



## **Surat Smart City Development Limited (SSCDL)**

### **Request for Proposal (RFP)**

**For**

### **The Appointment of Consultant for Techno Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre under Smart City Mission at Surat**

**Tender No (On line): GM (Engg.)/SSCDL/ Smart City Cell/ABD 17/01/2017-18**

### **Issued by**

**General Manager (Engineering)  
Surat Smart City Development Limited,  
115, Smart City Cell,**

**Website: <https://www.nprocure.com>**



**Surat Municipal Corporation**

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## **Disclaimer**

The information contained in this Request for Proposal document (**RFP**) including information provided subsequently to Bidder(s) as addendum/clarifications by the Surat Smart City Development Ltd. (referred to as SSCDL or the Authority) is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The enclosed RFP contains the following sections:

Section 1	Information to Consultants
Section 2	Terms of Reference
Section 3	Evaluation of Proposals
Section 4	General Terms & Conditions
Section 5	Special Terms & Conditions
Section 6	Formats for Technical Proposal

### **Schedule of Bid Process**

Tender Notice No.	(On line) No. GM(Engg.)/SSCDL/Smart City cell/ABD 17/01/2017-2018	
Organization Name	Surat Smart City Development Limited (SSCDL)	
Department Name	Surat Smart City Cell	
Name of Work	<b>Request for Proposal (RFP) for the Appointment of Consultant for Techno Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre under Smart City Mission at Surat</b>	
Tender Type	(On line) open	
Bidder Nationality	NCB	
Product	<b>Request for Proposal (RFP) for the Appointment of Consultant for Techno Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre under Smart City Mission at Surat</b>	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees	
Joint Venture	Allowed	
Schedule of E-Tender	Downloading of Tender Documents	<b>27/04/2017 to 05/05/2017</b> up to 17:00 hrs.
	Pre-Bid Query	Bidders shall have to post their queries on E-Mail address <a href="mailto:suratsmartcitycell@gmail.com">suratsmartcitycell@gmail.com</a> On or before <b>01/05/2017</b> Time upto 17:00 Hrs.
	Last date of online submission of Tender documents/supporting	On or before date 05/05/2017 upto 17:00 hrs

	documents (Technical Bid with duly filled & duly signed forms and Price Bid)	
	Submission of Tender fee, EMD & Affidavit -Annexure 12, Addenda-Corrigendum if any in Hard copy. (Physical Submission only)	Between 06/05/2017 to 12/05/2017 up to 17.00 hrs at the Office of " Chief Accountant, Surat Municipal Corporation, Muglisara. Surat – 395003 by R.P.A.D. / Speed post only"
	Opening of Bid (Online) & Supporting documents submitted electronically	If possible on 15/05/2017 at 16:00 hrs.
	Opening of Price Bid (Online)	Will be intimated later on.
	Bid validity period	120 days from the opening of the price bid
	Project Duration	As described in RFP
Payment Details	RFP Fee	Rs.5,000/- In form of Account Payee Demand Draft payable in favor of "Surat Smart City Development Limited" payable at Surat with bid submission.
	EMD (BID SECURITY)	Rs 50,000/- (Rupees. Fifty Thousand only) of this amount, the tenderer shall pay EMD of Rs. 50,000/- ( Rupees Fifty Thousand only) in the form of Demand Draft payable in favor of "Surat Smart City Development Limited" payable at Surat with bid submission. EMD in no other form shall be accepted.
General Terms & Conditions	<p>Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received for purpose of opening the bid. Accordingly, offer of those shall be opened whose EMD and tender fee is received electronically. However, for the purpose of realization of DD the Bidder shall send the DD as original through RPAD/ Speed Post so as to reach Account Department Main Office within 7 days from the last date of uploading. Penaltative action for not submitting DD in original to Account Department (Main Office) by Bidder shall be initiated and action shall be taken for a abeyance of registration and cancelation of E-tendering code for one year. Any document in support shall be in electronic format only through online (by scanning)</p>	

	<p>and hard copy will not be accepted separately. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit all documents/Annexures along with the EMD (BID SECURITY) and tender fees. The Bidder should submit all the Supporting Documents/ forms/ Annexures as given in RFP, electronically only.</p> <p><b>DOWNLOAD OF TENDER DOCUMENT :</b> The tender document for these work are available only in Electronic format which can be downloaded free of cost by the bidder.</p> <p><b>SUBMISSION OF TENDER :</b> Bidder shall submit their offer in electronic format on below mentioned website on or before the scheduled date and time as mentioned, after Digitally Signing the same. No Price bid in physical form will be accepted and any such offer if received by SURAT SMART CITY DEVELOPMENT LIMITED will be outrightly rejected. Bidders need not to submit Technical Bid in Hard Copy in physical form at this stage .Bidder shall have to submit separate account payee DD for Tender Fee &amp; EMD drawn in favor of <b>“Surat Smart City Development Limited”</b> Both the envelopes shall be placed in another envelope with due mention of Tender notice No., Name of work, date and time of opening of tenders and to be submitted in the office of the <b>To,The Chief Accountant, Surat Municipal Corporation, Muglisara. Surat – 395003</b> ,during the period mentioned above. Tender documents submitted(online) by intending bidders shall be considered for evaluation only of those bidders, whose Earnest money deposit, tender fee, Affidavit (Annexure 12) and Addenda, Corrigendum (if any) placed in the envelope are found in order.</p>
	<p><b>OPENING OF TENDER:-</b> The Tender Bids will be opened on the specified date &amp; venue. Bidders who wish to remain present at the office of Executive Engineer, South Zone office, opp. satya nagar, udhna, Surat -395003, at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Information for online participation	<ol style="list-style-type: none"> <li>1. Internet site address for e-Tendering activities will be on <a href="https://smc.nprocure.com">https://smc.nprocure.com</a></li> <li>2. Interested bidders can view detailed tender notice and download tender document from the above mentioned website.</li> <li>3. Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id &amp; password on the own in registration process.</li> <li>4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 usingthat they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same.Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact : M/s (n)code solution</li> </ol>



	<p>301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmedabad 380 015 INDIA Tel: +91 79 26857316 Tel: +91 79 26857317 Tel: +91 79 26857318 e-Mail:URL: <a href="https://smc.nprocure.com">https://smc.nprocure.com</a></p> <ol style="list-style-type: none"><li>5. Bidders who wish to participate in e-Tender need to fill data in pre defined forms of tender fee, EMD, Volume-1 of tender i.e. PQ(Technical) Or experience details and Price bid.(In electronic form only).</li><li>6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid.</li><li>7. After filling data in pre defined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, tender document&amp; Reference Documents in hard copy <u>only</u> if such instructions is given by tendering authority <u>in writing</u>.</li></ol>
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General manager (Engg)  
SURAT SMART CITY DEVELOPMENT LTD.

# 1. INFORMATION TO CONSULTANTS

## 1.1. Definition

Unless the context otherwise required, the following terms whenever used in this tender have the following meanings.

- “SMC” or “Authority” means the Surat Municipal Corporation and shall include its authorized successors and assigns at all times.
- “Applicable Law” means the laws and any other instruments having the force of law in India (as they may be issued and in force from time to time) to which these conditions of Contract are attached together.
- “Bid” means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including technical proposal/technical bid and financial proposal/price bid along with all other documents forming part and in support thereof as specified in this RFP.
- “Bidder” means the single firm and or Consortium as the case may be who submits a Bid along with Bid Security and RFP Fee as per the terms of this RFP within the stipulated time for submission of Bids.
- “Bid Security” shall mean the earnest money furnished by the Bidder, as part of the Bid submission as per provision of this RFP.
- “Consultant” shall mean the agency/firm/company which is the successful/Preferred bidder and has been selected by the Authority for the work as per the terms and conditions of this RFP.
- “Contract” means the Contract signed by the Parties and all the attached documents listed in **Error! Reference source not found.**, that is this General Conditions (GC) and the Appendices.
- “Consortium” “Two members come together for Bidding under this RFP.
- "Client" shall mean "The Commissioner, Surat Municipal Corporation, Surat or his authorized City Engineer, Addl. City Engineer equivalent" who is the authority vested with all powers in implementing the project in execution through his Engineer-in-charge or any other authorized personnel.
- “Day” means calendar day.
- “Due Date/Bid Submission” shall mean the last date for submission of RFP as specified in Point no 11 of Bid Summary section.
- “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC

- "Engineer-in-charge" shall mean the technical Representative of SSCDL, Surat viz... Executive Engineer or his technical subordinates who are authorized to carry out the work and having such technical powers and responsibilities that may be given to them by the Client from time to time.
- "GC" mean these General Conditions of Contract.
- "Government" means the Government of India, Government of Gujarat.
- "Party" means the Authority or the Consultant, as the case may be, and "Parties" means both of them.
- "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- "Letter of Acceptance (LoA)" shall mean the letter to be issued by Authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions of this RFP document.
- "Services/Scope of Work/TOR" means the work to be performed by the Consultant as described in the tender hereto.
- "SMC" means Surat Municipal Corporation.
- "SSCDL" means Surat Smart City Development Ltd.
- "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- "Taxes and Duties" shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in India in connection with the discharge of responsibilities as per the scope of work envisaged.

