

# Amdavad Municipal Corporation (AMC) Global Tender

### for

## Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)

Tender Ref No. :	AMC_Egov_2024_IT_02
Pre Bid Meeting:	09/08/2024 at 16:00 hrs
Last Date of Online Price Bid	27/08/2024 at 16:00 hrs
Submission:	(at https://tender.nprocure.com only)
Last Date of Physical Bid	27/08/2024 at 16:00 hrs
Submission:	
Tender Fee: (Non-Refundable)	Rs. 6,000 /- (Rupees Six Thousand only)
Bid Security EMD:	Rs. 16,00,000/- (Rupees Sixteen Lacs only)

#### **Invited By:**

**E-Governance Department** 

**Amdavad Municipal Corporation** 

Mahanagar Seva Sadan, Sardar Patel Bhavan,

Danapith, Ahmedabad, Gujarat – 380001



## **Notice Inviting Tender (NIT)**



## **Amdavad Municipal Corporation (AMC)**

#### **Global Tender**

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Detail & Tender available On	https://tender.nprocure.com & www.ahmedabadcity.gov.in	
AMC Office Address for Bid	Tender Officer,	
Submission	Central Record Department,	
	B-Block, Mezzanine Floor,	
	Amdavad Municipal Corporation, Mahanagar Seva Sadan,	
	Sardar Patel Bhavan, Danapith, Ahmedabad- 380001.	
Email	danapith@ahmedabadcity.gov.in	



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## 1. Terms of Reference

#### 1.1. Project Background

Ahmedabad is the second biggest trade center of Western India, Commercial Capital & Growth Engine of Gujarat State. Ahmedabad has the potential to become a globally competitive city if its urbanization can be leveraged to its full potential. The city of Ahmedabad is the largest city in in the state, with an estimated current (2026) population of 7 MN. Ahmedabad is projected to become the first mega city (i.e., population more than 10 MN) in Gujarat between 2025-30. The city area has spatially expanded from 161 sq.km in 1989 to 481 sq.km in 2024, in a concentric growth pattern centred around Sabarmati River, with a density around 14,450 people/sq.km.

Amdavad Municipal Corporation (AMC) has undertaken multiple IT initiatives as part of their overall e-Governance plan. To further strengthen their e-governance activities, the AMC invites quotation from global consultancy firms.

In the past, AMC has initiated numerous IT and transformative projects, including the smart city project, E-governance ERP, ITMS, riverfront and lakefront development, tax reforms, online services, and more. However, with the growing responsibilities and geographical spread, ensuring overall efficiency in day-to-day operations, AMC looking for consultancy services to implement an integrated IT approach, optimizing capacity utilization, improving operational efficiency, monitoring service performance and adoption of new and emerging IT technology for municipal services.

#### 1.2. Scope of Work

The consultant shall be responsible for assisting AMC in planning and implementation of various ICT and Smart City projects undertaken during the tenure. The consultant shall manage the citywide ICT project, report to AMC, and coordinate with various departments/ agencies/ stakeholders for ensuring smooth project implementation and meet the envisaged project objectives and goals. Further, consultants shall assist AMC to perform the following key tasks.

#### Track I: E-governance Projects of AMC

- a) Prepare IT vision and implementation roadmap for digital services of AMC.
- b) Develop IT operating model for AMC.
- c) Prepare policies and strategies for adaption of emerging IT technologies by AMC.
- d) Assist and support in enhancement of existing IT applications by study of application, requirement gaps analysis, process re-engineering, suggesting user friendly UI and reporting dashboards & strategic consultant for development activities being carried out by vendor.
- e) Assist in preparation of the techno functional requirements, request for proposal and bid management of the enhancement of existing IT initiatives if required.
- f) Support in planning and integration (through System Integrator) of the existing applications with other Central/State and AMC portals, if required



- g) Develop draft standard project monitoring framework to monitor progress of various activities and regular updating and monitoring through defined templates.
- h) Assist the department in preparing dashboards through SI.

