



**Rajkot Municipal Corporation**  
**Traffic, Transport and Parking Branch**

**Request for Proposal and  
Terms of Reference for appointment of Consultant for Carrying  
out the Feasibility Report and Transaction Advisory Services for  
Development of Multi-Level Parking (MLP) Rajkot City.**

**Reference No: T&T/ E-Tender/2023-24/2**

**Dated: 07<sup>th</sup> December, 2023**

**City Engineer (Special), Traffic & Transport Cell,  
Rajkot**

## Contents

<b>SECTION 1. INTRODUCTION TO RAJKOT .....</b>	<b>4</b>
<b>SECTION 2. INSTRUCTIONS TO APPLICANTS .....</b>	<b>6</b>
2.1 Instructions for Tender Submission .....	6
2.2 Validity of Bids.....	7
2.3 Scope and Description of Selection Process .....	8
2.4 Critical Dates / Tender sceduleCritical Dates/Tender Schedule .....	8
2.5 Pre-Bid visit to the Site and Inspection of Data .....	8
2.6 Pre-Bid Conference .....	8
2.7 Scope of Bid.....	8
2.8 Site Visit and Verification of Information .....	9
2.9 Right to accept or Reject any of Bids .....	9
2.10 Amendment of RFP Document .....	10
2.11 Clarifications.....	10
2.12 Earnest Money Deposit.....	10
2.13 Bid Due Date .....	10
<b>SECTION 3. CRITERIA FOR EVALUATION .....</b>	<b>11</b>
3.1 Evaluation of Technical Bids.....	11
3.2 Short-listing of Applicants.....	14
3.3 Evaluation of Financial Bid .....	15
3.4 Combined and final Evaluation .....	15
<b>SECTION 4. TERMS OF REFERENCE.....</b>	<b>16</b>
4.1 General.....	16
4.2 General.....	16
4.3 Deliverables, Time Schedule and Payment Terms.....	18
4.4 Performance Security.....	19
4.5 Contract Amendments.....	20
4.6 Liquidated Damages for Delay .....	20
4.7 Force Majeure .....	20
4.8 Termination for insolvency .....	20
4.9 Termination for Convenience .....	21
4.10 Settlement of Dispute .....	21
4.11 Arbitration.....	21
<b>APPENDIX – I: FORMATS FOR TECHNICAL BID .....</b>	<b>22</b>
<b>FORM 1: FORMAT FOR LETTER OF BID.....</b>	<b>23</b>
<b>FORM 1 (A): PARTICULAR OF THE APPLICANT.....</b>	<b>26</b>
<b>FORM-2: POWER OF ATTORNEY FOR SIGNING OF BID .....</b>	<b>27</b>
<b>FORM 3: ELIGIBLE ASSIGNMENT OF CONCEPT .....</b>	<b>29</b>
<b>FORM 4: ELIGIBLE ASSIGNMENT OF MLCP .....</b>	<b>30</b>
<b>FORM 5: PARTICULARS OF KEY PERSONNEL .....</b>	<b>32</b>

FORM 6: CV OF KEY PERSONNEL .....	32
FORM 7: FINANCIAL CAPACITY OF APPLICANT .....	34
CONDITIONS OF EMPANELMENT CONTRACT .....	34
TABLE -2 PRESENT PAY AND PARK LIST.....	40

## **SECTION 1.INTRODUCTION TO RAJKOT**

Rajkot, the fourth-largest city in the state of Gujarat, has experienced significant growth in recent years. In the last two decades, the urban population has more than doubled to around 1.4 million in 2011, and is expected to reach about 3 million in 2031. Since over half the city's population is in the productive age category, the city is expected to continue to grow rapidly in the future. The city area is 161.86 Sq. kilometer which is divided into 18 wards with an average density of 8,500 people/km<sup>2</sup>. Densities in the inner city are much higher than the rest of the city. The central portions of the city are dense and have mixed land uses, and the majority of residents live in the central area of the city. The residences in the central portion of the city comprise of row houses and low-rise apartments, packed closely in a fine-grain urban fabric. The newer developments are typical of high-rise apartments, being loosely packed alongside wider roads. The major commercial area remains in the old city, and along the major radial and connecting radial in the outer parts of the city. Industries are located in the Bhaktinagar Industrial Estate and Aji Industrial Estate, which were developed by the Gujarat Industrial Development Corporation (GIDC), while the Sorathiwadi plot area OF Central zone was developed at a later stage.

### **Location, Climate Physical Setting & Regional Linkage:**

Rajkot is situated in the middle of the peninsular Saurashtra in central plains of Gujarat State of Western India at a height of 128 m above mean sea level. It lies between latitude 22.3000 N and longitude 70.7833 E.

### **Climate:**

The climate in the city is hot and dry. The average maximum and minimum temperatures recorded over the last 40 years are 43.5 deg C and 24.2 deg C respectively.

### **Rainfall:**

The average annual rainfall is 500mm. However, over the last 60 years, it has been below normal during 20 years. In these years, the city along with the Rajkot Urban Development Area (RUDA) faced acute water shortage. The average annual rainfall is observed about 500 mm. in the area.

The road network in the RMC area is very dense, particularly in the old central city area, where the network does not follow a particular pattern like the regular grid networks in the newer developments. The city roads form a ring-radial pattern, with six radials and one major ring. Most of the city roads have an intense ribbon development of commercial activities, forming a mixed-use type of development along the arterials as well as some sub-arterials. Roads are narrow in certain places with varying widths, and the presence of bottlenecks constrains the free flow of motorized vehicles. Most city roads (97 per cent) have a right-of-way (ROW) of up to 30m. The average speed of all modes in the city is 16km/hr, and is much lower in the old city area due to delays from narrow streets and people walking on the streets. Most arterial roads have average speeds higher than 20km/hr. The local streets have an average speed of 10km/hr due to a number of intersections after every kilometer, which makes them more pedestrian and bicycle-friendly.

Footpaths are present on all major roads in the city, but in most areas the width is less than 1.5m and is encroached upon by street furniture, telephone boxes, trees, make- shift shops etc.

Rajkot City has a dense Road network due to concentration of various commercial and industrial activities in Rajkot and surrounding towns, the city Road network leading to the surrounding towns is heavily congested. This increasing intensity of traffic is posing a potential threat to the economic vitality and productive efficiency of the city.