## **1.2. General**

- 1.2.1. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.
- 1.2.2. Broad description of the objectives, scope of services, Deliverables, and other requirements relating to this consultancy are specified in this RFP.
- 1.2.3. The bidding document is issued to shortlisted firms only.
- 1.2.4. Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexure provided.
- 1.2.5. Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any 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 irrespective of they have been selected and informed as shortlisted.

1.2.6. SSCDL reserves the right to terminate a firm's participation in the bidding process at any time without the prior consent, when SSCDL consider that a firm has failed to comply with any of the procedures and requirements prescribed in the RFP.

1.2.7. All payments will be made in Indian Rupees only.

1.2.8. It shall be deemed that by submitting the Proposal, the Applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from the Authority;
- accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in the RFP;
- satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.

1.2.9. The Authority shall not be liable for any omission, mistake or error 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 Authority.

1. The Proposal of a firm shall be liable for disqualification in the event of the following:
2. If the firm refuses to accept the correction of errors in its proposal, (or)
3. If the Firm submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by SSCDL.
4. At any time, a material misrepresentation is made or discovered, or
5. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Application Rejection of the Application by SSCDL as aforesaid would lead to the disqualification of the Applicant

### **1.3. Pre-bid Meeting**

- 1.3.1. Queries regarding bid documents may be raised by email before 17.00 hrs (IST) on 01/05/2017 to email id: suratsmartcitycell@gmail.com

### **1.4. Amendment/ Clarification to RFP**

- 1.4.1. At any time prior to the deadline for submission of Bids, SSCDL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, as a result of discussions in pre-bid meeting modify the RFP by the issuance of Addendum.
- 1.4.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, SSCDL may, at its own discretion, extend the Bid Due Date after considering the time required by Bidders to address such amendment.

### **1.5. Cost of Proposal**

- 1.5.1. The Applicant shall be responsible and shall pay for all of the costs associated with the preparation of its Application and its participation in the Bidding process. SSCDL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

### **1.6. Language and Currency**

- 1.6.1. The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the ENGLISH the language.
- 1.6.2. The Consultant must mention all the values or prices in Indian Rupees only.
- 1.6.3. The details of currency and conversion rates should be as per the official selling rates of State Bank of India [SBI] B.C. Selling rate of Exchange. The date of exchange rates is the Proposal Due Date indicated in this RFP.

### **1.7. Number of Proposals**

- 1.7.1. Each bidder shall submit only one bid in response to this document. Any bidder, who submits or participates in more than one bid will be disqualified.

### **1.8. Bid submission**

- 1.8.1. Bidders must submit the details along with the attested copies of necessary proofs/ certificates as mentioned below in the prescribed formats for technical evaluation purpose. *Scoring Criteria for evaluation of technical bid is described in Section- 4.4 of this document.*

**1.8.2. Organizational Strength of Bidder:**

- a) Shall be as per annexure 2.
- b) Should have worked on Incubation Centre or similar works regarding its operating model or business model or Operating Management
- c) The firm shall be registered to competent authority of India
- d) Should have capacity to liaison with various statutory authorities & government agencies.

**1.8.3. Financial Strength of Bidder**

- a) Should have financial annual average turnover of minimum Rs. 50 Lakhs in the last three financial years. (FY 2013-14, 2014-15 to 2015-2016). A certificate issued by Chartered Accountant should be provided to this effect.

**1.9. Bid Fee**

- 1.9.1. The cost of RFP document (Bid Fee) is Rs. 5,000/- (Rupees Five Thousand Only). which shall be submitted in the form of Demand Draft drawn from a Nationalized Bank in favour of "Surat Smart City Development Limited", payable at Surat and to be submitted in envelope Technical proposal online by scanning and original in hard copy). The Bid Fee is non-refundable.

**1.10. Key Personnel**

The following key Personnel would be needed for the Consultancy Services: As per this Annexure-6

<b>Sr. No.</b>	<b>Key personnel</b>	<b>Job responsibility</b>	<b>Qualifications</b>
1.	Team Leader	He/She will lead, coordinate and supervise the multi-disciplinary team for delivering the consultancy in a timely manner as envisaged in this RFP, will guide the team in arriving at solutions within the constraints specified in the TOR. Assisting the SSCDL in all matters related to the project.	Minimum 5 years experience in Management system and having Master's or higher degree in Management
2.	Project Advisor	He shall be a senior resource who will guide the project team on institutional arrangements, stakeholder consultation, project structuring, and investment	Engineering Graduate in any discipline with Master's or higher degree in Management and Experience of setting up of institutions and structuring of

		promotion.	projects.
3.	Sector Expert	Shall know the latest trend of incubation Centre and Economical affairs and exploring activities of its development, stakeholder consultation, identifying possible revenue streams, preparing of various policies, identifying concepts for developing the facility, marketing network, branding and media plans and defining additional facilities which may be developed to ensure operationally viable and vibrant facility.	Master's in Business Administration
4.	Financial Expert	He/She will be responsible for financial analysis and Revenue modelling of the project.	CA or Bachelor and Master Degree in commerce.
5.	Legal Expert	He/She will be responsible for preparation of bid documents, drafting the Concession Agreement for the project, review the regulatory and legal issues related to project and also for various policies and provide relevant inputs to the Authority.	Bachelors degree in Law
6.	Leasing Expert/ PPP Expert	Shall be responsible for project structuring, identifying the components of the market which should be developed on PPP and shall be responsible for structuring of the project, should have knowledge and experience in leasing, sale and marketing of various areas of the complex including Mart, exhibitions halls, office complex and eating areas.	Any Bachelor degree with MBA, Should have experience in financial analysis and modeling/ structuring of infrastructure projects,

7.	Local Economic Expert	Shall aware of local economy and business growth	Shall have a good knowledge of economy of Surat
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### 1.11. Submission, Receipt and Opening of RFP

1.11.1. The Proposal shall be valid for 120 days from opening of Price-bid..

1.11.2. The Bidders are required to submit the Full Technical Proposal (All Annexures and supporting documents, copy of DD of EMD and Tender Fee - all by scanning) and Financial Proposal as per the formats provided before due date. For the realization of DD of EMD and RFP Fee, are required to submit in Hard copy.

1.11.3. Physical Cover shall contain two cover 1. DD of EMD and RFP Fee and 2. Affidavit as Annexure 12 and Addenda Corrigendum (if any) only. Other all supporting documents shall be submitted by scanning.

1.11.4. Envelopes shall be opened in the presence of bidder's authorized representatives who choose to attend at the address given below at 17.00 hours on the Proposal Due Date; which will contain two cover 1. DD for EMD and RFP Fee and 2. Affidavit as Annexure 12 and Addenda Corrigendum (if any)

Executive Engineer Office,

South Zone (Surat Municipal Corporation office),

opp. Satya Nagar, Udhna,

Surat.



- 1.11.5. First cover shall contain EMD and Tender fee whereas second cover shall contain Affidavit (Annexure 12) and Addenda Corrigendum only. Both the cover shall be sealed in one outer common cover. This outer envelope shall bear the submission address, reference number and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED", the Proposal Due Date. The Proposals shall be sent to "The Chief Accountant, Accounts Department, Surat Municipal Corporation, Muglisara, Surat- 390 003" through Postal Authority.
- 1.11.6. The Bidder who will not submit the EMD and Tender fee in first cover in hard (original) copy shall not be eligible to open online Technical Bid. The same scan copy of DD of EMD and RFP fee should submit online to [www.nprocure.com](http://www.nprocure.com), Financial Bid shall only be submitted to online to [www.nprocure.com](http://www.nprocure.com).
- 1.11.7. SSCDL shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
- 1.11.8. An authorized representative of the Bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 1.11.9. The Proposals must be sent to the address/addresses indicated in the clause on Proposal Due Date and received by SSCDL no later than the time and the date indicated in the clause on Proposal Due Date. No proposal shall be accepted after the due date
- 1.11.10. ***The Financial Proposal (Price Bid) of only those bidders whose bids are found technically responsive and selected as per scoring criteria by SSCDL will be opened.***

## **1.12. Proposal Contents and Formats**

- 1.12.1. The Proposal and all related correspondence and documents should be written in English language.
- 1.12.2. All the documents of the Proposal sought under this document shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 1.12.3. The Bidder would provide all the information as per this document. SSCDL would evaluate only those Proposals that are received in the required format and are

complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection. Each Proposal shall comprise the following:

**[A] Technical Proposal (online submission by scanning)**

Technical proposal comprises of the following two parts:

**PART A:** Submission of RFP and Addenda and Corrigendum (if issued), signed by authorized person of Consultancy firm, copy of DD of RFP fee and EMD.