#### **Track II: Smart City Projects of SCADL**

- i. Prepare strategic five-year plan document for smart city projects and SCADL-SPV
- ii. Develop tools for supervision and management of current projects
- iii. Prepare strategy for monetization of unutilized assets
- iv. Technical support in procurement process
- v. Provide advice and assistance in establishing partnerships and collaborations with national and international entities specializing in smart city domains.
- vi. Prepare roadmap for creating smart city innovation centre and mapping existing stakeholders from innovation and start up eco system.
- vii. Transaction advisory and technical support in successful implementation of the project.
- viii. Deployment of competent team of consultants

#### 1.3. Type of Work

Sr. No	Type of Work	Indicative Work Description
i.	Vision Roadmap and Targets	<ul> <li>Prepare vision for the next five years, while suggesting implementation, resource plan with specific timelines, milestones and responsibility matrix</li> <li>Determine the aspiration of the city and assess the appetite for developing.</li> <li>Identify requirements for changes in policies, plans and priorities for AMC.</li> <li>Develop SoPs, procedures, tools for implementation of plan.</li> <li>Prepare IT Vision of AMC with key policies and procedures.</li> <li>Define criteria for prioritizing projects and identifying quick wins (e.g., cost, ease of implementation, business impact, etc.).</li> </ul>
ii.	Requirements Mapping and	The consultants shall play a key role in assisting AMC into the following activities pertaining to existing and upcoming IT project requirements, but not limited to:  Project planning  Assist and support in preparing technology intervention plan for existing and new IT projects/initiatives,  Assist and support in management of business requirements related to changes to the solution scope,  To prepare roadmap for projects/ initiatives to be undertaken  Assessment of the existing ICT applications and infrastructure for identifying functional and technology gaps  Interviewing stakeholders for understanding their business requirements, key operational issues/challenges, areas for



Sr.	Type of	Indicative Work Description	
No	Work	improvements to be covered under the initiative,  Benchmarking study from strategy, process, people & technology perspective and prepare the report with recommendations to add value in the initiatives,  Compile and analyse the business requirements and offer technological and functional solution/ intervention along with interfacing with various Central/State departments, if needed be, to identify requirement,  Prepare implementation and risk mitigation plan,  Maintain requirement traceability matrix of existing Functional Requirement Specification (FRS) and new requirements in the system.  Solution design  Design high level proposed solution in line with identified functional and technology gaps and defining technology standards including security, scalability, interoperability,  Preparation of functional and technical requirements specifications for proposed solution and assist in deriving infrastructure requirements,  Preparation the procurement plan for the respective project,  Preparation of project implementation strategy and plan for the respective project  Preparation and infrastructure for the respective project,  Assistance in setup of helpdesk or call center solution as applicable for providing support to citizen for the respective project,  UI (User Interface) Design Support  Inputs on improving the overall UI friendliness, overall look and feel of all interfaces,	
iii.	Procurement Support for technical initiatives/ interventions	<ul> <li>Assisting in creating wireframes, storyboards, user flows, process flows and site maps,</li> <li>Assistance in preparation of Terms of Reference of appointment of Vendor for implementation,</li> <li>Assistance in preparation of 'Request for Proposal' (RFP) document,</li> <li>Assistance and support in bid process management, post publication of RFP including organizing pre-bid meeting, preparing minutes of pre-bid meeting, response to pre-bid observations/ queries, addendum/corrigendum,</li> <li>Assistance in technical evaluation of bid received and preparing technical evaluation report,</li> <li>Assistance in onboarding the Selected agency including preparation of draft of LOI or work order or contract between Selected agency and AMC.</li> </ul>	



Sr.	Type of	Indicative Work Description	
_	Work	maicative vvoik Description	
Sr. No iv.	Type of Work  Project  Management and Support	<ul> <li>Assistance in reviewing the overall project execution plan submitted by Vendor or SI</li> <li>Assistance in reviewing the project deliverables such as System Requirement Specifications (SRS), High-level design (HLD), Low-level design (LLD), Acceptance Test Cases and plan submitted by vendor or SI,</li> <li>Assistance in monitoring the work of vendor or SI and highlight deviations/issues and possible resolution of deviations/issues,</li> <li>Assistance in ensuring that the technology standards, guidelines &amp; frameworks are adhered to as per Government guidelines,</li> <li>Assistance in monitoring data migration of existing applications, if any, to the new platforms and ensure their integration with other applications as applicable</li> <li>Assistance in reviewing SLAs of various vendor or SI and prepare SLA compliance report,</li> <li>Assistance in Change Management and review of change requests submitted by Vendor or SI</li> <li>Assistance in functional testing of the application and coordination with Vendor or SI with AMC Feedbacks</li> <li>Assistance in overseeing the integration and system testing done by the Vendor or SI,</li> <li>Assistance in User Acceptance Testing (UAT) for the overall system ensuring requirements are developed/ customized by the Vendor or SI</li> <li>Assistance during joint reviews of project milestones of various phases of project execution</li> <li>Assistance in identifying ways to maximize the benefits reaching</li> </ul>	
		<ul> <li>the end users and other stakeholders,</li> <li>Assistance in coordinating and monitoring capacity building and training programs, which are to be conducted by respective vendor or SI for AMC stakeholders,</li> </ul>	
		<ul> <li>Preparation of project progress reports based on agreed cycle (weekly, fortnightly, monthly)</li> </ul>	
		<ul> <li>Assistance during handholding support between AMC and Vendor or SI</li> </ul>	