## SECTION 2. INSTRUCTIONS TO THE APPLICANTS

### 2.1 Instructions for Tender Submission

- 2.1.1 Interested agencies may download the RFP document from the website <http://www.rmc.gov.in> or <http://www.nprocure.com/rmc> on payment of Rs.1875/- (Rupees One Thousand Eight Hundred Seventy-Five Only). The payment will be accepted in the form of a crossed demand draft from any scheduled bank, payable at Rajkot city drawn in favor of Rajkot Municipal Corporation, Rajkot. Firms/agencies downloading the RFP document from the website should include in their proposals a demand draft of Rs. 1875/- from any scheduled bank, payable at Rajkot city drawn in favor of Rajkot Municipal Corporation, Rajkot.
- 2.1.2 All proposals submitted in response to the RFP document must be accompanied by a bid Security/Earnest money of Rs. 50,000/- (Rs. Fifty Thousand only) in the form of a bank Demand Draft from any scheduled bank, payable at Rajkot city drawn in favor of Rajkot Municipal Corporation, Rajkot.
- 2.1.3 The applicant should, of its own accord, take into account any corrigendum published on <https://www.rmc.gov.in> or <http://www.nprocure.com/rmc> of the tender document before submitting their bids.
- 2.1.4 Please go through the TENDER invitation and the TENDER document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.1.5 SUBMISSION OF BIDS
- The instructions for submitting proposals in response to the RFP are mentioned below:
- 2.1.5.1 The proposals submitted in response to this RFP, and all associated correspondence shall be written in English and shall conform to the forms 1 to 7 for the technical proposals and the financial proposals are to be submitted online only. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
- 2.1.5.2 Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals received prior to the closing time and date for receipt of proposals shall be taken as valid.
- 2.1.5.3 Hard copies of the technical proposal shall be submitted in sealed envelope with all the required attachments and the financial proposal shall be submitted online only. The proposal shall have to be prepared in accordance with the procedures enumerated in the RFP document should be submitted in a sealed envelope to the office of Traffic, Transport & parking Cell, 3<sup>rd</sup> Floor, Multi Activity Center, 150 Feet Ring Road, Rajkot-360005, no later than the date and time laid down.
- 2.1.5.4 The envelopes should be super scribed with "TECHNICAL PROPOSAL-RFP for of consulting firms for providing consulting services to RMC for "Carrying out the Feasibility Report and Transaction Advisory Services for Development of Multi-Level Parking (MLP)". The sealed envelopes containing the TECHNICAL PROPOSALS should be properly sealed and super scribed with "RFP for consulting firms for providing consulting services to RMC for Carrying out the Feasibility Report and

Transaction Advisory Services for Development of Multi-Level Parking (MLP). All envelopes should be addressed to the Addressee specified at office of:

Traffic, Transport & parking Cell, 3rd Floor, Multi Activity Center, 150 Feet Ring Road, Rajkot. - 360005 and bear the name and address of the firm /agency submitting the proposal. Financial bid shall be submitted online only.

- 2.1.5.5 All the costs associated with the assignment shall be included in the Financial Bid. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, transportation, air fare, equipment, printing of documents, surveys, investigations etc. The amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- 2.1.5.6 Applicants are requested to note that they should necessarily submit their financial bids in the online mode only and no other format is acceptable.
- 2.1.5.7 The Proposals submitted should be concise and contain only relevant information as required under this RFP document.
- 2.1.5.8 The firms / agencies submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meeting and visiting the site or any other location in connection therewith. RMC shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

## **2.2 Validity of Bids**

The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date ("**Bid Date**"). RMC reserves the right to reject any Bid, which does not meet this requirement.

## **2.3 Scope and Description of Selection Process**

RMC has adopted two bid selection process (collectively the "**Selection Process**") for evaluating the Bids comprising Technical and Financial bids. Firstly, a technical evaluation will be carried out as specified in Clause-3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause-3.2. Thereafter, a financial evaluation will be carried out as specified in Clause-3.3. Bids will finally be ranked according to their combined technical and financial scores as specified in Clause-3.4.

## **2.4 Critical Dates / Tender Schedule**

RFP documents may be downloaded from Municipal Corporation Rajkot website <https://www.rmc.gov.in> or <http://www.nprocure.com/rmc> as per the schedule as given in CRITICAL DATE SHEET as under.

TABLE – I: CRITICAL DATES

S. No	Information	Details
1	Advertisement Date on <a href="https://www.rmc.gov.in">https://www.rmc.gov.in</a> , <a href="https://nprocure.com/rmc">https://nprocure.com/rmc</a>	07/12/2023
2	Pre bid meeting/ conference	22/12/2023
3	Last date for submission of RFP document (Physical submission)	06/02/2024
4	Last date (deadline) for receipt of proposals in response to RFP notice (financial bid)	29/01/2024
5	Place, Time and Date of opening of technical proposals received in response to the RFP notice	Address as per row 8, Time 16.00 hrs Date 15/02/2024
6	Place, Time and Date of opening of financial proposals received in response to the RFP notice	Will be intimated later to qualified respondents and will be opened in online mode only
7	Contact Person for queries.	Traffic, Transport & parking Cell 3rd Floor, Multi Activity Center, 150 Feet Ring Road, Rajkot. -360005 Email: <a href="mailto:trafficcell@rmc.gov.in">trafficcell@rmc.gov.in</a> M: 9714503710
8	Addressee and Address at which proposals in response to RFP notice are to be submitted:	Traffic, Transport & parking Cell, 3rd Floor, Traffic, Transport & parking Cell, Multi Activity Center, 150 Feet Ring Road, Rajkot-360005

## 2.5 Pre-Bid visit to the Site and Inspection of Data

Prospective applicants may visit the office and review the available data at any time prior to Pre-Bid for this purpose, they will provide at least two days' notice to:

City Engineer (Special)

Traffic, Transport & parking Cell,

3rd Floor, Multi Activity Center, 150 Feet Ring Road, Rajkot. -360005

## 2.6 Pre-Bid Conference

Pre- Bid Conference of the applicants shall be conveyed at the designated date, time and place. Only the registered applicants shall be allowed to participate in the pre- bid conference. For more inquiry registered applicants may contact below mentioned authority.

**Contact person of any Information:** City Engineer Sp. (Traffic and Transport Cell), RMC

Mobile No: 9714503710 Email Id: [trafficcell@rmc.gov.in](mailto:trafficcell@rmc.gov.in)

## 2.7 Scope of Bid

- 2.7.1 RMC wishes to appoint consultant through bidding process based on technical and financial proposal of the eligible applicants/ advisors/ agencies to do the Project feasibility (in ensuring operational and financial sustainability) and advise the Authority on structuring and implementing the Multi-Level Parking Project that will allow the Project to be completed in a timely and cost-effective manner. The



Consultant shall assist the Authority in determining the optimal transaction structure and carrying out bid process management including preparing all required bidding documents. (“**Consultancy**”).

2.7.2 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP.

2.7.3 The manner in which the Bid is required to be submitted, evaluated and accepted is specified in this RFP.

2.7.4 The Applicant shall submit its Bid in the form and manner specified in this RFP.

2.7.5 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Sr. No.	Key Personnel	Responsibilities
1	Team Leader	He will lead, co-ordinate and supervise the multi-disciplinary team for preparation of the Feasibility Report
2	Transportation Expert	He will be responsible for assessment of vehicular traffic forecast for the project and suggesting broad layout and planning, finalizing the design parameters project facilities and services
3	Engineer/Architect / Urban Planner/ Urban Designer	He will be responsible for Conceptualizing, detailing the project in coordination with the transport expert and City master plan with due consideration to the local requirements.

2.7.5.1 Except as RMC may otherwise agree, no changes shall be made in the Key Personnel.

If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, resignation, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 2.8 Site Visit and Verification of Information

Applicants are encouraged to submit their respective Bids after visiting the city and considering the city characteristics, bidder are advised to have stake holder consultations like city police department, Engineering association, Chamber of Commerce etc. after visiting the city ascertaining themselves for the proposed site conditions, traffic, location, surroundings, climate, access to the site, Applicable Laws and regulations or any other matter considered relevant by them.