**PART B:** Submission of Statement of Qualification and Technical Capability (as per formats given in Section 6)

- i) Annexure I – Covering Letter
- ii) Annexure II – Enclousers
- iii) Annexure III – Bidder's organisation
- iv) Annexure IV – Format statement showing financial detail's of the bidder
- v) Annexure V – Format for submitting project information
- vi) Annexure VI – Project level experience
- vii) Annexure VII – Key professional staff employed
- viii) Annexure VIII – Format for curriculum vitae for technical staff
- ix) Annexure IX – Approach and Methodology
- x) Annexure X – Undertaking
- xi) Annexure XI – Anti blacklisting certificate
- xii) Annexure XII – Affidavit
- xiii) Annexure XIII – Format for authorisation of bidder's signatory
- xiv) Annexure XIV – Format for development key personnel for deliverables
- xv) Annexure XIV - Joint Bidding Agreement
- xvi) Annexure XIV - Power of Attorney to Lead Member
- xvii) Annexure XV – Conflict of interest

**[B] Financial Proposal**

- FIN I – Demand Draft for EMD and Bid Fee (Both in online by scanning and original in hard copy)
- Price Bid shall be only by online to [www.nprocure.com](http://www.nprocure.com)

### **1.13. Proposal Due Date and Validity Period**

- 1.13.1. Price Bid shall be submitted by 05/05/2017 to [www.nprocure.com](http://www.nprocure.com). And Hard copy shall be submitted before 18.00 hours IST on 12 may, 2017 at the following address: The Chief Accountant, Accounts Department, Surat Municipal Corporation, Muglisara, Surat-390 003 through *Postal Authority* only, adhering to the terms and conditions outlined in this RFP.
- 1.13.2. SSCDL may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum to this RFP to all Bidders.
- 1.13.3. Proposal shall remain valid for a period not less than 120 days from the date of opening of price bid.
- 1.13.4. SSCDL reserves the right to reject any or all proposal(s), which does not meet the requirement and select any bidder without assigning any reasons thereof.

### **1.14. Late Submission of Proposal**

- 1.14.1. Proposals received by SSCDL after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

### **1.15. Verification of Information and Site Visit**

- a) SSCDL shall not be liable for any mistake or error on the part of the Applicant in respect of the above. It would be deemed that by submitting the Proposal, the Bidder has to make a complete and careful examination of the document

### **1.16. Right to accept or reject any or all bids**

- 1.16.1. SSCDL reserves the right to reject any RFP if:
- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Application Rejection of the Application by SSCDL as aforesaid would lead to the disqualification of the Applicant.

### **1.17. General Conditions and Responsibilities of Bidders**

- 1.17.1. All the documents of the Proposal sought under this document shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 1.17.2. The Bidder would provide all the information as per this document. SSCDL would evaluate only those Proposals that are received in the required format and are

complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

- 1.17.3. The Bidder should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the services included in the Scope of Work diligently to achieve high quality outputs and deliverables within the stipulated time and quote their offer accordingly.

## **1.18. Fraud and Corrupt Practices**

- 1.18.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, SSCDL shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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.
- 1.18.2. Without prejudice to the rights of SSCDL hereinabove and the rights and remedies which SSCDL may have under the short-listing process, if an Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the short-listing process, such Bidder shall not be eligible to participate in any tender issued by SSCDL during a period of 2 (two) years from such date.
- 1.18.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SSCDL who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SSCDL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical Bidder/adviser of SSCDL in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “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;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by SSCDL 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
- e) “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.

### **1.19. Conflict of Interest**

- 1.19.1. The remuneration of the Bidders pursuant to shall constitute the Bidders' sole remuneration in connection with this Contract or the Services, and the Bidders 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 Bidders 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.
- 1.19.2. The Bidders agree that, during the term of this Contract and after its termination, the Bidders and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services including rating (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **1.20. Performance Security**

- 1.20.1. The Consultant shall as security for the due and faithful performance and discharge of all its Consultants obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee in the form of Demand Draft or Fixed Deposit from a scheduled bank acceptable to the Authority for an amount equivalent to **5%** of the Contract Value excluding Service Tax, and shall be valid for the period of 30 months from the date of signing of the contract.
- 1.20.2. The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter

relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.

1.20.3. The Performance Security of the Consultant shall be refunded within one month of payment of the final bill to the Consultant after deducting dues, if any, liable to be recovered from the Consultant under the terms and conditions of this contract.

1.20.4. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the as Performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

1.20.5. Should the program/ project period, for whatever reason be extended, the Consultant, shall at his own cost, get the validity period of Performance Security furnished by him extended and shall furnish the extended / revised documents related to it to SSCDL before the expiry date of the Performance Security originally furnished.

## **1.21. Confidentiality**

1.21.1. Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

1.21.2. The Consultant shall inform and take prior approval of the Authority in writing during undertaking any of the following actions:

- a) entering into a subcontract with the Sub-Contractors for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in annexure 6
- c) any other action that may be specified in the Contract.

## **2. TERMS OF REFERENCE**

### **2.1. Scope of Work**

2.1.1. **The scope of Services for the selected Consultancy firm shall comprise of the following parts for Innovation, Incubation, Start up and Trade Facilitation centre:**

**Phase 1: Vision cum Feasibility Report**

**Phase 2: Operating/Business Development Plan**

**The Detail scope of work for above two Parts are as given below:****❖ Phase 1: Vision cum Feasibility Report**

- Basically Vision cum Feasibility report/Operating/Business Development Plan aims to the following points and subjects.
1. Determine the aspiration of the city and assess the appetite for developing business and services for Innovation, Incubation, Start up and Trade Facilitation Centre.
  2. Conduct surveys, interviews, workshops, seminars also to evaluate regional economy growth, to find out entrepreneurial and intellectual property activity and potential job creation.
  3. Development of a financial analysis of the ability for the facility to be self-sustaining.
  4. Determine the focus/potential sectors for assessment of appropriate appetite and demand assessment within the region of with focus on innovation and start ups.
  5. Analyze the market/economy of the city and map existing stakeholders of Innovation & Start up Eco system.
  6. Assess the existing level of community and business support to develop the appropriate business/operation model.
  7. Define the probable Innovative sectors in Surat's economy.
  8. Identify the barriers to success of the Innovation Centre and define a mitigation plan to address them.
  9. Define the critical success factors for the startup/incubation/innovation Centre.
  10. Identify institutions and organizations partners for the Startup & Innovation activities.
  11. Determine the long term sustainability of the proposed facility and potential funding sources for creation of the facility as well as operations.
  12. Identify and finalize the all Infrastructural/IT requirements for the development of Innovation, Incubation, Start up and Trade Facilitation Centre (Start up centre).
  13. Define Services, support functions as well as business related equipment to be included.
  14. Identification of potential tenants for a Startup/Incubation/Innovation Centre.
  15. Rationale and proof of viability for creating a physical space for an Incubation/Innovation Centre.
  16. Identification of the recommended focus for this Incubation/Innovation Centre such as multiuse, Arts and Culture, etc.
  17. Identification of ways in which the centre can become an Innovation Centre for businesses.
  18. Determination of the lease rates which businesses and partners are prepared to pay if housed in the Incubation/Innovation Centre.

19. Identification of the overall space requirements and amenities which should be contained in the building such as boardrooms, training rooms, swing offices and must haves to ensure a valuable working centre.
  20. Identification and proof of opportunities to generate revenues through the centre.
  21. An evaluation of the eco-system in the area to show how this Incubation /Innovation Centre will fit in and dove-tail with existing organizations and offerings.
  22. Clear direction about how this Incubation /Innovation Centre can become accredited as a recognized Incubation/Innovation Centre for the purpose of securing Government sponsored programs, including identifying costs of initial and continuing accreditation
  23. Sector wise analysis of key bottlenecks in every aspect of business climate such as: land availability, labour regulations, skill sets availability, procedures for starting, running, expanding a business, for exiting and non existing businesses, taxes, project approvals and infrastructure.
  24. Developing final comprehensive Feasibility cum Vision Report for the Project.
  25. Evaluation of strategic objective of in relation to project and advising on the leading trends in this sector on institutional arrangements for managing similar facilities
  26. Define the human resource (HR) requirements and their job descriptions & HR Manual
  27. Conduct market demand assessment and suggestions on converting the facilities as Trade facilitation
- **Economic Development Purpose:** The consultant shall determine the role of the business incubator in supporting the community's economic development objectives by strengthening the post-secondary presence within the city, nurturing an atmosphere of entrepreneurialism, and increasing the viability of downtown Cumberland as a business center.
  - **Community, society and stakeholder support:** The consultant should detail the level of community and stakeholder support for the incubator and its expected impact on the overall success of the project. This will include face to face interviews with local community, business and government leaders to gauge the potential level of interest in the facility. The consultant should also determine the services and equipment needed within the facility to generate willingness and desire for entrepreneurs within the region to see this as a viable location and local business leaders to support the project.
  - **Market Analysis Report:** Market research and community outreach should culminate in a market screening/analysis, which clearly and fully demonstrates



why the incubator/co-work space is or is not feasible and should address the identification of critical “go/no-go” criteria.

