.No.	Item	Details	Page No. of the Proof Document
1.	Name, Designation and Contact Details of the Person Authorized to Make Commitments to the Authority		
2.	Company Registration No. (Copy of the Registration Certificate to be attached)		
3.	PAN No. (Copy of the Certificate to be attached)		
4.	GST No. (Copy of the Certificate to be attached)		
5.	Service Tax No. (Copy of the Certificate to be attached)		
6.	Description of the background and organization of your company.	<i>Limit response to a single one-sided sheet of paper. Highlight the eligibility criteria fulfillment of this RFP.</i>	

Project Specific Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE AS REQUIRED FOR MEETING THE MINIMUM QUALIFICATION CRITERIA PRESCRIBED.
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENTS WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST FIVE YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):

Name of Client:	Total No. of man months of the assignment:
Address:	Start Date (Month/Year): Completion Date (Month/Year): No. of professional staff involved:
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Notes:

- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates of SBI as of 5 working days before submission closing date for the purpose of conversion.
- Please limit the description of each project to two A4 size single-side printed sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding this limit shall not be considered for evaluation.

Form 4: Format for Average Annual Turnover of the Applicant

S. No.	Financial years	Average Annual turnover of the applicant (INR)
1.	2015-2016	
2.	2016-2017	
3.	2017-2018	
	Average for three years	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor

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

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note: In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

Form 5: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr. / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "Selection of ICT Consultant for DCL, Surat, Gujarat" to the Diamond Research And Mercantile City Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostolic certificate.

Form 6: Format of Bank Guarantee for Bid Security

(To be stamped in accordance with the stamp Act.)

To,
The Managing Director
DREAM City Limited, Surat
Phone: 0261-2422221
Email: dreamclsurat@gmail.com

Respected Sir,

In accordance with your RFP No. MD/DCL/ICT/RFP/03/2019-20 dated _____ (hereinafter called the "bid"), M/s. _____ having their registered / Head Office at _____ (hereinafter called the "bidder") wish to participate in the said bid for "Selection of ICT Consultant for DCL, Surat, Gujarat".

As an irrevocable Bank Guarantee against Earnest Money Deposit for Rs. _____ (Rupees _____) valid up to _____ is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the bid document.

We, (Name of the bank) _____ having our head office at _____ and local office at _____ (hereinafter called the "Bank") guarantee and undertake to pay immediately merely on first demand by Diamond Research And Mercantile City Limited, Surat (hereinafter called DCL), the amount of Rs. _____ (Rupees _____) without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person. Any such demand made by DCL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This bank guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from DCL on whose behalf this guarantee is issued. Notwithstanding anything contained herein above, our liability under the guarantee shall remain in force till _____ unless a demand or claim under this guarantee is filed against us within the date of expiry, i.e., _____ all your rights under this guarantee will be forfeited and we shall be relieved and discharged from all liabilities here under.

We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

The Bank declares that it has power to issue this Guarantee and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 7: PQP Page Numbering Certificate

(To be enclosed as **last page** of Pre-Qualification Proposal)

CERTIFICATE

Certified that this Pre-Qualification Proposal is carrying _____pages
(in figures and words) and **each page is numbered.**

Date:

Sig. of the tenderer &
With seal

RFP No. MD/DCL/ICT/RFP/03/2019-20 for "Selection of ICT Consultant
for DCL Surat, Gujarat."

Form 8: Technical Proposal Index

(All forms & other documents listed in this index shall be properly “hard-bound” together and put into the “Technical Proposal” envelope)

The first page of the set of documents to be enclosed in the “Technical Proposal” envelope shall be a Table of Contents as given below and shall be enclosed as page – 01.

TABLE OF CONTENTS

Sl. No.	Description	Page No.
1.	Technical Proposal Submission Form (Form 9)	
2.	Applicant's Experience (Form 10)	
3.	Comments & Suggestions (Form 11)	
4.	Description of Approach (Form 12)	
5.	CV of Proposed Project Manager (Form 13)	
6.	Deliverables Listing (Form 14)	
7.	Work Schedule (Form 15)	
8.	...	
9.	
10	Certificate regarding page numbering (Form 16)	

Form 9: Technical Proposal Submission Form

[Location, Date]

To,
The Managing Director
DREAM City Limited, Surat
Phone: 0261-2422221
Email: dreamclsurat@gmail.com

Ref: No. MD/DCL/ICT/RFP/03/2019-20 for “Selection of ICT Consultant for DREAM City Project, Surat Gujarat”

Dear Sir,

With reference to your above-mentioned RFP, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection of ICT Consultant. The Proposal is unconditional and unqualified.