## 1.4. Team Composition & Qualification Requirements

#	Resource Designation	Minimum Experience	Role	Nos.	Requirement Duration in
		(In years)			Months
	E-Governance Projects				
1.	Project Manager - I	Principal Consultant	B.E/B.Tech + MBA - Professional Experience - at least 10 years of experience	1	36
2.	Senior IT Consultant	Sr Consultant	B.E/B.Tech + MBA - Professional Experience - at least 8 years of experience	1	36
3.	IT Consultant	Consultant	B.E/B.Tech - at least 3 years of experience	1	36
4.	IT Functional Consultant	Consultant	B.E/B.Tech - at least 3 years of experience e	1	36
5.	ICT / Network Expert (Telecom / CCTV network and connectivity)	Sr Consultant	B.E/B.Tech + MBA - Professional Experience - at least 6 years of experience	1	36
6.	IT Infrastructure/Data Centre Consultant	Consultant	B.E/B.Tech - at least 3 years of experience	1	36
7.	Procurement Consultant	Consultant	B.E/B.Tech - at least 3 years of experience	1	36
8.	Urban Expert	Sr Consultant	Bachelor + Master Degree in Urban Studies - Professional Experience - at least5 years of experience	1	36
9.	Municipal E-governance Consultant	Consultant	Bachelor + Master Degree in Urban Studies - Professional Experience of min 3 years in E-governance projects	1	36
10.	IT/ICT Expert (Mobile/Web Application, Software Development)	Consultant	B.E/B.Tech + MBA - Professional Experience in management of IT software projects – min 5 years	1	36
	Smart City Projects				
11.	Project Manager - II	Principal Consultant	B.E/B.Tech + MBA - Professional Experience - at least 10 years of experience	1	36
12.	Integrated Command Control Centre (ICCC) Expert	Sr Consultant	B.E/B.Tech + MBA - Professional Experience - at least 5 years of experience	1	36



#	Resource Designation	Minimum Experience (In years)	Role	Nos.	Requirement Duration in Months
13.	IT/ICT Expert (Mobile/Web Application, Software Development)	Sr Consultant	B.E/B.Tech + MBA - Professional Experience - at least 5 years of experience	1	36
14.	Urban Development Expert (Urban Planning/Management & smart city experience)	Consultant	Bachelor/Master Degree in Urban Studies + 3 years of experience	1	36
	Total			14	

#### **Expectations from the above deployed team**

- Selected empaneled agency is required to deploy the proposed consultants at AMC office within 15 (fifteen) working days of receipt of a work order from AMC.
- Proposed profiles of consultants shall be interviewed, if needed be, by the AMC. In case of AMC
  does not find any suitable candidates, the selected empaneled agency needs to provide more
  resume of candidate to be interviewed.
- In case of absenteeism of consultant for more than 10 days at a stretch (authorized or unauthorized), the agency is to depute suitable, equivalent, or better replacement.
- In case of replacement of candidate deployed by the selected empaneled agency, there should be a minimum 30 days of the notice period and 10 days of knowledge transfer with substitute.
- Selected consultants will be entitled to take 22 leaves per year.
- It is mandatory that project manager with min. two (2) team members for each track is stationed
  at project site i.e. AMC office however the remaining team can work remotely but will have to be
  present for important meetings and field study work. They are required to be in Ahmedabad and
  can work from their own office.
- Consultants will report to the AMC authorities as per reporting structure of the AMC.

#### 1.5. Project Duration and Contract Validity

- a. The period of engagement for the said assignment & deployment of resources will be for 36 calendar months (03 years) initially.
- b. The period of engagement can be renewed after three years for another 12 months (one year) for two times based on requirements and performance of consultant.

#### 1.6. Project Duration and Contract Validity

- c. The period of engagement for the said assignment & deployment of resources will be for 36 calendar months (03 years) initially.
- d. The period of engagement can be renewed after three years for another 24 months (two year) for two times based on requirements and performance of consultant.