- **Building Suitability:** Consultant should identify all requirements regarding infrastructural/ various departments and also define IT requirements for the project for any model of development as PPP/Non PPP or Mixed or any other model.

❖ **Phase 2: Operating/Business Development Plan**

- If the outcome of the Phase 1 Feasibility Study is favorable and acceptable by the Authority, the consultant shall prepare a business plan and financial pro forma for the project. The Business Plan should include a structure and implementation plan to address appropriate vision, objectives, and goals for the facility and the methodology for measurement.
- Basically Operating/Business Development Plan aims to the following points and subjects.
  1. Create an effective cooperation framework for Business Development Centres, Entrepreneurship Development Funds, Business Incubators, Technology Parks and Industrial Zones.
  2. Recommend a general operational and management plan for the incubator.
  3. Identify management, staff structure and operating model for the facility.
  4. Finalize of Vision report, Start up support policy, Incubator Policy, Management Guidelines, entry and exit policies of entrepreneur and incubators for creation of a Start up Centre.
  5. Design an operational and management plan for the start up centre.
  6. Prepare an evaluation of the various options of contractual structures/operating models including analysis of the merits and demerits of each of them.
  7. Manage fund distribution in an effective, efficient and sustainable manner; accredit Business Incubators to certain standards.
  8. Analyze and Compare the existing successful and failure Incubation-start up policies of India.
  9. Identify and map start up and innovation promotion schemes of Government of Gujarat & Government of India.
  10. Provide policy inputs for supporting innovation and start ups which can be adopted by SMC.
  11. Prepare a cohesive and complete business plan that is ready for fundraising and anticipates an organization that will achieve sustainability.
  12. Preparation of revenue model which shall indicate the possible capital structure, likely sources of financing, cost of financing, cash flow, debt, and ROI, etc. This

will include sensitivity analysis in relation to the critical parameters of revenue model.

13. To find proposed rentals on short term & long term basis / lease basis and prepare such documents
  14. Identification of project components which can be operated and maintained on PPP mode to benefit from private sector efficiency
  15. Identification of project risk and allocation of the same in an efficient and economic manner.
  16. Identification of revenue / financing model keeping in view various possible alternatives for revenue maximization
  17. Define who will use the centre and for what purpose and how the Innovation Centre will engage with different types of users including those internal and external to SMC
- **Roles and responsibilities** - Define the organization structure, roles required within the centre and their detailed responsibilities and skills including job descriptions
  - **Functions** - Define the key functions and how teams will be structured and operate to achieve the goals of the Innovation Centre
  - **Processes** - Design the key processes within the centre and how they will interface with the nonexisting/existing business to ensure effective operationalization of innovation.
  - **Governance** - Design the governance framework of the Innovation Centre and how it integrates with existing governance models and decision making framework
  - **Operations & Management** - Define the core operational management framework including funding and budgets, portfolio management, finance and risk management, strategic alignment.
  - **Services** - Define the services that will be required within the centre
  - **Metrics** - how incubates will be measured including success metrics and thresholds, performance metrics, systems of measurement, reporting mechanisms and financial measurement

- **Culture** - Define the cultural framework of the Innovation Centre
  
- **Rewards & Recognition** - Define the rewards and recognition strategy and plan
  
- **Collaborations** - Define the collaboration framework (how will collaboration be facilitated and managed within the Innovation Centre)

## 2.2. Milestones, Deliverables and Payment terms:

2.2.1. The Schedule and Payment term for each milestone/deliverables is given in Table:

Sr. No.	Milestone/ Deliverable	Time line (T+months)	Payment (as Cumulative % of consultancy fee for each services mentioned in FIN-II)
<b>Phase 1: Vision and Feasibility Report</b>			
1	Submission of Vision cum Feasibility Report for Innovation, Incubation, Start up and Trade Facilitation Centre	T+2.0	70%
2	Approval of Vision cum Feasibility Report for Innovation, Incubation, Start up and Trade Facilitation Centre	---	30%
	Note: T= Date of issue of work order for phase 1		
<b>Phase 2 : Operating/Business Development Plan</b>			
1	Submission of Operating/Business Development Plan for Innovation, Incubation, Start up and Trade Facilitation Centre	T1+1.5	70%
2	Approval of Operating/Business Development Plan for Innovation, Incubation, Start up and Trade Facilitation Centre	---	30%
	Note: T1= Date of issue of work order for phase 2		

- 2.2.2. Each milestone will be followed by a presentation to SSCDL at a mutually agreed date.
- 2.2.3. The payment against each milestone will be released after approval of the respective report/drawings of a particular milestone by SSCDL.
- 2.2.4. From each bill for consultancy services 7% retention money shall be retained, however at the time of Final Bill all retained payment will be released.

### **2.3. Drawings/ Output data sets**

- 2.3.1. Prepare presentation during the work and also prepare the drawings if needed.

### **2.4. Copyright**

- 2.4.1. All these drawings shall become the absolute property of SSCDL and Architect/Consultancy firm shall have no right to use the same anywhere else. Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural & design Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except SSCDL and/or his authorized representatives.
- 2.4.2. All design calculations along with original Architectural/Structural drawings on computer floppy/CDs shall be submitted for record and shall be the property of SSCDL.

### **3. EVALUATION OF PROPOSALS**

#### **3.1. Opening of Bids**

- 3.1.1. SSCDL shall open the Proposals at a time duly announced on the Proposal Due Date and in the presence of the Bidders who choose to attend. The envelopes of EMD and Tender fee shall be opened first. The bidder whose EMD and Bid fee would be as described in RFP, shall be qualifying to open technical bid.
- 3.1.2. Proposals for which a notice of withdrawal has been submitted shall not be opened.
- 3.1.3. First the proposal will be tested for its responsiveness to the RFP as per the clause 3.2. Proposals complying this will be evaluated for the technical scores as per the Technical Evaluation process given in the clause 3.5. First the proposal will be tested for its responsiveness to the RFP as per the respective clause. Proposals complying this will be evaluated for the technical scores as per the Technical Evaluation process given in the respective clause.
- 3.1.4. SSCDL would have the rights to finalize bidders to open the Financial Bid as per the Evaluation report and obtaining of marks.

#### **3.2. Test of responsiveness**

- 3.2.1. As part of the evaluation, the Proposal/s shall be checked for responsiveness with the requirements of the document and only those Proposals, which are found to be responsive, would be further evaluated in accordance with the criteria set out in this document.
- 3.2.2. The Proposal would be considered to be responsive if it meets the following conditions:
  - a) It is received /deemed to be received by the Proposal Due Date including any extension thereof.
  - b) It is signed, sealed and marked as stipulated in this RFP.
  - c) It contains all the information and documents as requested in the document.
  - d) It contains information in formats specified in this document.
  - e) It mentions the validity period.
  - f) It provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by SSCDL without communication with the Bidder). SSCDL reserves the right to determine whether the information has been provided in reasonable detail.
  - g) There are no inconsistencies between the Proposal and the supporting documents.

- 3.2.3. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
  - b) which limits in any substantial way, inconsistent with the document, SSCDL's rights or the Bidder's obligations under the Agreement, or
  - c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.
- 3.2.4. SSCDL reserves the right to reject any Proposal, which is non- responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by SSCDL in respect of such Proposals.

### **3.3. Evaluation of Bids**

- 3.3.1. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in this RFP.
- 3.3.2. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference.
- 3.3.3. After the technical evaluation, the Authority shall prepare a list of selected Bidders in terms of their technical Scores for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of selected Bidders along with their Technical Scores will be read out. Financial Proposals of only those bidder who will have more than 60 marks or as to be decided by SSCDL shall be opened in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.

### **3.4. Eligibility Criteria**

- 3.4.1. The bidder shall meet following eligibility criteria for further assessment of Qualification Criteria specified in 4.5
- a) The bidder shall be a company incorporated as per Indian Companies Act 1956/2013 (Copy of Memorandum and Article of the association of the Proposer should be submitted) Or Government/Semi Government agency or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) or a registered proprietary firm.