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

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

Further:

1. We acknowledge that DCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
 2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
 3. We shall make available to DCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
 4. We acknowledge the right of DCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
- a) We have examined and have no reservations to the RFP, including any Addendum issued by the authority;

- b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DCL or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 8. We declare that we are not a member of any other consultancy applying for selection as a Consultant.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Authorised Signatory.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DCL in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.
 13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 15. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by DCL or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.
18. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.
19. We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.
20. We undertake that the documents submitted are genuine/authentic and nothing material has been concealed there from and that we are not debarred by any Government organization and are competent to have the contract. We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

We remain, Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

Form 10: Applicant's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

- USE FIVE (5) BEST PROJECTS WITH COPY OF PROOF OF EXPERIENCE.
- USE PROJECTS WITH COPY OF PROOF OF EXPERIENCE
- PROJECTS WITHOUT THE PROOF OF EXPERIENCE FROM RESPECTIVE CLIENTS WILL NOT BE CONSIDERED.
- EXHIBIT PROJECTS IN THE LAST FIVE YEARS.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of man months of the assignment:
Address:	Start Date (Month/Year): Completion Date (Month/Year): No. of professional staff involved:
Description of actual services provided by your staff within the assignment: <i>Align this description to the evaluation criteria A – Specific experience related to the assignment.</i>	

Firm's Name:

Authorized Signature:

Note:

- In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates of SBI as of 5 working days before submission closing date for the purpose of conversion.
- Please limit the description of each project to two A4 size single-side printed sheets of paper (one A4 size sheet of paper if printed on both sides). Descriptions exceeding this limit shall not be considered for evaluation.

Form 11: Comments and Suggestions on the Consultancy

A: On the Scope of Work

- 1.
- 2.
- 3.
- 4.
- 5.

B: On the data, services and facilities to be provided by the DCL

- 1.
- 2.
- 3.
- 4.
- 5.

C: On Technical Proposal

- 1.
- 2.
- 3.

D: General Comments

- 1.
- 2.

Form 12: Description of Approach, Methodology & Work Plan

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- A. Project Management Approach
- B. Technical Approach and Methodology,
- C. Work Plan, and
- D. Organisation and Staffing.

- Project Management Approach: In this section the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Scope of Work. Please limit the discussion to one (01) page (single A4 sheet printed on one side). Discussions greater than this limit shall not be considered for evaluation.
- Technical Approach and Methodology: In this section, consultant should explain their understanding of the objectives of the assignment as outlined in the SOW, the technical approach, and the methodology they would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 4 single sided pages (2 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- Work Plan: In this section the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the DCL) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the SOW and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Proposal.
- Organisation and Staffing: In this section the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment and the key experts responsible thereof.

Form 13: Curriculum Vitae of Proposed Project Manager

1.	Proposed position			
2.	Name of firm			
3.	Name of staff	[First] [Middle] [Surname]		
4.	Date of birth	[MM/DD/YYYY]		
5.	Nationality			
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]		
7.	Membership of Professional Organizations			
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]		
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]		
10.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
11.	Details of tasks assigned			
12.	<u>Work Undertaken that Best Illustrates Capability to Handle the Assignment</u>	<p>[Among the assignments in which the Staff has been involved, most importantly describe in depth explaining components handled / contribution made with specific reference to SOW for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:</p>		

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

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

Note:

Please restrict the number of pages per CV to four (04) pages (4 single-side printed sheets or two sheets if printed both sides). Pages in the CV greater than these limits shall not be considered for evaluation.

Form 14: Deliverables Listing

<i>S.No.</i>	<i>Deliverable Title</i>	<i>Short Description of Deliverable</i>	<i>Dependency*</i>

*Mention dependency, if any, on the completion of the deliverable

Form 15: Work Schedule

S. No.	Activity / Report	Months (in the form of a bar chart)							Total (months)
		M1	M2	M3	M4	M5	M6	n	
1.	{e.g., Deliverable #1: Report A								
	1) data collection								
	2) drafting								
	3) inception report								
	4) incorporating comments								
	5)								
	6) delivery of final report}								
2.	{e.g., Deliverable #2								
n									

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form 16: Technical Proposal Page Numbering Certificate

(To be enclosed as last page of Technical Proposal)

CERTIFICATE

Certified that this Technical Proposal is carrying _____ pages (in figures and words) and **each page is numbered.**

Date:

Sig. of the tenderer &
With seal

RFP No. MD/DCL/ICT/RFP/03/2019-20 for "Selection of ICT Consultant for DREAM City Project, Surat, Gujarat"

Form 17: Financial Proposal Index

(All forms listed in this index shall be properly “hard-bound” together and put into the “Financial Proposal” envelope)

The first page of the set of documents to be enclosed in the “Financial Proposal” envelope shall be a Table of Contents as given below and shall be enclosed as page – 01.