## 2.9 Right to accept or reject any of Bids

Notwithstanding anything contained in this RFP Document, RMC reserves the right to accept or reject any Bid or to annul the Selection Process or reject all Bids at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

## **2.10 Amendment of RFP Document**

- 2.10.1 At any time prior to the Bid Due Date, RMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP Document by the issuance of Addenda posted on the RMC website: <https://www.rmc.gov.in> and <https://nprocure.com>
- 2.10.2 In order to provide the Applicants a reasonable time to examine the Addendum or for any other reason, RMC may, at its own discretion, extend the Bid Due Date.

## **2.11 Clarifications**

An Applicant requiring any clarification on the RFP Document may post their queries in the Rajkot email [trafficcell@rmc.gov.in](mailto:trafficcell@rmc.gov.in). The responses will be uploaded through RMC website <https://www.rmc.gov.in> as well <https://nprocure.com/rmc>. RMC will forward its responses, at its sole discretion, to all the Registered Applicants and would include a description of the enquiry and the response of RMC without identifying the source of the enquiry.

(Note: Please visit <https://nprocure.com/rmc> for any final updates. This website, not the RMC website, will be used for final updates)

## **2.12 Earnest Money Deposit**

- 2.12.1 The Applicant shall furnish, as part of his Bid, a Bid Security of the value Rs.50,000/- (Fifty Thousand) for the particular work. This Bid Security shall be in favour of "Rajkot Municipal Corporation- Rajkot", and shall be payable in the form of a Demand Draft.
- 2.12.2 Refund of EMD of unsuccessful Applicants who fail to qualify the eligibility / technical evaluation shall be initiated within 60 days of their rejection. For all Applicants who qualify and their financial bids are opened the refund of EMD of all unsuccessful Applicants shall be initiated within 60 days of opening of the financial bid.
- 2.12.3 Any Bid not accompanied by the Earnest Money Deposit shall be rejected by the Authority as non-responsive.

## **2.13 Bid Due Date**

- 2.13.1 The bids shall be submitted before the Bid Due Date.
- 2.13.2 RMC may, in exceptional circumstances, and at its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum in accordance with Clause-2.10.1, uniformly for all Applicants.

## SECTION 3.CRITERIA FOR EVALUATION

### 3.1 Eligibility Criteria for Applicants

3.1.1 The Applicant shall be evaluated in two stages

1.) Technical-qualification stage

2.) Evaluation of Financial Bids

**3.1.2** The Applicants fulfilling technical qualification criteria shall be shortlisted for further financial evaluation stage. The Applicant should be fulfilling the following conditions and must also submit documentary evidence in support of fulfilment of these conditions while submitting the technical bid. **Bid from Consortium/Joint Venture is allowed, limited to two companies as partners.**

(Note- In case of Bidding firm is formed with Joint venture with another partner firm, then the lead partner shall have majority stake, not less than 60% in joint venture and then only the experience of that particular JV consultancy firm can be counted for bidding.)

#### 3.1.3 Stage –I: Technical qualification Criteria for Applicants

##### (A.) Technical Capacity:

1. The Bidder shall be a company incorporated in India under the Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate.
2. Should have experience of at least One Consultancy Service involving Preparation of DPR, Demand estimation, feasibility studies, for Multi-level Car Parking as standalone or with other infrastructure project with cumulative ECS of minimum 300 ECS in last 10 years in India or abroad. Ongoing projects, having reached progress more than 80% shall be considered for evaluation provided a letter of satisfaction is produced from the employer.
3. Should have experience of at least One consultancy service in Preparation of conceptual plans for Infrastructure Project cost of at least single project for Rs. 3 crores or more.

##### (B.) Financial Capacity:

1. The Applicant shall have a Minimum Average Annual Turnover of Rs. 10 crore (Rupees Ten Crores) as Professional Fees Received from Consultancy Services in the last 3 (three) financial years preceding the PDD.
2. The Bidder should have a positive net worth as on the closure of the previous financial year.

##### (C.) Availability of Key Personnel:

The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-Clause (D) below.

##### (D.) Conditions of Eligibility for Key Personnel:

Sl No.	Key Personnel	Educational Qualification & Experience
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SI No.	Key Personnel	Educational Qualification & Experience
1	Team Leader cum PPP Expert	Graduate in Engineering and Post Graduate in MBA Finance or Equivalent with 05 Years of experience.  He/She should have experience in feasibility studies, Bid process management for consultancy projects involving financial modelling and transaction structuring
2	Transport / Traffic Planner	Graduation in engineering in any discipline and Post Graduate in Traffic/Transport Engineering/ Planning or equivalent in any field with 05 years of experience  He/She Should have worked as Traffic/ Transportation Engineer / Planner for at least three Assignments involving traffic study
3	Engineer / Architect/ Urban Planner / Urban Designer	Graduation in Engineering / Architect and Post Graduate in Urban Planning /Urban Designing / M. Arch. with 03 years of experience  He/She Should have worked as Engineer/Urban Planner/ Urban Design for at least Three assignments for Preparation of conceptual/master plans for infrastructure project

### 3.2 Evaluation of Technical Bids

3.2.1 The Technical Bid of the Applicant will be evaluated on the basis of Applicant's experience and the experience of Key Personnel.

3.2.2 To facilitate evaluation of Bids, RMC, at its sole discretion, may seek clarifications through writing from any Applicant regarding its Bid submissions. Such clarifications shall be provided within the time specified by RMC, as the case may be, for this purpose. Any request for clarifications shall be through e- mail only.

3.2.3 If an Applicant does not provide clarifications sought under Sub-Clause-3.1.2 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, RMC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation.

3.2.4 The Technical Bids will be evaluated on the basis of the following parameters:

Sr. No	Description	Maximum Marks
A	Technical Capacity in past 10 (TEN) Financial years preceding to due date of Bid.	40
B	Qualification and Experience of Relevant Key Personnel.	30
C	Financial Capacity in the last 3 (three) financial years preceding the due date of Bid.	5
D	Approach and Methodology	25
<b>Total</b>		<b>100</b>

3.2.5 In support of meeting the Technical Capacity requirement, the Applicant shall submit the following documents:

- a. Certificates issued by clients, work orders, certificate from statutory auditors in respect of executed works/assignments, if completion certificates from the clients are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant that the project was completed to the satisfaction of the client (with details of client with verification). The consultants shall arrange the visit of officers/ officials to successfully completed / ongoing project in or outside India.
- b. The specific details of the nature of works (consultancy provided for) must be given.
- c. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
- d. RMC requires at least Certificates from Clients and Certificates from Statutory Auditors in cases of non-disclosure agreements, together with a copy of the work order. The Municipal Commissioner of RMC may make the final decision for this.