- b) The Bidders shall not be blacklisted by any Government Agency in India at the time of Due Date of Submission. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP submission.
- c) The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central, the State Government or local self Government body in India and any Government body abroad.
- d) The Bidders must have worked on at least one innovation/start up/Incubation/trade facility centre with feasibility and operation model/business model or vision report.
- e) Average annual turnover of the Bidder in the last three financial years (i.e. 2013-14, 2014-15, 2015-16) shall be at least Rs. 50.00 lakh. A Certificate from a Chartered Account shall be furnished as per the format provided in the annexure 3.
- f) The bidder shall have experts available for execution of the Project as per specified in table no. 3.1

### 3.5. Technical Evaluation & Scoring criteria

- 3.5.1. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in this RFP.
- 3.5.2. **Criteria for evaluation of Technical Proposals.** The Technical Proposals shall be evaluated based on the following marking system :

**Table 3-1 Scoring Criteria for Evaluation of Technical Proposal**

Sr. No.	Criterion	Maximum Marks
(I)	<b>Organizational Strength of the bidder</b>	<b>12</b>
	<ul style="list-style-type: none"> <li>• Presence of professionally qualified staff in the firm in following indicative categories: <ul style="list-style-type: none"> <li>▪ Team leader</li> <li>▪ Project Advisor</li> <li>▪ Sector Expert</li> <li>▪ Financial expert</li> <li>▪ Legal Expert</li> <li>▪ Leasing Expert/PPP Expert</li> <li>▪ Local Economy Expert</li> <li>▪ Marks ‘per Employee’ on experience: <ul style="list-style-type: none"> <li>▪ <math>\geq</math> 10 years: Marks 2.0</li> <li>▪ <math>&lt;</math> 10 years: Marks 1.0</li> </ul> </li> </ul> </li> </ul>	



	<ul style="list-style-type: none"> <li>▪ Notes:</li> <li>▪ For each listed individual, please attach self-attested certificates by the Head signatory of the company duly signed and stamped on or after the date of publishing of RFP.</li> <li>▪ However, Consultants may appoint local economy expert after awarding the contract.</li> </ul>	
<b>(II)</b>	<b>Experience of Work</b>	<b>35</b>
	<ul style="list-style-type: none"> <li>▪ The Company/Consultancy with experience in preparation of Techno-Commercial Feasibility Report for minimum 02 no. of any project not less than Rs. 10.00 crores each or 01 no. of any project not less than Rs. 15.00 crores. (15 marks)</li> </ul> <p>Maximum: 25 Marks, if more projects are displayed with above criteria.</p> <ul style="list-style-type: none"> <li>▪ Consultant must have worked on Innovation/ Incubation centre/ start up/ Trade facilitation/ similar project for preparing policy and operation model/business model (max 10 marks)</li> </ul>	
<b>(III)</b>	<b>Financial Capability</b>	<b>08</b>
	<p>Gross financial turnover of the Bidder in last three financial years (2014-15 to 2016-17) from consultancy fees</p> <p>Upto Rs. 50 lacs – Marks 3.0</p> <p>More than Rs. 50 lacs – 5.0</p> <p>More than Rs. 1.0 Cr – 8.0</p> <p><u>Notes:</u></p> <ul style="list-style-type: none"> <li>▪ Audited financial results of all relevant years and summary to be submitted with CA's certificate as per Annexure 3.</li> </ul>	
<b>(IV)</b>	<b>Presentation</b>	<b>15</b>
	Presentation of project as per Scope of work	Marks will be given by committee members of SSCDL, to be selected by Chairman, SSCDL
<b>(V)</b>	<b>Methodology and Work plan</b>	<b>30</b>
	<ul style="list-style-type: none"> <li>▪ Printed write up describing above shall be attached.</li> <li>▪ Authority may in its sole discretion also request for</li> </ul>	

	<p>presentation in order to understand Bidder's capability</p> <ul style="list-style-type: none"> <li>▪ Understanding of the project and Deliverables (10 Marks)</li> <li>▪ Activity Schedule <ul style="list-style-type: none"> <li>○ Coordination between activities (5 Marks)</li> <li>○ Time Period allocated to activities (5 Marks)</li> </ul> </li> <li>▪ Deployment of experts <ul style="list-style-type: none"> <li>○ Involvement of the experts (10 Marks)</li> </ul> </li> </ul>	
	<b>T O T A L ( I+II+III+IV+V )</b>	<b>100</b>

**Notes:**

- It is recommended that bidders put forward copies of independent documents testifying to their organizational strength, experience, and financial performance.
- Bidders shall provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria including sufficient updated contact numbers of employers, owners or promoters of the projects. If in the opinion of SSCDL Authority, sufficient information and valid proof is not available about some parameter/factor during evaluation, zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual bidder as per the prescribed formats given in various forms.
- Ongoing projects and/or virtual completion shall be considered for evaluation.
- Wherever sought, "experience" as on date of issue of RFP shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.
- The Committee/Jury appointed by SSCDL at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the committee on such interpretation and awards of marks shall be final and binding on all. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference.

### **3.6. Financial Evaluation**

- 3.6.1. SSCDL reserves the right to award the whole work or part thereof or reject any or all bids without assigning any reasons and decision of SSCDL authority in this regard shall be final & binding upon all bidders.
- 3.6.2. If required, The Authority may hold negotiation with the Preferred Bidder before award of the contract after following due process.

### **3.7. Issue of Letter of Intent and Signing of Contract**

- 3.7.1. The Authority shall issue Letter of Intent (LOI) to the first ranked bidder for carrying out the assignment.
- 3.7.2. The Consultant shall as security for the due and faithful performance and discharge of all its Consultants obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee for an amount equivalent to **5%** of the Contract Value excluding Service Tax in the form of Demand Draft or Fixed Deposit from a scheduled bank acceptable to the Authority in favour of the Commissioner, Surat Municipal Corporation, payable at Surat and shall be valid for the period of **30 months** from the date of signing of the contract or till the completion of project work in all respect.
- 3.7.3. Within 15 days of the acceptance of the Letter of Intent (LOI) in writing, the Consultant shall deposit the Performance.
- 3.7.4. If tenderer fails to deposit Performance Security within 15 days from the date of acceptance of the LoI, he has to pay a penalty at the rate of 0.1% per day of the amount of Performance Security. In the Consultant fails to pay the requisite Performance Security within 20 days of acceptance of the LoI, his proposal shall be considered as cancelled and his EMD shall stand forfeited.
- 3.7.5. After acceptance of the Letter of Intent (LOI) and furnishing the Performance Security and completing all the formalities mentioned in this RFP, a Contract will be signed with the Successful Bidder.
- 3.7.6. Notwithstanding anything contained in this document, SSCDL reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

## **4. GENERAL TERMS & CONDITIONS**

### **4.1. General Conditions**

- 4.1.1. The Consultants shall check that any manufacturing or construction firm with which they might be associated with will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
- 4.1.2. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the Consultants in the performance of the Services shall become and remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
- 4.1.3. The Consultant undertake to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
- 4.1.4. The consultant will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
- 4.1.5. No price escalation shall be paid to the Consultant by Surat Smart City Development Ltd. in any case.

### **4.2. Consortium Criteria**

- i) Number of members in a consortium shall not exceed 2 (Two).
- ii) Each Member of Consortium must meet Eligibility criteria specified in (a) To(c) of eligibility criteria.
- iii) Members of the Consortium together must meet Eligibility criteria specified in eligibility criteria.
- iv) A Bidding Consortium is required to nominate a Lead Member. The Lead Member shall be authorised to sign the Proposal on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favour of the Lead Member as per format at Annexure 10.
- v) Prime Bidder shall match the required turn over.
- vi) An entity cannot be a member of more than one bidding Consortiums. An individual firm applying as a single Bidder cannot at the same time be member of any other Consortium bidding under this RFP.

- vii) The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members as per terms specified in Annexure 15.

### **4.3. Taxes and Duties**

- 4.3.1. The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on the Consultants.
- 4.3.2. SSCDL will make the payments after deducting the taxes from the bill, service tax as per the prevailing rates from time to time shall be paid to the Consultant. Consultants shall pay all other taxes, duties, fees and other imposition as may be levied under the Applicable Law from time to time. Overall responsibility regarding any type of taxes, levies, etc. shall be on part of Consultant.
- 4.3.3. The Consultants will be responsible for appropriate insurance coverage. In this regard, the Consultants shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultants or its staff.
- 4.3.4. If any service tax levied by the Government for this work, it shall be borne separately by SSCDL, provided the original receipt/proof for the amounts actually remitted by the successful bidder to the competent authority be submitted within 30 (Thirty) days from the date of payment. Then after, SSCDL shall not be held responsible for any such dues/payments, not paid by the consultant. In short, the consultant shall be solely responsible for the payment of the service tax, if any, applicable during the course of execution of this contract. SSCDL will not entertain any claim regarding service tax later on.
- 4.3.5. Applicable sale tax/income tax with surcharge & cess, works contract tax as per prevailing rules from time to time, will be deducted from all the payments made to the consultant as a TDS.
- 4.3.6. All taxes (other than service tax) cess, duties and levies of Government shall be borne by the consultant in any case.