TABLE OF CONTENTS		
SI. No.	Description	Page No.
1.	Financial Proposal Submission Form (Form 18)	
2.	Payment Schedule (Form 19)	
3.	Certificate regarding page numbering (Form 20)	

Form 18: Financial Proposal Submission Form

[Location]

[Date]

To,
The Managing Director
DREAM City Limited, Surat
Phone: 0261-2422221
Email: dreamclsurat@gmail.com

Respected Sir,

Subject: RFP No. MD/DCL/ICT/RFP/03/2019-20 : Selection of ICT Consultant for DREAM City Project at Surat, Gujarat

We, the undersigned, offer to provide the consulting services in accordance with your Request for Proposal cited above and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.

We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 19: Payment Schedule

The Proposed Engagement Duration Months (PEDM) are 15. This is extendable on mutual agreement.

Note: The Consultants shall have to submit Tax Exclusive Total Cost of Financial Proposal (TCFP) in Volume-II (On-line only)

Applicant agrees that payment shall be disbursed as follows:

1. Fixed Payment: 10% of TCFP divided equally into PEDM parts, shall be disbursed on post quarterly basis (in case of project extension, the same fixed payment shall continue to be applicable);and
2. Variable Payment: 90% of TCFP (Variable Amount – VA) spread over two phases of construction on reaching of milestones as mentioned below.

Milestone	Percentage of VA Due*
1. On getting written approval / authorization from DCL for works agreed in the Inception Report as per accepted Smart City implementation Roadmap	15%
2. After 120 days of entire project implementation (to be counted from sign off date of the completion of second phase execution)	5%
<i>The following milestones will be repeated over the two phases of construction</i>	
3. On getting the written approval / authorization from DCL for works under Design & Development Stage Report	10%
4. Upon award of tender for execution of work	10%
5. Upon completion of execution stage and receipt of written confirmation on the execution of tendered work as per plan	10%
6. After 90 days from the completion of the execution stage	5%

*(plus any tax that may be payable by DCL on the said amount)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 20: Financial Proposal Page Numbering Certificate

(To be enclosed as **last page** of Financial Proposal)

CERTIFICATE

Certified that this Financial Proposal is carrying _____ pages (in figures and words) and **each page is numbered.**

Date:

Sig. of the tenderer &
With seal

RFP No. MD/DCL/ICT/RFP/03/2019-20 for "Selection of ICT Consultant for DREAM City Project at Surat, Gujarat"

Form 21: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of the Diamond Research And Mercantile City Limited, Surat, Gujarat (hereinafter referred as the 'DCL', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of DCL's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the DCL for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the DCL immediately on demand, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the DCL on the Bank shall be conclusive and binding notwithstanding any difference between the DCL and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the DCL discharges this guarantee.

The DCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The DCL shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the DCL and the Consultant any other course or remedy or security available to the DCL. The Bank shall not be relieved of its obligations under these presents by any exercise by the DCL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DCL or any other indulgence shown by the DCL or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the DCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the DCL may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s), as may be **desired** by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the DCL.

SECTION 6. *Draft Contract Specimen*

DRAFT CONTRACT SPECIMEN FOR
CONSULTANCY SERVICES

Between

[Diamond Research And Mercantile City Limited]

[Name of Consultants]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

The Diamond Research And Mercantile City Limited, a Government owned company, having its registered office at _____, hereinafter referred to as the "DCL" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

AND,

[Name of Consultants and registered address]

(Hereinafter called the "Consultants")

WHEREAS

- a) The DCL has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The Consultants, having represented to the DCL that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract (hereinafter called "GC");
 - b) The Special Conditions of contract (hereinafter called "SC"); c)

The following Appendices:

Appendix A: Instructions to Consultants, Scope of Work containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Consultants', Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the DCL Appendix

Appendix E: Consultant's Fee Details.