#### 1.7. Payment Terms

- i. AMC will release payment to consultant on monthly basis on submission of invoices as per the price quoted in financial bid and actual deployment of required project team.
- ii. In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Ahmedabad (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the authority.
- iii. The consulting fee will be reviewed during annual renewal of contract and AMC may approve the consulting fee escalation of up to 10% each year.
- iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- v. Any period where there is a delay in contract renewal or issuance of work order but consultant has provided services to AMC the payment shall be made to consultant on actual terms and conditions.

#### 1.8. Penalty to Agency

- Absence of Project Team Rs. 5,000 for per working day per resource of absence (other than the AMC holidays/approved absence/Compensatory leave approved by AMC)
- Liquidated Damages Max. to 10% of project cost and invoice amount submitted by the consultant.
- Penalty shall be levied only to reasons attributing to non-performance of consultant. In the
  event of delay or non-approval the agency should inform the authorities in advance (min two
  working days)
- Every resource is entitled for Two (02) days informed absence in a month.
- In-case of long leaves / situation beyond control, it is expected that the consultant will depute
  another resource in place of the existing resource; on approval of AMC penalty shall not be
  levied in such cases.
- Please note that any delay due to non-availability of officials or any other AMC dependency will
  not be considered in the delay of milestone completion. Also, the Liquidated damages will be
  applicable for delays only attributable to the consultant.
- AMC may add/ delete/ change/ modify the incentive and penalty parameters, provided that at least ninety (90) day prior notice shall be given to the Agency before such parameters are applied.
- The maximum Penalty/Liquidated damages is limited to 10% of the quoted price. Any breach of the upper limit will lead to the cancellation of the contract.

#### 1.9. Consultancy Services to AMC Line Departments

In this tender, we have currently outlined the consulting scope for IT projects of E-governance Department of AMC and Smart City Ahmedabad Development Ltd. (SCADL). However, in the future,



other departments and affiliated entities within AMC may also access these consulting services as per the terms and consulting fee discovered in this tender.

	List of Key Departments				
Sr. No.	Name of Entity	Sr. No.	Name of Entity		
1	Health Department	12	Town Development Department		
2	Solid Waste Management	13	Estate Department		
3	Water Operation & Production	14	Fire and Emergency Services		
4	Water Project Department	15	Cattle Nuisance Control Department		
5	Drainage & STP Department	16	Heritage Department		
6	eGovernance	17	Garden Department		
7	Central Workshop	18	Accounts & Finance		
8	Professional Tax	19	Municipal Chief Audit Department		
9	Road & Bridge Project	20	Municipal Secretary & Establishment		
10	Light Department	21	Housing & Slum Networking Project		
11	Traffic Department	22	Urban Community Development		
List of A	ffiliated and Sister Organisations				
1	Ahmedabad Municipal Transport Services (AMTS)	4	Sabarmati Riverfront Development Corporation Ltd (SRFDCL)		
2	Ahmedabad Janmarg Ltd (BRTS) SPV	5	Heritage City Management Trust		
3	Smart City Ahmedabad Development Ltd. (SCADL)	6	Medical Education Trust		



## 2. Selection Process

#### 2.1. Pre-Qualification (PQ) Criteria

AMC will form a committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, AMC may at its discretion, ask the bidders for clarification of their Proposals.

Bidders who have submitted the valid EMD and non-refundable bid processing fee shall be considered for further evaluation. If bidders fail to submit the bid security and non-refundable bid processing fee as per this RFP document, the Bid shall be out rightly rejected.

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project

In order to be qualified technically, the Bidder must meet the Pre-Qualification (PQ) as detailed below.

#	PQ Criteria	Description	Proof Document Required
	Global Firm	<ul> <li>Bidder should be recognised as a global firm.</li> <li>Global Presence: The firm should have a global presence with consultancy experience in at least five (5) different countries.</li> <li>The global firm must be registered in India through its Indian subsidiary/partner firm</li> </ul>	Evidence of the firm's operations in at least five different countries. (e.g., work orders from overseas entity in brand name of firm/office addresses/registration certificates/annual report).
1.	Legal Entity	<ul> <li>Bidder/partner firm/Indian Subsidiary should be registered under the Companies Act 1956 or 2013 in India or a company Incorporated under equivalent law abroad or in India the Consultant should be a firm/LLP at the time of the bidding</li> <li>Bidder should have a registered number of, GST, Income Tax / Pan number</li> <li>Bidder should be in operation in India for a period of at least 3 years as on publication of this tender.</li> </ul>	a) Copy of certification of incorporation issued by competent authority/ Registration Certificate/ Shop & Establishment certificate b) Copy of PAN card c) Copy of GST registration