### **4.4. Indemnity**

- 4.4.1. The Consultants shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the client arising out of the services by the Consultants under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.

### **4.5. Force Majeure**

- 4.5.1. Definition,

- a. For the purposes of this tender, Force Majeure means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the Government Agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party nor (ii) any event which a diligent party could reasonably have been expected to both.
- c. Force Majeure shall not include insufficiency of funds or failures to make any payment required hereunder.

#### 4.5.2. Measures to be taken:

- a. A party affected by an event of Force Majeure shall take all reasonable measures to remove such party inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of forced Majeure shall notify the other party of such event as soon as possible and in any event not later than 14 days following the occurrence of such event providing evidence of the nature and course of such event and shall similarly give notice of the restoration of normal condition as soon as possible.
- c. Party shall take all responsible measures to minimize the consequences of any event of forced Majeure.
- d. Any period with a party shall 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 forced Majeure.

## 4.6. Other Terms and Conditions

4.6.1. The Consultants also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client written permission.

4.6.2. The risks and the coverage shall be as follows:

- a. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions 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

- b. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be at Surat.
- c. Payment to consultant shall be made by cheque drawn on any Bank at Surat.

#### **4.7. Settlement of Disputes**

4.7.1. Except or otherwise specifically provided in the contract, all the disputes concerning questions of fact arising under the contract shall be decided by the Engineer-in-charge, subject to a written appeal by the consultant to the Engineer-in-charge, and these decisions shall be final and binding on the parties hereto. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in (4.7.2)

4.7.2. Dispute or difference to be referred to :

1. If at any time, any question, disputes or differences of any kind what so ever shall arises between the Engineer and the Consultant upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existence of such questions, disputes or differences as to any decision, opinion, instruction, direction certificate or evaluation of the Engineer.
2. The question or difference shall be settled by the Chairman, SSCDL, who shall state his decision in writing and give notice of the same to the Engineer and to the Consultant and such decisions shall be final and binding upon both parties to the contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.
3. If the Chairman, SSCDL fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the consultant is dissatisfied with any such decision of the Chairman, SSCDL, then the matter may be referred to Project Committee of Surat Smart City Development Ltd. Then also if the question or difference not settled and if the consultant is dissatisfied with any such decision of Project Committee of SSCDL the question or dispute or matter may be referred to the court of law subject to Surat Jurisdiction.

#### **4.8. Penalty**

4.8.1. The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages



and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

- 4.8.2. The amount of liquidated damages for delay by Consultant under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract as specified in Price-bid.
- 4.8.3. The liquidated damages for delay by Agency Consultant shall be applicable under following Circumstances:
- 4.8.4. If the deliverables are not submitted as per schedule, the Consultant shall be liable to pay 1% (One Percent) of the total cost of the services related to that deliverable (Schedule of payment) for delay of each week or part thereof subject to clause 4.9.2.
- 4.8.5. If the deliverables are not acceptable to SSCDL and defects are not rectified to the satisfaction of SSCDL within 30 (Thirty) days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% (One Percent) of total cost of the services related to that deliverable for every week or part thereof for the delay subject to clause 4.9.2.
- 4.8.6. Notwithstanding anything mentioned above, the Consultant shall not be made liable for any delay due to non-availability of timely approval, timely review and timely escalation by SSCDL or its state level counterparts or any stake holders not directly attributable to the Agency.
- 4.8.7. Notwithstanding anything to the contrary contained in this agreement but subject to the Indemnifications specifically agreed to by the Consultant herein, in no event shall the Aggregate liability of the Consultant under this agreement exceed the total cost of services Paid to the Agency.

#### **4.9. Liquidated Damages**

- 4.9.1. The Consultant shall complete the assignment as per the scope of work within the prescribed period stipulated as per terms and condition herein or extended in writing by SSCDL at its sole discretion, as the case may be within the consideration amount as stated in this contract. In the event of Consultant's failure/inability/ refusal to complete the pending work as per the said terms and conditions, the Consultant shall return all the pending work with detailed instructions to SSCDL, and SSCDL at its sole discretion may get such incomplete and pending work, completed by a third party as per the said terms and conditions and the Consultant shall provide necessary assistance to such third party.
- 4.9.2. SSCDL shall not be liable to pay any amount to the Consultant on account of the pending assignment/ deliverable.

4.9.3. The Consultant shall be liable to pay the liquidated damages and compensation to SSCDL and reasonable legal fees and other costs incurred by SSCDL on account of breach committed by the Consultant and/ or in getting the pending work executed by a third party and / or enforcing the provisions of this Contract. SSCDL shall also be entitled to take all appropriate measures including preliminary, temporary or permanent, mandatory or restraining injunctions, order or decrees as may be necessary to protect SSCDL against any breach by the Consultant of the provisions contained herein.

#### **4.10. Extension of time**

4.10.1. SSCDL may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such case, every effort will be made to give Consultant, as early as possible, notice of any changes.

#### **4.11. Consultation**

4.11.1. Not later than 30 days after the consultant as the result of an event of Forced Majeure have become unable to perform a material portion of the services, the party shall consult with each other with a view to agreeing on appropriate measures to be taken in their circumstances.

#### **4.12. Suspension**

4.12.1. SSCDL may by written notice of suspension to the consultant suspend all payments hereunder if the consultant fails to perform any of their obligations including carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the consultant to remedy such failure within the period not exceeding 30 days after receipt by the consultant of such notice of suspension.

#### **4.13. Termination**

4.13.1. SSCDL may take action by not less than 30 days written notice of termination to the consultant. Such notice to be given after the occurrence of any of the events specified in para (a) to (e) of this clause terminate this contract.

- a. If the consultant fails to remedy a failure in the performance of their obligations hereunder as specified in a notice of suspension, pursuant to clause here in above within 30 days of receipt of such notice of suspension or within such further period as SSCDL may have subsequently approved in writing.
- b. If the consultant become (or if the consultants consist more than one entity, if any of their members becomes ) insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law

for the benefit of the debtors or go into liquidation or receivership whether compulsory or voluntary.

- c. If the consultant submit to SSCDL a statement which has a material effect on the right, obligations or interests of SSCDL and which the consultant know to be false.
- d. If as a result of forced Majeure consultants are unable to perform the material portion of the service for a period of not less than 60 days or
- e. If SSCDL, in its sole discretion and for any reason whatsoever decides to terminate the consultant.
- f. In the event of termination, the Consultants shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide SSCDL with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

#### **4.14. Subletting of Work**

4.14.1. The Consultant shall not assign or sublet without written approval of the Engineer in charge, the work contracted and if the Consultant shall assign or sublet his contract or attempt to do so, or become insolvent or make any composition with his creditors or, attempts to do, for the engineer in charge may, by notice in writing, rescind the Contract. Also, if any bribe, gratuity gift, loan ,perquisite, shall either directly or Indirectly be given, promised , or if offered by the Consultant , or any of his Servants or agents to any public office or person shall become in any way, directly or indirectly interested in the contract the engineer in charge by giving notice in writing rescind the contract.

4.14.2. In the event of contract being rescinded, the security deposit of the Consultant shall thereupon stand forfeited and absolutely at the disposal of the client and the same consequences shall clause hereof and in addition, the Consultant shall not be entitled to recover or be paid for any work for actually performed under the contract.

## **5. SPECIAL TERMS & CONDITIONS**

- 5.1.1. The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at Surat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.1.2. SSCDL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the
  - b) Selection Process or modify the dates or other terms and conditions relating thereto;
  - c) Consult with any Bidder in order to receive clarification or further information;
  - d) Retain any information and/or evidence submitted to SSCDL by, on behalf of and/or in relation to any Bidder; and/or
  - e) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.1.3. It shall be deemed that by submitting the RFP, the Bidder agrees and releases SSCDL, 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.
- 5.1.4. In case of delay in completion of Services due to Consultant's account, a penalty equal to 0.1% of the contract value per week subject to a maximum 10% of the Contract Value shall be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.
- 5.1.5. If any service tax levied by the Government during the course of execution of this contract, shall be borne separately by SSCDL, provided the original receipt/proof for the amounts actually remitted by the successful bidder to the competent authority be submitted within 30 (Thirty) days from the date of payment. Then after, SSCDL shall not be held responsible for any such dues/payments, not paid by the Contractor. In short, the contractor shall be solely responsible for the payment of the service tax, if any, applicable during the course of execution of this contract. SSCDL will not entertain any claim regarding service tax later on.

## 6. FORMATS FOR TECHNICAL PROPOSAL

### ANNEXURE 1: FORWARDING LETTER

Dated:

To,

Chairman shri,

Surat Smart City Development Ltd.

Surat.

**Subject:** Submission of Bid for RFP for appointment of Consultant for Techno-Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre under Smart City Mission at Surat.