Appendix F: "Conformed Document" which incorporates all the changes, modifications and results of the contract negotiations

Appendix G: Copy of Letter of Award

Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security and Insurances.

Appendix J: Clarifications

Appendix K: Hours of work for Consultants' Personnel

Appendix L: Correspondences

2. The mutual rights and obligations of the DCL and the Consultants shall be as set forth in the Contract; in particular:
 - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b) DCL will make payments to the Consultants in accordance with the provisions of the Contract.
- 3) Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a. The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b. the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c. the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d. the Appendices shall subject to each of the Contract, SC and the GC
 - e. Any decision of the DCL in relation to the priority of documents shall be final and binding upon the Consultant

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

FOR AND ON BEHALF OF DCL

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

[Designation]

Witness:

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

II. **General Conditions of Contract**

6.1 General provisions

6.1.1 Definitions

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

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

- h) "Government" means the Government of DCL's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Lead Member/ Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultant's rights and obligations towards the DCL under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the DCL or the Consultants, as the case may be, and Parties means both of them;
- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in SOW;
- s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the DCL, and includes collusive practice among consultants (prior to or after submission of

proposals) designed to establish prices at artificial non-competitive levels and to deprive the DCL of the benefits of free and open competition.

- 6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Gujarat.
- 6.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the DCL may approve.
- 6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the DCL or the Consultants may be taken or executed by the officials in the SC.
- 6.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 6.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such

of its functions as are relevant in the context in which the statutory body or authority was referred to

- 6.1.85 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.86 The words “include” and “including” are to be construed without limitation. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed *ejusdem generis* with any foregoing words.
- 6.1.87 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.88 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 6.1.89 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - c) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

6.2 Commencement, completion, modification and termination of contract

- 6.2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.
- 6.2.2 Commencement of Services: The Consultants shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that with written approval from the DCL.
- 6.2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

6.2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

6.2.5 Force Majeure

6.2.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

6.2.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

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

6.2.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

6.2.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.2.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

6.3 Termination

6.3.1 By the DCL: The DCL may terminate this Contract, by not less than thirty (30) days" or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the DCL may have subsequently approved in writing;
- b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Consultant submits to the DCL a false statement which has a material effect on the rights, obligations or interests of the DCL. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DCL;
- f) within thirty (30) days, if the Consultant, in the judgment of the DCL has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the DCL, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days" decides to terminate this Contract.

6.3.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day"s" written notice to the DCL, such notice to be given after the occurrence of the events specified in this clause:

- a) if the DCL fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- or
- b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

6.3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.4.6 hereof, (iv) the rights of indemnity of the DCL specified in clause 6.12 and (v) any right which a Party may have under the Applicable Law.

6.3.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon

dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the DCL, the Consultant shall handover all project documents under procedure described in this contract.

6.3.5 Payment upon termination: Upon termination of this Contract, the DCL will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 6.3.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the DCL may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the DCL. Under such circumstances, upon termination, the DCL may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to DCL within 30 days of termination date.

6.3.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.4 Obligations of the Consultants

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

6.4.2 Conflict of interest

6.4.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub- consultants and agents of either of them, similarly shall not receive any such additional remuneration.

- 6422 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- 6423 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contract, such other activities as may be specified in the SC.
- 6.4.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the DCL's business or operations without the prior written consent of the DCL.
- 6.4.4 Consultant's Actions Requiring DCL's Prior Approval: The Consultants shall obtain the DCL's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract specific to conditions like Insurance, Intellectual Property Rights and Confidentiality, shall have been approved in writing by the DCL prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the DCL will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.
 - b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
 - c) any other action that may be specified in the SC.
- 6.4.5 Reporting Obligations: The Consultants shall submit to the DCL the reports and documents specified in SOW, in the numbers, and within the periods set forth in this contract.
- 6.4.6 Documents prepared by the Consultants to be the Property of the DCL: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the DCL, and the Consultants shall, not later than upon termination or expiration of this

Contract, deliver all such documents and software to the DCL, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

- 6.4.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be as provided by the Applicable Law.
- 6.4.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultant's, as the case may be) own cost but on terms and conditions approved by the DCL, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the DCL, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the DCL will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the DCL. (iv) the insurance policies so procured shall mention the DCL as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard. The consultant should submit an undertaking that the above insurance policies which are not applicable at this stage of the project will be procured by the consultant when the need arises and/or when the DCL intimates the consultant for the same. The onus of proving the non-applicability of the insurance policy will always lie on the Consultant.