#	PQ Criteria	Description	Proof Document Required
2.	Similar Work Experience	<ul> <li>The bidder should have prior demonstrable expertise and experience of providing advisory and consultancy services for IT projects in India or Globally.</li> <li>At least 5 separate projects with min consultancy value of Rs. 1 Cr across cities and urban settlements in the past 7 years.</li> <li>On-going projects are eligible</li> </ul>	Work Order / Completion certificate (if any)/Contractual agreement
3.	Financial Capability	<ul> <li>The Bidder (partner firm/Indian subsidiary) should have average annual turnover of at least Rs. 500 Cr in last three audited financial years ending 31 March 2021, i.e. (FY 2021-22, FY 2022-23, FY 2023-24).</li> <li>The bidder must have positive net worth and should be profit making as on 31st March 2024.</li> <li>In case if audited balance sheet of FY2023-24 is not available, bidder may submit provisional CA certificate for FY 2023-24</li> <li>For the purposes of compliance with both technical and financial eligibility criteria, all bidder/s should produce suitable documentary evidences such as firm registration documents, asset ownership/operation proof, contracts, client references and certificates in support of their claims for the above.</li> </ul>	a) Copy of audited Balance Sheet, audited Profit & Loss statements for each of the last 3 financial years as on 31st March 2024. b) Certificate from the statutory auditor / Charted Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years as on 31st March 2024. Original or Notarized Copy should be submitted for evaluation.

#### Note:

- i. The Bidder must attach valid documents in support to their Pre-Qualification as mentioned above. Without proper supporting documents, the bid proposals are liable to be rejected. The technical proposal should be submitted in hard copy with soft version stored in pen drive.
- ii. The Commissioner, AMC reserves the right to accept or reject any or all application without assigning reason.
- iii. If needed, the bidder needs to provide contact detail (email & phone number) of senior official from client.
- iv. AMC (or the nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical evaluation criteria.



v. The Bid Evaluation Committee (BEC) may invite each bidder to make a presentation may require written clarifications from the bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents.

## 2.2. Technical Qualification Criteria

#	Technical Marking Criteria	Max. Marks	Supporting Documents
1	Financial Capability – Min. average annual turnover of Rs. 500 Cr from last 3 audited financial years ending 31 March 2024. (Indian Subsidiary/Partnership Firm)  500 Cr – 1000 Cr - 2 Marks,  1000 Cr – 1500 Cr - 4 Marks  1500 Cr – 2000 Cr - 6 Marks,  2000 Cr – 2500 Cr - 8 Marks  2500 Cr – 3000 Cr - 10 Marks,  3000 Cr – 3500 Cr - 12 Marks  More than 3500 Cr – 15 Marks	15 Marks	Copy of Certificate from the Chartered Accountant /Statutory Auditor
2	Global Digital and IT Consultancy Project Experience in urban domain in last seven (7) years with minimum contract value of INR 1 Cr - 2 Marks for each project	10 Marks	Work order/LoI/ Contract copy/Client Certificate
3	Smart Cities Project Experience with cities (govt. authority) in India in last seven (7) year with minimum consulting contract value of INR 1 Cr & minimum duration of 1 year - 2 Marks for each project	10 Marks	Work order/LoI/ Contract copy
4	Large IT Project Implementation Support Experience with Cities (Government Clients): The consultant should have successfully managed transactions (including project design, procurement, and technical support in implementation) for large IT projects (with hardware and software) each valued at a minimum of Rs. 100 crore within the last seven years 2 Marks for each project	10 Marks	Work order/Lol/ Contract copy
5	Proposed Project Team – Interview & CV  Bidder shall propose the resources who are Full Term Employees (FTE).  The quality of professional will be evaluated based on interview and CV - Degree and College, Years of total experience, Years of total consulting experience, No. of Projects undertaken, Breadth of Experience, relevancy to the assignment. Below marks will be equally distributed between CV (12.5 Marks) and interview (12.5 marks) of proposed team members.  Project Manager – 4 Marks, Senior Technical Consultant – 3 Marks, ICT / Network Expert – 3 Marks, Business Analyst – 3 Marks, Technical Consultant - 2 Marks, Functional Consultant – 2 Marks, IT Infrastructure Consultant – 2 Marks, Procurement Consultant – 2 Marks, GIS/Urban	25 Marks	<ul> <li>HR Certificate</li> <li>CV of resources</li> </ul>
6	Consultant – 2 Marks, Urban Expert (Municipal Services) – 2 Marks  Technical Presentation  Consultant proposal to implement the learning and IT use cases from different cities (In India & Globally) in AMC – 5	30 Marks	Presentation to the Bid Evaluation Committee