Dear Sir,

We are pleased to make our submission for the captioned RFP. We are pleased to submit the following documents towards the same.

**(A) Envelope I :RFP Fee and Bid Security as follows:**

	Amount (in Rupees)	Demand Draft/Pay Order No.	Dated	Drawn on Bank
<b>RFP Fee</b>				
<b>EMD/Bid Security</b>				

**(B) Envelope II : Eligibility and Qualification documents (Technical Bid)**

We, the undersigned, offer to provide Consultancy Services for Techno-Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre under Smart City Mission at Surat. in accordance with your Request for Proposal and our Proposal.

We hereby declare that all the informations and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We have also submitted an affidavit along with our Technical-Bid in this regard.

We are aware of the Authority's right to accept or reject any/all RFPs without giving any reason and upon rejection of RFP, I shall not be entitled to any right with related to the Authority.

This offer is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promise from the Authority.

I have thoroughly read and understand all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

\_\_\_\_\_  
(Signature and name of Authorized Representative of Single Bidder /Lead Member)

For (Name and seal of Bidder Company)

**Enclosure: Bidder's Information**

**(1) Bidders name and contact details.**

Name of the Bidder Organization:

Nature of Entity (company/partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

Fax:

E-mail:

Main Line of Business with experience:

**(2) Copy of the Registration of the bidder** (Certificate of Incorporation, Partnership Deed, Service Tax Registration copy, Shops and Establishment Dept. Certificate, etc.)(to be attached separately)

**(3) Capability Statement:** Prior experience and capability of similar projects/studies, project team details etc (to be attached separately)

**(Above (1), (2) and (3) shall be provided by all members of Consortium in case Bidder is a Consortium)**

## ANNEXURE 2 - ENCLOSURES

The all details related to RFP should be furnished with the given annexure online by scanning; if annexure is not there then it could be furnished separately.

<b>Sr. no.</b>	<b>Annexure</b>
1	Annexure 1: Forwarding Letter
2	Annexure 2: Enclousers
3	Annexure 3: Bidder's organization
4	Annexure 4: Format statement showing financial details of the bidder
5	Annexure 5: Format for submitting project information (for all project showcased)
6	Annexure 6: Project level experience (for all project showcased)
7	Annexure 7: Key professional staff employed
8	Annexure 8: Format for curriculum vitae for technical staff (for all key personnel)
9	Annexure 9: Approach & Methodology
10	Annexure 10: Undertaking
11	Annexure 11: Anti black listing certificate
12	Annexure 12: Affidavit
13	Annexure 13: Format for authorization of bidder's signatory
14	Annexure 14: Format For Deployment Of Personnel For Deliverables
15	Annexure 15: Declaration for Conflict of Interest
16	Annexure 16: Power of Attorney to lead member

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Sign of Authorised Person

### **ANNEXURE 3 - BIDDER'S ORGANIZATION**

[Provide here a brief (maximum four pages) description of the background and organization of your firm/entity for this assignment.]

#### **A. Structure of the Organization**

1. State the structure of the applicant's organization (applicants to complete / delete as appropriate)
  - a. Registered Company
  - b. Architect/ consulting firm
2. For Sole Bidder or Single Firm give following details:
  - c. Name of Company or Firm
  - d. Legal Status
  - e. Registered Address
  - f. Year of Incorporation
  - g. Contact person
  - h. Contact person's title
  - i. Address, telephone, facsimile number and email ID of contact person
  - j. Name of Principal Architect
  - k. Details of Registration with Council of Architecture, India
  - l. Address, telephone, facsimile number and email ID of Principal Architect person
  - m. No of Offices in India with Address

*Note: Supporting documents shall be submitted along with the Technical Proposal which includes: a. Company Incorporation Certificate, b. Service Tax Registration, c. PF registration certificate and d. IT PAN Card copy and whichever is required for supporting the given information.*

#### **B. Description of the background and organization of your firm/entity**

#### **C. Organisation chart and manpower across divisions**

#### **D. Other Details**

- n. Details of Firm with other organizations/Statutory bodies/CPWD/PWD etc.
- o. Has the firm or company has been blacklisted/ debarred by any Government Departments / PSU in last five (5) years prior to PDD? If yes, then such black listed agency shall be liable to be disqualified.

#### **Declaration:-**

I declare that at the time of application to register for the competition, I was registered with the Council of Architecture incorporated under the Architects Act 1972 and that the Registration with the Council of Architecture will be maintained, till the award of



the Board of Assessors and thereafter till the completion of the project if I am declared and appointed as the Architect for the project. I hereby declare that the information given in this application form and in all the accompaniments hereto, are true and correct to the best of my knowledge and belief. I shall be responsible for any consequences arising out of any inconsistency/ inaccuracy in the given format. I shall abide by the guidelines / conditions of the competition.

Signature of the Applicant

With full name, address and seal

Place:

Date:

**ANNEXURE 4: FORMAT STATEMENT SHOWING FINANCIAL**

1. The audited Turnover of M/s \_\_\_\_\_ for last three financial years are as follows;

Year	Turnover (Rs. Lakh)
2013-14	
2014-15	
2015-16	

\_\_\_\_\_  
Sealed and Signed by the Statutory Auditor along with Registration Number.

**Notes:**

- Attach proof of the financial statement certified by auditor, wherever applicable
- Complete balance sheet for the three financial years duly certified by the Chartered Accountant shall also be attached.
- Turnover means consultancy fee received during the year.
- The year means Financial Year from 1st April to 31st March.

## ANNEXURE 5: FORMAT FOR SUBMITTING PROJECT INFORMATION

<b>PROJECT DETAILS:</b>		
Project Name		
Category		
Type		
Location		
Approx. value of contract (Rs. in Lacs):		
Consultancy Value (INR Lakh)		
Name of Client		
Address of client		
Project status		
Start Date		
Total Campus Area (sqm)		
Total covered area (sqm): (Give separate information about handed over/ virtually completed/ on-going construction and total proposed built up)		
Completion Date		
<b>CONSORTIUM DETAILS (if any):</b>		
Done through consortium: Yes/ No		
Lead Firm		
Consortium Firm(s)		
No. of professional man months by your firm		
<b>MANPOWER DETAILS:</b>		
No. of professional manpower provided		
No. of professional man months provided		
Details of senior manpower		
Position	1	Team Leader
	2	Project Coordinator
<b>NARRATIVE DESCRIPTION OF PROJECT:</b>		
<b>ACTUAL DESCRIPTION OF SERVICES PROVIDED:</b>		
<b>WORK ORDER ATTACHED:</b>		Yes / No
<b>COMPLETION CERTIFICATE ATTACHED:</b>		No / No

Evidences shall also be submitted in terms of Work Order/Completion Certificate etc.

## ANNEXURE 6- PROJECT LEVEL EXPERIENCE

### Summary List of Eligible projects

S N	Name of the Project	Client name and Location	Type of the Building (Govt/Semi-Govt/Private)	Year of award of the Project	Year of Completion	Cost of each developed project (Rs. in Lacs) (and not the consultancy fees)	Gross Built up area of project (sqm)	Nature of Allied Services Rendered	Specify details of the project	Whether Project Completion Certificate attached
1										
2										
3										
4										

### Instructions

- a. The above table should provide a list of all the projects that the Bidder wishes to showcase as relevant experience and should at least include as many projects required to meet the Technical capacity requirement.
- b. For each project shown in the table, the following should be enclosed
  - A detailed Project Information Sheet (format enclosed below) should be enclosed
  - A Project Completion Certificate/ email from client/ last payment details and Green rating certificate/Evidence.
- c. SSCDL reserves the right to request for additional information / clarifications from Bidders on the project experience shown relating to Technical Experience and if required, may also contact the respective Client references provided by the Bidder in this regard.

### Summary List of Ongoing Projects

S N	Name of the Project	Client name and Locatio n	Type of the Building (Govt/Semi- Govt/Private )	Year of award of the Projec t	Cost of each developed project (Rs. in Lacs) (and not the consultanc y fees)	Gross Built up area of projec t (sqm)	Nature of Allied Services Renderin g	Specif y details of project	Whe r work order attache d
1									
2									
3									
4									

### Instructions

- a. The above table should provide a list of all the projects that the Bidder wishes to showcase as relevant experience and should at least include as many projects required to meet the Technical capacity requirement.
- b. For each project shown in the table, the following should be enclosed
  - detailed Project Information Sheet (format enclosed below) should be enclosed
  - Work Order/ email from client/ last payment details
- c. SSCDL reserves the right to request for additional information / clarifications from Bidders on the project experience shown relating to Technical Experience and if required, may also contact the respective Client references provided by the Bidder in this regard.