3.2.6 The scoring criteria to be used in the detailed technical evaluation are as tabulated below: -

Sr. No	Qualification Criteria		Marks Allotted	Maximum Marks
<b>A</b>	Technical Capacity in past 10 (TEN) Financial years Preceding to due date of Bid.			<b>40</b>
<b>A1</b>	Preparation of conceptual plans for infrastructure project cost of at least single project for Rs. 30 crores		<b>15</b>	
	i. 1 to 3 Projects – 5 marks		5	
	ii. More than 3 upto 7 Projects – 10 Marks		10	
	iii. More than 7 projects – 15 marks		15	
<b>A2</b>	Preparation of DPR, Demand estimation, feasibility studies, for Multi-level Car Parking as standalone or with other infrastructure project		<b>15</b>	
	i. 25 to 50 ECS		5	
	ii. 51-100 ECS		10	
	iii. More than 100 ECS		15	
<b>A3</b>	Experience for providing consultancy services for Multi-level Car parking / parking cum commercial project/ commercial urban infrastructure projects in last 10 years		<b>10</b>	
	i. Minimum 3 Projects – 5 marks		5	
	ii. More than 3 projects – 10 Marks		10	
<b>B</b>	<b>Experience of Relevant Key Personnel</b>			<b>30</b>
Sr. No	Relevant Key Personnel	Minimum Eligibility	Marks Allotted	Maximum Marks
B1	Team Leader	Total Work Experience: <ul style="list-style-type: none"> <li>Minimum 03 upto years – 3 marks</li> <li>More than 05 years -6 marks</li> </ul>	15	

		Experience in feasibility studies, bid process management for consultancy projects involving financial modelling and transaction structuring <ul style="list-style-type: none"> <li>• Minimum 1 project – 3 marks</li> <li>• For 2 projects – 5 marks</li> <li>• For 3 or more than 3 Projects -9 marks</li> </ul>		
B2	Transportation Expert	Total Work Experience: 01 year to 03 years – 1 mark 03 to 05 years or more –3 Marks  Experience in Assignments involving traffic study/Transportation <ul style="list-style-type: none"> <li>• Minimum 1 project - 1 mark</li> <li>• For 2 projects – 3 marks</li> <li>• More than 2 projects – 5 marks</li> </ul>	8	
B3	Engineer/Architect / Urban Planner/ Urban Designer	Total Work Experience: <ul style="list-style-type: none"> <li>• Minimum 02 years of experience – 1 mark</li> <li>• More than 02 years of experience – 2 marks</li> </ul> Experience in Preparation of conceptual plans for infrastructure project <ul style="list-style-type: none"> <li>• Minimum 1 project – 2 marks</li> <li>• For 2 projects - 3 marks</li> <li>• More than 2 projects – 5 marks</li> </ul>	7	
C	<b>Average Professional Fees of Rs. 10 crores received during last 3 financial years.</b> <ul style="list-style-type: none"> <li>• Upto Rs. 09.99 crores – 2 marks</li> <li>• 10 or More than 10 crores - 5 marks</li> </ul>			5
D	<b>Approach and Methodology (including Presentation)</b>			25
	<b>Total</b>			<b>100</b>

3.2.7 Only those Applicants who secure a score of 60 (Sixty) marks or more out of 100 (One Hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.2.8 After the technical evaluation, the Authority shall publish a list of pre-qualified and shortlisted Applicants for opening of their Financial Bids. Other Applicants may be informed of their Bids have been unsuccessful through e-tender Portal. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The Financial evaluation and final ranking of the Bids shall be carried out in terms of Clauses 3.3 and 3.4.

### 3.3 Short-listing of Applicants

3.3.1 The Applicants qualified as aforesaid will be eligible for financial evaluation. However, if the number of such pre-qualified Applicants is one only, the tender will be recalled. In the second attempt of calling tenders, the financial bids shall be evaluated in case, even if, less than two valid pre-qualified applicants are received.

### 3.4 Evaluation of Financial Bid

- 3.4.1 After short listing and opening of Financial Bids, financial evaluation of Financial Bids shall be carried out and the financial score (SF) will be assigned to each bidder.
- 3.4.2 The bidder shall have to quote fees as lumpsum fees, for the consultancy. The quoted fees shall be inclusive of all taxes, duties, levies etc. (including GST.) The quoted rates shall be with 2 (two) decimals.
- 3.4.3 The fees shall be quoted in the “Financial Bid section” of the portal. Significant lack of clarity on any cost of item as called for above could lead to the bid being rejected, if it hinders a uniform evaluation process, even if the bid meets all other bidding and technical criteria.
- 3.4.4 The bid with the lowest quoted price will be awarded 100 points. Financial scores (SF) of other Applicant/applicants shall be inversely proportional to their quoted prices. The Formula used to calculate the financial scores will be:

$$SF = 100 \times F_m / F$$

Where

SF = the Financial Score.

$F_m$  = the amount of the lowest price Bid.

F = the amount of the Financial Bid.

- 3.4.5 RMC will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the quoted price shall be that of the Consultant.

### 3.5 Combined and final Evaluation

- 3.5.1 Bids for individual will be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score for respective Group, TW and FW are weights assigned to Technical Bid and Financial Bid, which shall be 0.70 and 0.30 respectively.

- 3.5.2 Combined Score for each bidder shall be worked out / finalized. Thereafter Work will be awarded to the Bidder having secured Highest Combined Score.
- 3.5.3 The Selected Applicant(s) as per combine and final evaluation will be considered for award of work if the financial offer is per se reasonable to RMC. The final decision for award of projects shall be at sole discretion of RMC.
- 3.5.4 In case the Selected Applicants withdraws, or fails to comply with the aforesaid requirements, RMC reserves the right to consider the next best Applicant/s, or take any other measure as may be deemed fit in the sole discretion of the RMC, including annulment of the Selection Process.

## **SECTION 4. TERMS OF REFERENCE**

### **4.1 General**

- 4.1.1 RMC seeks the services of qualified firms for preparing Technical Feasibility Report and Concept Plan along with Financial Feasibility (Business Plan) and Bid Process Management for the appointment of Developer for the development of Multi-Level Parking. For details PI see Ref 4.2.1 Part- 1.
- 4.1.2 RMC has developed pay and parking lots at various locations as per the list attached. Additionally, it is responsibility of the consultant to find the right sites for multi-level parking, which may be as self-sustaining projects. The consultant may devise a model wherein the developers may provide area for commercial development and operations under a suitable agreement towards operations and management of the project or model involving In house capital expenditure or on PPP mode or may be the mode which suits the best.
- 4.1.3 The Consultant shall assist RMC in selection of prospective developers for the proposed sites. The services under this task shall include providing technical inputs for preparation of bid documents and evaluating the conceptual designs/ Technical Bid submitted by the prospective developers.
- 4.1.4 The Consultant shall be guided in its assignment by the required Manuals and standards and any other such document that RMC may suggest. The Consultant shall be responsible for preparing Bid Documents including the Technical Schedules of the Concession Agreement.
- 4.1.5 The Consultant shall assist RMC by furnishing clarifications as required for financial evaluation of the conceptual plans, business plans and Bid Documents.
- 4.1.6 The Consultant shall also participate in the pre-bid conference with the Applicants and manage the process of Bid on behalf of RMC in normalizing the technical and financial aspects of the project including the Technical and Financial Feasibility Report, concept plan and Bid Process Management.