6.5 Consultants' personnel

6.5.1 Description of Personnel

- 6.5.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's core team are described in this contract. The core team is hereby approved by the DCL. If additional work is required beyond the scope of the Services specified in SOW, the level of effort and/or staff assigned may be increased by agreement in writing between the DCL and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.
- 6.5.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the DCL, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this

Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the DCL's prior written approval.

6.5.2 Removal and/or Replacement of Key Personnel

- 6.5.2.1 The DCL will not consider substitution of key personnel during contract implementation except under exceptional circumstances.
- 6.5.2.2 If key personnel is/are replaced for a second time, the fixed component of payment due shall be reduced by 20% thereafter.
- 6.5.2.3 If the DCL finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the DCL's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the DCL.
- 6.5.2.4 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the DCL. Except as the DCL may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.6 Obligations of the DCL

- 6.6.1 Assistance and Exemptions: Unless otherwise specified in the SC, the DCL will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:
- 6.6.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- 6.6.1.2 facilitate prompt clearance through customs of any property required for the Services;
- 6.6.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- 6.6.2 Access to land: The DCL warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Project area in respect of which access is required for the performance of the Services.

6.7 Payments to the consultants

- 6.7.1 Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.
- 6.7.2 No payment shall become eligible for the next stage until the Consultant completes to the satisfaction of the DCL the work pertaining to the preceding stage.
- 6.7.3 Currency: The price is payable in local currency i.e. Indian Rupees.
- 6.7.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract. The Consultant shall be obliged to include all the ICT end to end requirements and the corresponding solutions and services, up to a maximum of 5% of contract value (at no additional cost to DCL) in its scope for DCLs project, which are not defined in this RFP, but may be required during the execution of the contract. Once this ceiling of 5% is completely exhausted, the additional work will be mutually decided between the DCL and the applicant and based on the mutual understanding a change order shall be executed.

6.8 Settlement of disputes

- 6.8.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

And relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

6.9 Responsibility for accuracy of project documents

6.9.1 General

- 6.9.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the DCL against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.
- 6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the DCL against any inaccuracy / deficiency in the designs and drawings noticed and the DCL will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

6.10 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the DCL, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the DCL under this clause shall be subject to a maximum of 10% of the total contract fees. However, this would be applicable only if delay is attributable to the Consultant.

6.11 Representation, warranties and disclaimer

6.11.1 The Consultant represents and warrants to the DCL that:

6.11.1.1 it is duly organized, validly existing and in good standing under the applicable laws of its Country;

6.11.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

6.11.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

6.11.1.4 it has the financial standing and capacity to undertake the Project;

6.11.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

6.11.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

6.11.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.

6.11.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the DCL contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

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

6.12 Miscellaneous

6.12.1 Assignment and Charges

6.12.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the DCL, which the DCL will be entitled to decline without assigning any reason whatsoever.

6.12.1.2 The DCL is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.12.2 Indemnity: The Consultant agrees to indemnify and hold harmless the DCL from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the DCL; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the DCL of a notice of the commencement of any action by a third party, the DCL will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the DCL or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the DCL may have at common law, in equity or otherwise.

6.12.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at Gujarat, India shall have jurisdiction over all matters arising out of or relating to the Contract.

6.12.4 Waiver

6.12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

6.12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

- 6.12.5 **Survival:** Termination of the Contract (a) shall not relieve the Consultant or the DCL of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- 6.12.6 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 6.12.7 **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 6.12.8 **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 6.12.9 **Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 6.12.10 **Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 6.12.11 **Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 6.12.12 **Counterparts:** The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

III. The Special Conditions of Contract

6.13 The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1(f) The contract price payable in Indian Rupees is____(exclusive of service tax).

6.1.1(j) The Member in-charge is [name of consultant].