## ANNEXURE 7- KEY PROFESSIONAL STAFF EMPLOYED

### 1) Details of In-house Key Professional

All bidders must indicate the key professional in-house staff for this project (as on date of submission of proposal in response to RFP) in following indicative categories:

SN	Specialization	Qualification	Overall Experience in years	Date of joining (DD/MM/YYYY)	Designation proposed	Duties proposed	CV Attached (Yes/No)	Remark
1.	Team leader							
2.	Project Advbisor							
3.	Sector Expert							
4.	Financial expert							
5.	Legal Expert							
6.	Leasing Expert/PPP Expert							
7.	Local Economic Expert							
8.	If other then specify							

**2) Details of Sub-Consultant (by contract only) Key Professional**

S N	Specialization	Name of Consultant & Address	Contact Person, position & Tele no, Fax No, email details	Year of association with applicant	Task/Services utilized so far by the applicant in their completed/on- going projects

## ANNEXURE 8: FORMAT FOR CURRICULUM VITAE FOR TECHNICAL STAFF

Sample Data is filled in to give an indication of how the CV should be written out.

1) For each member of the Core project team

### PERSONAL DETAILS

First Name	
Last Name	
Date of Birth	
Gender	

### ADDITIONAL DETAILS

#### Expertise

Area of expertise	
-------------------	--

#### Relevant projects experience (maximum 10) in the following format for each project

<b>1</b>	<b>Project name</b>	
	Client	
	Location	
	Responsibility	
	From	
	To	
	Description of duties	

#### Employment/Experience record (Begin backwards and go to the beginning of employment)

<b>1</b>	<b>From</b>	
	To	
	Firm name	
	Position held	
	Description of duties	
<b>2</b>	<b>From</b>	
	To	
	Firm name	
	Position held	
	Description of duties	

#### Education

<b>1</b>	<b>Name of institution</b>	
	Year of passing	
	Degree obtained	
<b>2</b>	<b>Name of institution</b>	
	Year of passing	
	Degree obtained	
<b>3</b>	<b>Name of institution</b>	



Year of passing			
Degree obtained			
<b>Computing skills</b>			
<b>Languages</b>	<b>Speak</b>	<b>Read</b>	<b>Write</b>
English			
Hindi			
Gujarati			
Any other (Specify)			

**Professional memberships and fellowships**

Membership of Professional Bodies	•
Fellowships / Awards	•

**Certification:** I, the undersigned, certify to the best of my knowledge and belief, this resume correctly describes my qualification, my experience and me.

Signature  
DD/MM/YYYY  
Place

Date:

## **ANNEXURE 9: APPROACH AND METHODOLOGY**

(Write up of Approach and Methodology and Understanding of Project- Not more than ten pages)

- a. Write up on Methodology to carry out this assignment. The Write up should cover, in detail, how the consultant would carry out the study. The methodology for each head of the proposed Terms of Reference must be described.
- b. Provide chart of the activity schedule and manpower deployment schedule. Provide Completion dates of various milestones.
- c. Also provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, timeframe during which they will work etc.
- d. Describe the structure of the different Deliverables specified in Contract Condition.
- e. The consultant's comments / suggestions on proposed Scope of Work and TOR.
- f. The consultant's comments, if any, on the data, services and facilities to be provided by SSCDL

## **ANNEXURE 10: UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and is liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signature

(Firm's Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

**(Above shall be provided by all members of Consortium in case Bidder is a Consortium)**

## **ANNEXURE 11: ANTI BLACK LISTING CERTIFICATE**

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)**

### **Anti-Blacklisting Affidavit**

I M/s. .... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_ (Bid submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this .....Day of ....., 2016

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

**(Above shall be provided by all members of Consortium in case Bidder is a Consortium)**

## **ANNEXURE 12: AFFIDAVIT**

### **(ON NON JUDICIAL STAMP PAPER OF RS. 100)**

Name of Work: \_\_\_\_\_

- I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me / us.
- The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last five years, prior to the date of this bid.
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SSCDL to verify our statements of our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SSCDL.
- The SSCDL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Smart City Development Ltd. to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

\_\_\_\_\_  
Signed by the Authorize signatory of the firm

\_\_\_\_\_  
Title of the office

\_\_\_\_\_  
Name of the firm

Date:

Note:- The affidavit format as indicated above to be furnished on non-judicial stamp paper of Rs.100 and duly notarized.

**(Above shall be provided by all members of Consortium in case Bidder is a Consortium)**

## **ANNEXURE 13: FORMAT FOR AUTHORIZATION OF BIDDER'S SIGNATORY**

*(Applicable in case of bid not being signed by the person directly authorized by the firm)*

**Dated:**

To,  
Chairman Shri,  
SSCDL,  
Surat

Dear Sir,  
REF: You're RFP Ref.:

<**Bidder's name**> hereby authorizes <**Designated Representative's name**> to act as a representative of <**Bidder's name**> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings conducted by Surat Smart City Development Ltd. (SSCDL) or other entities associated to Techno Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre under Smart City Mission at Surat ("Project" and to discuss, negotiate, finalize and sign any bid or agreement and contract related to RFP).

Yours faithfully,

<**Signature of appropriate authority of the Bidder**>

Name of appropriate authority of the Bidder:

<**Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney**>

For

<**Name of Bidder**>

**Encl: Board Authorization**

## ANNEXURE 14: FORMAT FOR DEPLOYMENT OF PERSONNEL FOR DELIVERABLES

Sl. No.	Designation	Name	Week Numbers (e.g) (edit as require)											
			1	2	3	4	5	6	7	8	9	10	11	12
1														
2														
3														
4														
5														
6														

(Seal, Signature and name of the authorized signatory of the Applicant)

## **ANNEXURE 15: JOINT BIDDING AGREEMENT**

The Bidder shall be required to submit Joint Bidding Agreement on Requisite Stamp Paper in case Bidder is a Consortium. Such Agreement shall specify followings.

- (1) Clearly outline the proposed roles and responsibilities, if any, of each member;*
- (2) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations/Scope of Work in relation to the Project.*
- (3) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities..*
- (4) No change in composition of the Consortium shall be permitted during the Bidding Process and during the Contract Period in case the Project is awarded to the Consortium.*



## **ANNEXURE 16 : POWER OF ATTORNEY TO LEAD MEMBER**

**{On Requisite Stamp Paper}**

**(To be provided in case Bidder is a Consortium)**

Whereas the \_\_\_\_\_(Name of the Authority), (the “Authority ”) has invited RFP from interest parties for the \_\_\_\_\_[Name of the Work] (“Project”). Whereas, \_\_\_\_\_ and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s ..... having our registered office at ....., and

M/s. ...., having our registered office at ....., and

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its RFP for the Project, including but not limited to signing and submission of all applications, RFP and other documents and writings, , participate in meetings, respond to queries, submit information/ documents, sign undertakings consequent to short listing of the Consortium and generally to represent the Consortium in all its dealings with the Employer, in all matters in connection with or relating to or arising out of the Consortium’s Bid for RFP for the Project. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....**

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Witnesses:

- 1.
- 2.

## **ANNEXURE 17 : DECLARATION FOR CONFLICT OF INTEREST**

Assessment and Declaration regarding Potential Conflict with any entity

(Seal, Signature and name of Authorized  
signatory of the Applicant)

**(ABOVE SHALL BE PROVIDED BY ALL MEMBERS OF CONSORTIUM IN CASE BIDDER IS A  
CONSORTIUM)**

## ANNEXURE 18: FORMAT FOR PRICE BID

(To be submitted online only at <http://SSCDL.nprocure.com>)

Dated:

To,  
Chairman Shri,  
SSCDL,  
Surat

Subject: Price bid for Appointment of Consultant for Techno Financial Feasibility Report and Entire Transaction Advisory Services for Innovation, Incubation, Start up and Trade Facilitation Centre at Surat

Dear Sir,

With respect to above mentioned subject, I/We have thoroughly read and understand the scope and terms of contracts specified in the RFP. Our/My Price bid is as per the following table.

S. N.	Type of Services	Amount in Rupees	Amount in words
A	Finalization of Vision cum Feasibility Report for Innovation, Incubation, Start up and Trade Facilitation Centre		
B	Finalization of Operating/Business Development Plan for Innovation, Incubation, Start up and Trade Facilitation Centre		
C	Applicable Taxes (Service Tax)		
	<b>Total Fees</b>		

### Instructions for the Price bid

- (1) The bidders are required to quote for Consultancy Fees as specified in table above and taxes applicable must be shown separately. These taxes will be reimbursed based on rates prevailing at the time of payment. The quote of the bidder, who does not mention taxes separately, shall be considered as inclusive of taxes and taxes shall not be reimbursed by the Authority.
- (2) For the Purpose of Price Bid Evaluation, consultancy Fee specified without service tax shall be considered.
- (3) No conditions should be attached to the price bid.

- (4) In case of any discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words would be considered as final price.
- (5) If Required Authority may request for breakup of Lumsum price which Bidder may promptly provide.

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(Signature and seal of the bidder with date)