### **4.2 General**

The Scope of services shall comprise the following, but not limited to:

#### **4.2.1 Part I – Diagnostic Survey of all sites and selection of few sites for further development**

The consultants shall make a diagnostic study of all sites given in annexure and based on suitable analysis and in consultation with RMC officials, select at least 3 sites, one site for each of three zones, for further development, i.e. for undertaking scope of work as per Part II.

#### **4.2.2 Part II – Preparation of DPR for the selected sites only**

- 4.2.2.1 Review: of previous reports/drawing/data if available any
- 4.2.2.2 **Parking Demand Assessment:** The consultant shall carry out required traffic surveys for assessment of parking demand at the site. Estimate demand in terms of number of vehicles for time horizons of 25 years. For this Demand Assessment Agencies/Bidder are suggested to meet and discuss other stake holders of the city like Department of traffic police, Road Transport Department etc. and can avail the required assistance if required.
- 4.2.2.3 **Traffic Integration Plan:** The consultant shall develop suitable traffic integration plan for the parking facility. A proper traffic impact assessment study using micro simulation tools such as Vissim, Aimsun etc. or similar simulation tools, shall be conducted to determine expected tight spots and traffic congestion points in the transport network of proposed locations considering proposed circulation plan and infrastructure provisions and also taking into account the future traffic load. The model shall



be built by collecting necessary traffic data (traffic volume counts, intersection counts, speed studies) and calibrated as per industry standards. Various traffic simulation scenarios shall be run to develop and evaluate alternative traffic improvement schemes.

- 4.2.2.4 **Technology specification** :The consultant shall recommend in its Proposal ,the Technology viz. conventional ramp based/mechanized MLP including number of ECS, area per ECS, dimensions of the parking bay/ slot, average dimension of the car, number of underground levels, floor plans for each level, maximum depth of the construction, maximum height of the total parking structure, maximum clear height of each basement, maximum and average retrieval time of a vehicle in the parking structure, number of entry and exit bays, number of car lifts, details and specifications of ramp as per the technology.
- 4.2.2.5 **Studies, Surveys and Investigations:** The Consultant shall carry out a detailed survey of the site/city and the surrounding areas to prepare accurate site plans. A report shall be prepared on topographic survey along with the photographs of important locations. For this purpose, Agency/ Bidder may consider areas falling under RUDA (Rajkot Urban Development Authority) for further calculation.
- 4.2.2.6 **Assessment of Development control norms:** The consultant shall assess the city master plan, Local Building bye laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission FSI etc., for the proposed site; Details of similar commercial developments in the vicinity/city; Commercial development at the Parking site, if essential for sustainability of the Project. Hence, the Consultant shall assess and recommend optimum commercial space in the Project. However, any such commercial development should be able to co-exist with the parking and surrounding areas of the identified site in a complementary and harmonious manner.
- 4.2.2.7 **Concept Plans of the project:** The consultant shall prepare detailed conceptual plans and elevations according to development norms applicable to the project. The requirements of pedestrians and physically disabled persons are to be specially taken care of.
- 4.2.2.8 **Project cost & time:** Preparation of indicative Cost Estimates and Estimated time for completion of Project.
- 4.2.2.9 **Assessment of commercial potential for the project (market assessment):** The consultant shall do a detailed assessment of commercial potential in terms of market size, product mix and rentals that may be plausible at the project site.
- 4.2.2.10 **Tariff Assessment:** The consultant shall analyze the tariffs charged across cities for parking at identified sites. The tariff structure shall be designed in such a manner so as to optimize parking revenues. The final decision in this regard shall be taken by Rajkot Municipal Corporation.
- 4.2.2.11 **Protect Structuring:** Based on the outputs of feasibility study and for finalizing suitable project structure, optimal risk allocation to the stakeholders including the operator, government agencies and users' needs to be ascertained.
- (a) An evaluation of the various options of contractual structures including analysis of the merits and demerits of each of them,
  - (b) Based on the analysis and discussions with the client, a suitable option needs to be recommended. (Clause no 4.1.2)

- 4.2.2.12 the principles of contracting, detailing the roles and responsibilities to be formulated based on the approved project structure.
- 4.2.2.13 **Financial Analysis:** The consultant shall prepare the financial model for development of the project and carry out the financial feasibility assessment for the project.
- 4.2.2.14 **Operation and maintenance strategy for the redevelopment/development area of the project**
- 4.2.2.15 **Risk Assessment of the project.**
- 4.2.2.16 **Selection of Business Development Model:** Based on financial assessment and risk assessment the consultant shall suggest the best fit project structure.

The DPR will be approved by Rajkot Municipal Corporation (RMC) and upon approval of DPR from RMC; following services will have to be provided:

#### **4.2.3 Part III - Bid process management and selection of Developer**

- 4.2.3.1 Preparation of Bid Documents (Request for Proposal) including Instructions to Applicants, Project Information Memorandum and Draft Development/Concession Agreement.
- 4.2.3.2 Determining the pre-qualification, technical and financial evaluation criteria.
- 4.2.3.3 Preparation of various Technical Schedules of the Development Agreement.
- 4.2.3.4 Preparation of Legally Vetted bidding documents.
- 4.2.3.5 Marketing of the Project.
- 4.2.3.6 Assisting the RMC in the entire bidding process (technical inputs) up to the signing of the Development/Concession Agreement;

The Applicants shall provide the list of specialists in various fields supported by middle/junior level professionals. It is expected that the consultant shall provide key personnel having requisite background and professional experience in the respective areas of specialization, except otherwise indicated vide Para 3.1.5.

The proposed team should comprise the following experts besides other technical and support staff.

All the CVs submitted should be clearly referenced

#### **4.3 Deliverables, Time Schedule and Payment Terms**

<b>Key Deliverable</b>	<b>Description</b>	<b>Timelines for Activities</b>	<b>Payment in % of Contract Value</b>
KD-1	Submission of Inception Report	Within 8 weeks from Date of commencement of Consultancy Assignment	10%
KD-2	Submission of Parking Demand Assessment Report	Within 5 weeks after KD-1	20%
KD-3	Submission and acceptance of Concept Plan Report	Within 3 weeks after KD-2	20%
KD-4	Submission and acceptance of Feasibility Report (including topography survey, Financial	Within 4 weeks after KD-3	25%

	Assessment) and Business Plan including suggested project structure		
KD-5	Submission and acceptance of Bid Documents i.e. Request For Proposal (RFP), Project Information Memorandum (PIM) & Draft Agreement.	Within 4 weeks after KD-4	10%
KD-6	Submission of Bid Evaluation Report	Within 2 weeks of opening of Technical Bid	5%
KD-7	Preparation of Development Agreement and Signing of Agreement with selected Developer	Within 2 weeks of issue of LOA by RMC	10%

The consultants have to submit 3(three) hard copies of all the above documents/reports etc along with the editable format in soft copy.