6.1.1(n) Performance security

- (i) The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the DCL a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment.
- (ii) The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- (iii) The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (one hundred eighty) days from the date of submission of the last deliverable under this Contract.
- (iv) The DCL shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
 - a) the Consultant becomes liable to pay liquidated damages;
 - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.3.1 of the GCC;
 - c) any material breach of the terms hereof; and/or
 - d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

6.1.3 The language is English.

6.1.4 The DCL address is [name, designation, telephone, facsimile, address].

- 6.1.4 The consultant address is [name, designation, telephone, facsimile, address].
- 6.1.6 The Authorized Representative for the DCL is [name, designation].
- 6.1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and their personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the DCL will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by DCL only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.
- 6.2.1 The date on which this Contract will come into effect is [date].
- 6.2.3 The Proposed Engagement Duration Months (PEDM) of assignment shall be 15 (fifteen), with option to extend with mutual written agreement.
- 6.4.7 Limitation of the Consultant's Liability towards the DCL
- (a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the DCL's property, shall not be liable to the DCL:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.
 - (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- 6.4.8 Risks and coverage
- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
 - (b) Third Party liability insurance with a minimum coverage, for Rs.2,00,000/- (Rupees Two Lakhs) for the period of consultancy.

- (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant’s negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or „in association“, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.
- (d) DCL’s liability and workers’ compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- (e) Any other insurance that may be necessary to protect the DCL, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.7.1 Consultancy fee will be paid in accordance with the following milestone-based payment schedule on submission and acceptance of report / deliverables

- Fixed Payment: 10% of TCFP divided equally into PEDM parts, shall be disbursed on post quarterly basis (in case of project extension, the same fixed payment shall continue to be applicable); and
- Variable Payment: 90% of TCFP (Variable Amount – VA) spread over two phases of construction on reaching of milestones as mentioned below.

Milestone	Percentage of VA Due*
1. On getting written approval / authorization from DCL for works agreed in the Inception Report as per accepted Smart City implementation Roadmap	15%
2. After 90 days of entire project implementation (to be counted from sign off date of the completion of second phase execution)	5%
<i>The following milestones will be repeated over two phases of construction</i>	
3. On getting the written approval / authorization from DCL for works under Design & Development Stage Report	10%
4. Upon award of tender for execution of work	10%
5. Upon completion of execution stage and receipt of written confirmation on the execution of tendered work as per plan	10%
6. After 90 days from the completion of the execution stage	5%

*(plus any tax that may be payable by DCL on the said amount)

Important Notes

- Coordination, technical support and other ICT activities of the RFP related to the entire DCLs project construction shall continue as part of responsibility of ICT Consultant throughout the engagement of ICT Consultant and are not specific to any milestone.
- DCL reserves the right to advance part milestone deliverables per requirements of project without changing the percentage payments assigned to respective milestones.
- As stated before, this is a fixed price contract the ICT Consultant shall be responsible to include all direct and indirect costs it expects to incur for this job for its entire duration.
- Payments will made only in as per above schedule and no other charges of any type are payable (exception being applicable taxes only)
- Payment shall be made within 25 days of receipt of the invoice and approval of the relevant deliverables, and within 45 days in the case of the final payment, on achievement of milestones.

6.8.2 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above- mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Gujarat. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

SECTION 7. *Labels for envelopes containing the proposal documents*

7.1 PQP Label

PLEASE PASTE THIS SLIP ON THE PRE-QUALIFICATION PROPOSAL ENVELOPE

**Pre-Qualification Proposal For Selection of ICT Consultant
for DREAM City Limited at Surat, Gujarat**

RFP No. MD/DCLICT/RFP/03/2019-20

DueDate: _____

To,

The Managing Director
DREAM City Department,
Room No.84, Surat Municipal
Corporation, Muglisara, Chowk,
Surat, Gujarat

From: _____

Mobile: _____

Email: _____

7.2 Technical Proposal Label

PLEASE PASTE THIS SLIP ON THE TECHNICAL PROPOSAL ENVELOPE

**Technical Proposal For Selection of ICT Consultant for
DREAM City Limited at Surat, Gujarat**

RFP No. MD/DCLICT/RFP/03/2019-20

DueDate: _____

To,

The Managing Director
DREAM City Department,
Room No.84, Surat Municipal
Corporation, Muglisara, Chowk,
Surat, Gujarat

From: _____

Mobile: _____

Email: _____

7.3 Financial Proposal Label

PLEASE PASTE THIS SLIP ON THE FINANCIAL PROPOSAL ENVELOPE

**Financial Proposal For Selection of ICT Consultant for
DREAM City Limited at Surat, Gujarat**

RFP No. MD/DCLICT/RFP/03/2019-20

DueDate: _____

To,

The Managing Director
DREAM City Department,
Room No.84, Surat Municipal
Corporation, Muglisara, Chowk,
Surat, Gujarat

From: _____

Mobile: _____

Email: _____

7.4 RFP Outer Cover Label

PLEASE PASTE THIS SLIP ON THE OUTER COVER OF THE ENVELOPE CONTAINING THE
ENTIRE PROPOSAL

**Proposal For Selection of ICT Consultant for DREAM City
Limited at Surat, Gujarat**

RFP No. MD/DCLICT/RFP/03/2019-20

DueDate: _____

To,

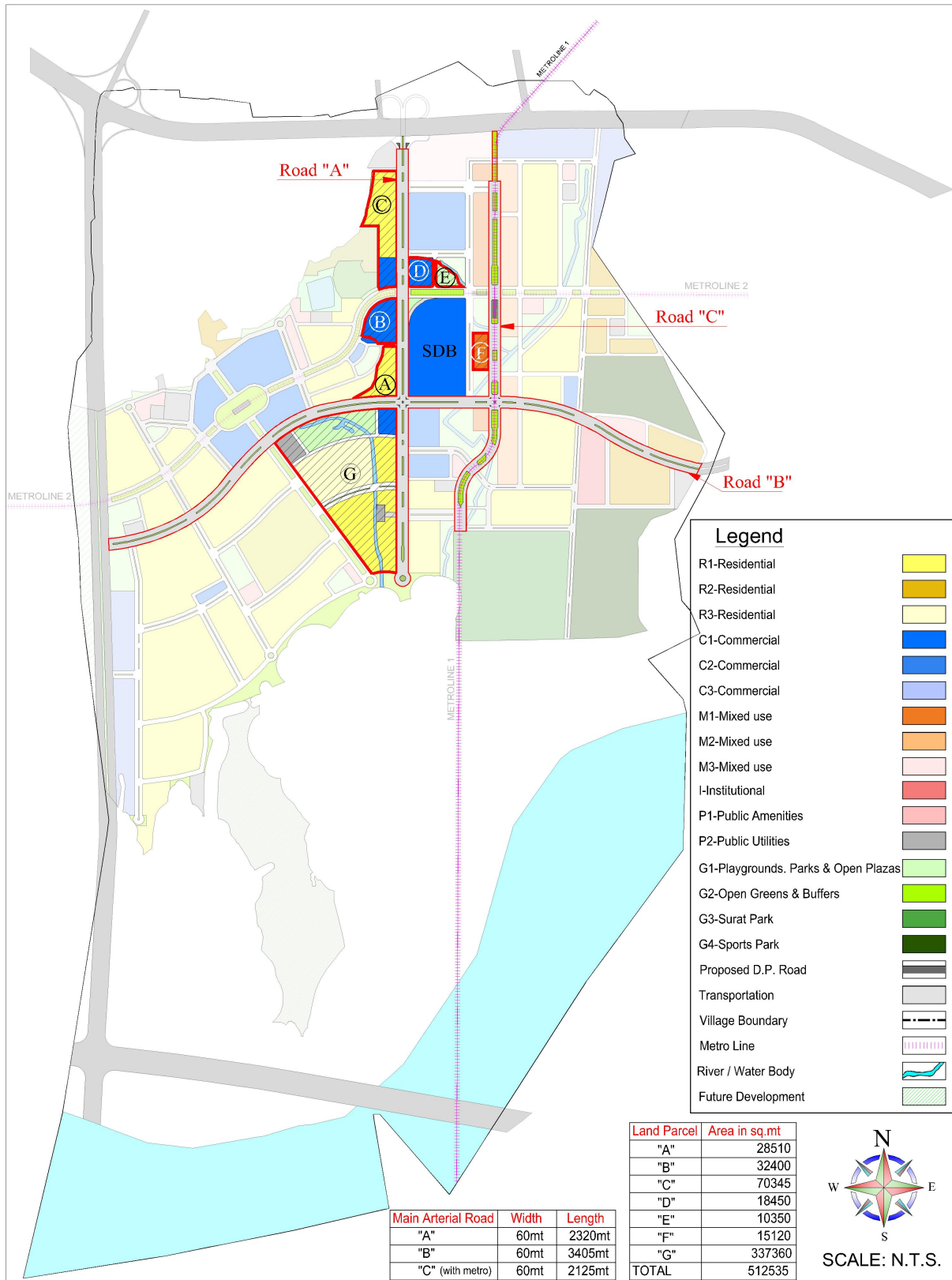
The Managing Director
DREAM City Department,
Room No.84, Surat Municipal
Corporation, Muglisara, Chowk,
Surat, Gujarat