- The appointment of consultant shall be for the period of 12 (Twelve) months from the date of agreement signed between the Rajkot Municipal Corporation and the Consultant or the extended date as per the approval of Authority.
- The Consultant will be required to make a presentation before the competent authority of RMC within a week of submission of each of the above reports. The observations/ suggestions of competent authority will be incorporated in the next stage of submission.
- The consultants shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This will be followed by a presentation to the competent authority within a week, wherein, the competent authority and its members shall give their comments and suggestions in the form of feedback. Subsequently, the consultant will incorporate all such comments and suggestions in their next stage report.
- The timeline can be altering on the request of the consultant keeping in view the genuineness of the problem faced by the consultant for particular site. The bidding process for three times for each site shall have to be assisted. In such cases the consultants shall be paid on prorated basis.

#### **4.4 Performance Security**

- 4.4.1 As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) in favour of “Rajkot Municipal Corporation- Rajkot”, and shall be payable in the form of a Demand Draft for the amount of 5% of the contract price (Consultancy Fee).
- 4.4.2 The performance guarantee shall be delivered to the Corporation within ten (10) days of the notice of award and at least three (3) days before the contract agreement is signed unless otherwise specified by the RMC.
- 4.4.3 The Performance Security shall be for the entire project duration and shall be refunded after expiry of contract period/extended period provided there is no breach of contract on the part of consultant. The Final time period for the refund will be finalized by RMC.
- 4.4.4 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.

4.4.5 Performance Security amount in full or part may be forfeited in the following cases:

- When the terms and conditions of contract is breached.
- When the bidder fails to make complete supply services satisfactorily.
- Notice of reasonable time will be given in case of forfeiture of security deposit.

4.4.6 Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next lowest evaluated bidder or call for new bids.

#### **4.5 Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the bidder/ RMC.

#### **4.6 Liquidated Damages for Delay**

In case the consultant fails to complete the work within the stipulated period and no justifiable reasons are found for the delay, the consultant shall be liable to pay compensation for delay @ 0.5% of the total contract value per week (i.e. seven calendar days) of delay subject to maximum of 10% of the total contract value. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. Time taken by Authority for approval of reports etc., force majeure reasons and any other reasons beyond control of the consultant shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the Authority.

#### **4.7 Force Majeure**

4.7.1 Notwithstanding the provisions of contract, the bidder shall not be liable for forfeiture of its Performance Security, or termination for default, if any to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

4.7.2 For purposes of this clauses, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

4.7.3 If a Force Majeure situation arises, the bidder shall promptly notify the RMC in writing of such conditions and the cause thereof. Unless otherwise directed by the RMC in writing the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.

4.7.4 RMC may terminate this contract, by giving a written notice of minimum 30 days to the bidder being unable to perform a material portion of the services for a period of more than 60 days.

#### **4.8 Termination for insolvency**

4.8.1 RMC may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the RMC.

#### **4.9 Termination for Convenience**

4.9.1 RMC may, by written notice to the bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the convenience of RMC to the extent to which performance of work under the contract is performed till such termination becomes effective. However, the payment shall be released to the extent to which performance of work executed as determined by RMC till the date upon which such termination becomes effective.

4.9.2 RMC shall pay the bidder up to the last milestones achieved, as per the specified payment schedule.

#### **4.10 Settlement of Dispute**

##### **4.10.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

##### **4.10.2 Dispute resolution**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 4.11.

4.10.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non- privileged records, information and data pertaining to any Dispute

#### **4.11 Arbitration**

In the event of any Dispute between the Parties arising during course of execution, the matter should be referred to municipal commissioner who will be sole Conciliator/ Arbitrator whose decision will be final and binding to the contractor.

The word “Arbitration” or “Arbitration Clause “whenever mentioned in this RFP, is to be referred an order bearing No. RMC/Legal/1858 dated 18-02-2017 of legal Department of Rajkot Municipal Corporation is provided separately if required, which order, will hereafter referred and taken into consideration for Arbitration related purpose.

## **APPENDIX – I: FORMATS FOR TECHNICAL BID**

## FORM 1: FORMAT FOR LETTER OF BID

[On the Letter head of the Applicant)

Date

To

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

Ref:

Dear Sir,

1. With reference to your RFP Document dated \_\_\_\_\_, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for selection for "Consultancy Services for Preparation of Feasibility Report and Transaction Advisory Services for Development of Multi-Level Parking (MLP) as per your RFP documents.
2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.
4. I/We shall make available to the RMC any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the RMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the RMC;
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for Bid issued by or any agreement entered into with the RMC or any other public sector enterprise or any government, Central or State; and
  - c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a

regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.

9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the RMC [and/ or the Government of Gujarat] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Study.
12. The Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of a crossed demand draft prescribed in this RFP document and proof is here by attached, in accordance with the RFP document.
13. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if bid is not opened or rejected.
14. I/We agree to keep this offer valid for 120 (One hundred Twenty) days from the Bid Due Date specified in the RFP.
15. A Power of Attorney in favor of the authorized signatory to sign and submit this Bid and documents is attached herewith in Form 2.
16. In the event of our firm being selected as the Consultant, I/we agree to abide by the terms & conditions of the assignment as finalized.
17. I/We have studied RFP and all other documents carefully and also surveyed the Study site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the RMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Bid is being submitted in a separate cover. This Technical Bid read with the Financial Bid shall constitute the Application which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. I/we hereby unconditionally accept the tender conditions of RMC's tender documents in its entirety for the above work.
20. The contents of RFP document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates if any) in the tender document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and RMC shall without prejudice to any other right or remedy be at liberty to forfeit of the earnest money submitted to RMC for this work.



21. That, I/We declare that I/We have not paid and will not pay any bribe to any employee of RMC for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any employee of RMC asks for bribe / gratification, I will immediately report it to the Appropriate Authority in RMC.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**FORM 1 (A): PARTICULAR OF THE APPLICANT**

(On the Letterhead of the Consultant)

1. Name of the Applicant:
- 2 Status of Applicant:  
(Sole Proprietor / Partnership / Pvt. Ltd Co. / Ltd. Co.)
- 3 Address of the Office(s):
- 4 Date of incorporation and/or commencement of business:
- 5 Details of individual(s) who will serve as the point of contact /communication for RMC with the Applicant:
  - i. Name:
  - ii. Designation :
  - iii. Company/Firm :
  - iv. Address :
  - v. Telephone number:
  - vi. E-mail address:
  - vii. Fax number :
  - viii. Mobile number:
  - ix. Date:

(Signature, name and designation of the authorized signatory)

- Necessary Documentary Proof i.e., Certificate from Banker (in case of Proprietor Ship, Copy of Partnership Deed in case of Partnership firm and Certificate of Incorporation in case of Pvt Ltd and Ltd Co. is required

## FORM-2: POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we, \_\_\_\_\_ (name of Firm and address Of the registered office) do hereby constitute, nominate, appoint and authorize Mr./MS \_\_\_\_\_ son/daughter/wife \_\_\_\_\_ and recently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as the Consultant including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the RMC, representing us in all matters before the RMC, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the RMC in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us till the entering into of the Agreement with RMC.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

For \_\_\_\_\_

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

\_\_\_\_\_

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

### Notes to Power of Attorney:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in

accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.300 (Three hundred) and duly notarized by a notary public.