From: _____

Mobile: _____

Email: _____

Annexure-I



Selection of Information & Communication Technology Consultant for Diamond Research And Mercantile City Limited at Village Khajod, Surat, Gujarat

REQUEST FOR PROPOSAL
RFP NO. MD/DCLICT/RFP/03/2019-20

August 2019

Volume-II
Finacial Proposal
(Online submission only)

Diamond REsearch And Mercantile City Limited
(a Government owned Company)

www.dreamcitysurat.in
Phones: 0261-2422221

Diamond Research And Mercantile City Limited, Surat

Request for Proposal (RFP)/ (RFQ) for

"Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat "
Tender Notice No.MD/DCL/ICT/RFP/03/2019-20

Volume - II (Financial Proposal)

Tender Fee (Non-refundable)	Rs.1,500/- + 12% GST by Demand Draft in favour of The Managing Director, Diamond Research And Mercantile City Limited, Surat
Estimated Cost of Consultancy work	Lump-Sum
Start date for downloading RFP Document	08/08/2019
Submission of Quarries (On-line) end date	22/08/2019 Email: dreamclsurat@gmail.com
Last date for downloading of RFP Document	29/08/2019 upto 18:00hrs
Financial Proposal/ Volume-II Submission end date & time (On-line)	29/08/2019 upto 18:00hrs
Submission in (Hard Copy) of Tender fee & E.M.D. etc. as mentioned in RFP	From 30/08/2019 to 06/09/2019 up to 16:00hrs to DREAM City Department, Room No.84, Surat Municipal Corporation, Muglisara, Chowk, Surat-395003, Gujarat, India Phone:0261-2422221 by RPAD or Government Speed Post Only.
Earnest Money Deposit (E.M.D)	Rs.2,00,000.00 (Rupees Two lakh Only) by Demand Draft in favour of The Managing Director, Diamond Research And Mercantile City Limited, Surat.
Opening of Financial Proposal/ Volume-II Documents (On-line)	to be announced
Bid Document Availability	https://smc.nprocure.com

Volume-II Financial Proposal

The Proposed Engagement Duration Months (PEDM) are 15. This is extendable on mutual agreement.

Item	Cost (INR)	
	Amount in words	Amount in figures
Tax Exclusive Total Cost of Financial Proposal (TCFP)		
Applicable Taxes: 1. _____ 2. _____		

Applicant agrees that payment shall be disbursed as follows:

1. Fixed Payment: 10% of TCFP divided equally into PEDM parts, shall be disbursed on post quarterly basis (in case of project extension, the same fixed payment shall continue to be applicable); and
2. Variable Payment: 90% of TCFP (Variable Amount – VA) spread over two phases of construction on reaching of milestones as mentioned below.

Milestone	Percentage of VA Due*
1. On getting written approval / authorization from DCL for works agreed in the Inception Report as per accepted Smart City implementation Roadmap	15%
2. After 120 days of entire project implementation (to be counted from sign off date of the completion of second phase execution)	5%
<i>The following milestones will be repeated over the two phases of construction</i>	
3. On getting the written approval / authorization from DCL for works under Design & Development Stage Report	10%
4. Upon award of tender for execution of work	10%
5. Upon completion of execution stage and receipt of written confirmation on the execution of tendered work as per plan	10%
6. After 90 days from the completion of the execution stage	5%

*(plus any tax that may be payable by DCL on the said amount)

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

List of Abbreviation

Term	Definition
VOIP	Voice Over Internet Protocol
SI	System Integrator
PDD	Proposal Due Date
KPI	Key Performance Indicator
SLA	Service Level Agreement
BoQ	Bill of Quantities
QCBS	Quality cum Cost Based Selection
IPTV	Internet Protocol Television
BYOD	Bring Your Own Device
EPABX	Electronic Private Automatic Branch Exchange
IPPBX	Internet Protocol Private Branch Exchange
ICT	Information and Communication Technology
HVAC	Heating, Ventilation and Air Conditioning
ISO	International Organization for Standardization
SMC	Surat Municipal Corporation
DCL	Diamond Research And Mercantile City Limited
SOW	Scope of Work
PQP	Pre-Qualification Proposal
LOA	Letter of Award
ERP	Enterprise Resource Planning
VoD	Video on Demand
VoIP	Voice over Internet Protocol
PRI	Primary Rate Interface
SCADA	Supervisory Control And Data Acquisition