- II. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- III. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate

### FORM 3: ELIGIBLE ASSIGNMENT OF CONCEPT

APPLICANT'S EXPERIENCE IN PREPARATION OF CONCEPTUAL PLANS FOR INFRASTRUCTURE PROJECT HAVING COST OF AT LEAST SINGLE PROJECT FOR RS. 3 CRORES

Project Name:	
Project Location:	Professional Services provided by the firm:
Name of Client:	No. of person months of professional staff by the firm:
Address:	Professional staff provided by firm/entity:
Project Cost:	Project Fees:
Start Date (Month/Year): Completion Date (Month / Year):	No. of person months of professional staff by associated firms/consultants:
Names of Associated Firms /Consultants, if any:	Status of the firm in the association/ consortium:
Narrative Description of Project:	
Description of actual services provided:	

**Note:**

- I. In support of the information, copies of completion certificates issued by clients must be enclosed and properly referenced with Page no. indicated in the format. The work orders shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of work/assignment carried out by the Consultant, amount already received and date of submission of final bill to the client.
- II. The specific details of the nature of works (consultancy provided for) must be given.
- III. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
- IV. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.

#### FORM 4: ELIGIBLE ASSIGNMENT OF MLCP

APPLICANT'S EXPERIENCE IN CONSULTANCY SERVICE INVOLVING PREPARATION OF DPR, DEMAND ESTIMATION, FEASIBILITY STUDIES, FOR MULTI-LEVEL CAR PARKING AS STANDALONE OR WITH OTHER INFRASTRUCTURE PROJECT WITH CUMULATIVE ECS AS MENTIONED IN TABLE 3.2.6

Project Name:	
Project Location:	Professional Services provided by the firm:
Name of Client:	No. of person months of professional staff by the firm:
Address:	Professional staff provided by firm/entity:
Project Cost:	No of ECS:
Start Date (Month/Year): Completion Date (Month / Year):	No. of person months of professional staff by associated firms/consultants:
Names of Associated Firms /Consultants, if any:	Status of the firm in the association/ consortium:
Narrative Description of Project:	
Description of actual services provided:	

**Note:**

- I. In support of the information, copies of completion certificates issued by clients must be enclosed and properly referenced with Page no. indicated in the format. The work orders shall also be submitted and properly referenced. In respect of executed works/assignments, if completion certificates are not available, the bidder should enclose a certificate, for each of the work/assignment, duly countersigned by a chartered accountant, indicating the details of the project, nature of work/assignment carried out by the Consultant, amount already received and date of submission of final bill to the client.
- II. The specific details of the nature of works (consultancy provided for) must be given.
- III. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.
- IV. All the documents must be clearly numbered and the reference page no. should be provided in the format. Documents not numbered and/or not referenced properly shall not be considered for evaluation.

**FORM 5: PARTICULARS OF KEY PERSONNEL**

The Consultant shall propose team consisting of staff / experts to take care of all aspects of the assignment as prescribed in the RFP.

Sr. No	Name of Key Professional	Educational Qualification	Area of Expertise	Experience in No of years	Task Assigned in the Present firm	No of eligible assignment
1	Team Leader					
2	Transportation Expert					
3	Engineer / Architect / Urban Planner / Urban Designer					

(Signature, name and designation of the authorized signatory)

## FORM 6: CV OF KEY PERSONNEL

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  

Name of Project	Description of responsibilities
-----------------	---------------------------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.

### Certification:

- i. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- ii. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key Personnel)

Place \_\_\_\_\_

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

### Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the Study- wise details submitted in Form-8 (C) of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.



**FORM 7: FINANCIAL CAPACITY OF APPLICANT**

Sr. No	Financial Year	Average Revenue (Professional Fee) (Rs. In CR)
1	2020-21	
2	2021-22	
3	2022-23	

Certificate from the Chartered Accountant

Based on its books of accounts and other published information authenticated by it, This is to certify that \_\_\_\_\_ (Name of the Applicant) has received the payments shown above against the respective years on account of professional Fees shown above as on closing of each Financial Year.

Name of Audit Firm:

Seal of Audit firm:

Date:

UDIN:

Signature, name & designation of authorized signatory.

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that audits the annual accounts of the Applicant.

**NOTE:** In case the annual accounts for the last financial year i.e. 2022-23 are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the Statutory Auditor/ Chartered Accountant. In such a case, the Bidder shall provide the annual turnover reports for the financial year preceding the latest financial year for which the audited annual report is not being provided i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.

## **CONDITIONS OF EMPANELMENT OF CONTRACT**

The operating clauses would emerge from the technical and financial processes finalized with the EMPANELLED CONSULTANTS selected for the project. In addition, the empanelment contract will inter-alia includes the following terms:

1. Definitions: In the Empanelment Contract, the following terms shall be interpreted as indicated: “RMC” means the Rajkot Municipal Corporation, Rajkot or any other authorized representative of the RMC. The “Contract” means the empanelment agreement entered into between the RMC and the EMPANELLED CONSULTING FIRM as recorded in the Contract Form signed by the RMC and the EMPANELLED CONSULTING FIRM, including all attachments and annexure thereto and all documents incorporated by reference therein.
2. Deliverables: The Deliverables of the project would be as per details given in the Deliverables Section 4 clause 4.3 of this document. The final list of Deliverables would be finalized during contract negotiation with the selected Consultant.
3. Time Schedule: The empanelment shall be valid for a time period of Twelve Months from the date of Notification of the empanelment.
4. Payment Terms and Schedule: The payment terms are explained in the Payment Terms sub- section 4 clause 4.3. A pre receipted bill in triplicate (for the audit and independent monitoring) shall be submitted as per the schedule mentioned in the RFP.

Mode of billing and payment:

Billing and payments in respect of the Services shall be made as follows: -

- (i) 50% of each deliverable shall be released once it is submitted; while 25% will be released once it's approved from the RMC or within 1 months of submission, whichever is earlier.
- (ii) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage, and
- (iii) The Authority shall pay to the Consultant, only the undisputed amount.
- (iv) The final payment under this Clause 4.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant Specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.

(v) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

5. The Consulting Firm shall indemnify RMC against all third-party claims arising out of a court order for infringement of patent, trademark/ copy right arising from the use of the supplied services or any part thereof. Either party will accept liability without limit (1) for death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have at law.
- a. The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the Consulting Firm to RMC/State government or any other organizations.
  - b. Notwithstanding anything to the contrary in the work order, in no event will the consulting firm be liable to RMC, whether a claim be in tort, contract or otherwise; (a) for any amount in excess of 100% of total professional fees payable for the respective project.
  - c. No action regardless of form, arising out of this Contract, may be brought by either party; more than 1 year (one year) after the cause of action has accrued.
  - d. A period of 5 years from the date of completion of work shall be the Limitation of liability period for the said project.

6. Progress of the Project;

Progress of the project may be intimated in writing to RMC on monthly basis or and whenever RMC required and asks agency to submit the same.

7. Confidentiality:

- a. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties.

These restrictions will not apply to any information which:

- i) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- ii) is acquired from a third party who owes no obligation of confidentiality in respect of the information; or

- b. Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third parties to the extent that this is required by any law or statute and under order of any tribunal or court. Duty or requirement to disclose, provided that in the case of sub- Clause(ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party
- c. Without prejudice to the foregoing provision of this Clause above Consulting Firm may cite the performance of the services to clients and projective clients as an indication of its Experience
- d. The Consulting Firm shall not, without RMC prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the Consulting Firm in the performance of the work order.
- e. The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

8. Miscellaneous terms & Conditions:

- a. The end product of the work assignment carried out by the Consulting Firm, in any form will be the sole property of RMC.
- b. The Consulting Firm shall not outsource the work to any other associate / franchisee / third party under any circumstances without the prior approval of RMC.
- c. The Consulting Firm shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The CONSULTING FIRM shall always act, in respect of any matter relating to this Contract, as faithful advisors to RMC and shall at all times, support and safeguard RMC's legitimate interests.
- d. The CONSULTING FIRM automatically agrees with RMC for honoring all aspects of fair-trade practices in executing the work orders placed by RMC.
- e. In the event the Consulting Firm or the concerned Division of the company is taken over /bought over by another company, all the obligations under the agreement with RMC should be passed on the compliance by the new company new Division in the negotiation for their transfer.
- f. The CONSULTING FIRM must obtain required insurance as per the government rules and regulations.

9. Liquidated Damages:

Liquidated Damages for error/variation:

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the

consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

#### Liquidated Damages for delay:

In case of delay in completion of Services for each Stage as specified in the Proposed Deliverables, Timeframe and Terms of Payment, Clause 4.3 of section 4 of the RFP, liquidated damages not exceeding an amount equal to 0.5% (zero-point one percent) of the Agreement

Value per week (i.e. seven calendar days) of delay subject to maximum of 10% of the total of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### 10. Force Majeure

- a. Force majeure clause shall mean and be limited to the following in the execution of the contract placed by RMC:
  - War / hostilities
  - Riot or Civil commotion or Corona Like pandemic diseases
  - Earth quake, flood, tempest, lightning or other natural physical disaster
  - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the CONSULTING FIRM, which prevent or delay the execution of the order by the CONSULTING FIRM.
- b. The CONSULTING FIRM shall advise RMC in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, RMC reserve the right to cancel the Contract without any obligation to compensate the CONSULTING FIRM in any manner for what so ever reason, subject to the provision of clause mentioned.

#### 11. Applicable Law:

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing

#### 12. Refund of EMD and Submission of BG

The Earnest Money Deposit (EMD) will be refunded as follows.

- i. In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within 60 days of rejection.

- ii. For all Applicants who qualify and their financial bids are opened the refund of EMD of all unsuccessful Applicants shall be processed within 60 days of opening of the financial bid.
- iii. For the Consultant selected for empanelment, the EMD will be refunded subsequent to submission of Performance Guarantee and subject to acceptance of the terms and conditions mentioned in the RFP.

On signing the CONSULTING FIRM Contract with the RMC, the CONSULTING FIRM shall submit a Performance Guarantee of 5% (Five percent) in the form of crossed demand draft of the contract value to the RMC.

13. Forfeiture of Earnest Money Deposit:

The EMD submitted for empanelment can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Bidder, if the Bidder fails to sign the Contract within the time stipulated by RMC

14. The bidder is required to commit to maintain the number and the professional level of resources deployed as indicated in response to clause 2.8.5 of the RFP.

15. In case of where bidder have innumerable IPR (intellectual Property Rights) at the time of bidding or at the stage of finalization of work order, consultant need to provide list /details of all pre-existing IPRS which it intends to use for this work. All the clarity regarding these IPR to be done before execution of actual work.

**Annexure - Table- 2 Present Pay and Park list**

(For the purpose of MLP the bidder may skip the Under-Bridge parking site.)

Sr. No	Parking Site	Parking Area	Type of Parking
1	K.K.V Circle to Indira Circle Flyover East Side Part-2	1300	UNDER BRIDGE
2	K.K.V Circle to Indira Circle Flyover West Side Part-5	1300	UNDER BRIDGE
3	K.K.V Circle to Big Bazar Flyover West Side Part-6	1100	UNDER BRIDGE
4	K.K.V Circle to Big Bazar Flyover East Side Part-1	875	UNDER BRIDGE
5	Indira Circle to Raiya Telephone Exchange Flyover East Side Part-3	1950	UNDER BRIDGE
6	Indira Circle to Raiya Telephone Exchange Flyover West Side Part-4	1950	UNDER BRIDGE
7	Mavdi Chokdi to Gondal Road chokdi Flyover East Side Part-1	765	UNDER BRIDGE
8	Mavdi Chokdi to Nanamava Road chokdi Flyover East Side Part-2	765	UNDER BRIDGE
9	Mavdi Chokdi to Nanamava Road chokdi Flyover West Side Part-3	765	UNDER BRIDGE
10	Mavdi Chokdi to Gondal Road chokdi Flyover West Side Part-4	765	UNDER BRIDGE
11	Raiya Chokdi to Indira Circle Flyover East Side Part-1	765	UNDER BRIDGE
12	Raiya Chokdi to Nanavati Chowk Flyover East Side Part-2	765	UNDER BRIDGE
13	Raiya Chokdi to Nanavati Chowk Flyover West Side Part-3	765	UNDER BRIDGE
14	Raiya Chokdi to Indira Circle Flyover West Side Part-4	765	UNDER BRIDGE
15	Sarveshwar Chowk	1225	ROAD SIDE PLOT
16	Trikon Baug	225	ROAD SIDE PLOT
17	Akhabhagat Chock	424	ROAD SIDE PLOT
18	Dhanrajani Building (Imperial Hotel) to Jilla Panchayat Chowk	1000	ON STREET
19	Madhav Parking, Kothariya Chowkdi	8195	PLOT PARKING
20	Homi Dastoor Marg	2900	ON STREET
21	Open Plot Dhebar Road Part-3	1200	PLOT PARKING

22	Open Plot B/h Hudko Quarter	1650	PLOT PARKING
23	Under Bridge Gondal Road Near D-mart	6375	UNDER BRIDGE
24	Atmiya College to Crystall Mall	1727	ON STREET
25	Dhebar Road Corner Plot, Opp. Nagrik Bank Part-1	1200	PLOT PARKING
26	MochiBazzar Court to Petrol Pump till Road boundary	310	ON STREET
27	Alferd High School to Bhabha Hotel	190	ON STREET
28	Tanishka Tower to Malaviya Chowk	180	ON STREET
29	R.K.C Wall, Radhakrishna Road	165	ON STREET
30	Jubilee Vegetable Market	550	MC VEG MARKET
31	Open Plot Dhebar Road Part-2	525	PLOT PARKING
32	Open Plot Dhebar Road Part-4	425	PLOT PARKING
33	Open Plot, Govardhan Chowk, Near 150 Feet Ring Road	1250	PLOT PARKING
34	Pardi Road Open Plot, Near Community Hall	1615	PLOT PARKING
35	Open Plot Near Sterling Hospital	400	PLOT PARKING
36	Open Plot Near Satya sai Hospital Road	3300	PLOT PARKING
37	Open Plot, Near Purusarth Society	6500	PLOT PARKING
38	BRTS Route MadhaparChowkdi	323	ON STREET
39	BRTS Route Gondal Chowkdi	702	ON STREET
40	Harihar Chock Wokdo	As suggested from Road safety meeting	