#	Technical Marking Criteria	Max. Marks	Supporting Documents
	<ul> <li>Marks</li> <li>Consultant proposal on vision of E-governance for next 10 years with rationale implementation roadmap – 5 marks</li> <li>Understanding of AMC functions &amp; it's line department – 5 marks</li> <li>Bidders' knowledge and experience of working on IT projects in close collaboration with city's team – 5 marks</li> <li>Response to queries of bid evaluation committee – 10 Marks</li> </ul>		
Total	Marks	100 Marks	

#### Part III: Final Evaluation & Selection of Consultant

- i. All participating bidders will be notified about in writing by the authority about their technical score before opening the financial bid.
- ii. The successful bidder shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and procedures described in this RFP.
  - a. (St) = Technical Score obtained by bidder out of 100
  - b. The financial proposals of only technically shortlisted bidders (having the minimum required score of 70) will be opened and will be ranked in terms of their total evaluated cost. Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points.
  - c. The financial score (Sf) of the other financial proposals (Fo) shall be computed as follows.
  - d.  $Sf = 100 \times A$
  - e. A = Fm (Lowest financial proposal)

Fo (Other financial proposal)

- f. Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.
- g. Final Score = St x (80%) + Sf x (20%)
- iii. The proposal obtaining the highest final score in evaluation of quality and cost will be ranked as H1 (successful bidder) followed by the proposals securing lesser marks as H2, H3, etc. The consultant securing the highest combined marks (H1) will be considered for award of the Contract. In case of a tie, Consultant with higher technical score (St) will be considered for award of work.
- iv. The Successful consultant would be notified in writing by the authority by issuing the Letter of Award (LOA) in favor of the Consultant.



#### 2.1Financial Bid Format

#	Resource Designation	Role	Qty.	Monthly Cost (in Rs.) without GST	Monthly Cost (in Rs.) including GST	36 Months Cost (in Rs.) without GST	36 Months Cost (in Rs.) including GST
1	Project Manager - I	Principal Consultant	1				
2	Senior IT Consultant	Sr Consultant	1				
3	IT Consultant	Consultant	1				
4	IT Functional Consultant	Consultant	1				
5	ICT / Network Expert (Telecom / CCTV network and connectivity)	Sr Consultant	1				
6	IT Infrastructure/Data Centre Consultant	Consultant	1				
7	Procurement Consultant	Consultant	1				
8	Urban Expert	Sr Consultant	1				
9	Municipal E-governance Consultant	Consultant	1				
10	IT/ICT Expert (Mobile/Web Application, Software Development)	Consultant	1				
		Smart C	ity Tear	n			
11	Project Manager - II	Principal Consultant	1				
12	Integrated Command Control Centre (ICCC) Expert	Sr Consultant	1				
13	IT/ICT Expert (Mobile/Web Application, Software Development)	Sr Consultant	1				
14	Urban Development Expert (Urban Planning/Management & smart city experience)	Consultant	1				
	Total		14				



Global Tender for Corporation (AMC)	nsultant for I	T Projects an	d New Initia	atives of Amd	avad Municipal
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(	Global Tender for Selection of	Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)
1.	Contract Period	3 + 2 Years
2.	Delivery	Services to be offered as per RFP schedule from the date of the Issuance of Lol/ Work order
3.	Pre-Bid Meeting	09/08/2024 at 16:00 hrs
4.	Last Date of Online Financial Bid Submission	27/08/2024 at 16:00 hrs (at https://www.amc.nprocure.com. only)
5.	Last Date of Physical Bid Submission:	27/08/2024 at 16:00 hrs
6.	Bid Submission:	Online Financial Bid:  Bidder shall submit the financial bid only through online mode at nProcure website at https://www.nprocure.com.  Physical Bid Submission:  Bidders are required to submit eligibility, Technical Qualification (TQ), and Annexure Documents (as defined in this tender) in a hard copy by RPAD, Speed Post or in-person with a pen drive (soft copy) and with stamp and seal on each page with all required evidence/documents and necessary tender fee & EMD.  Physical submission must not include detail of financial proposal.  Venue: Tender Officer, Central Record Department, B-Block, Mezzanine Floor, Amdavad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad- 380001.
7.	Tender Fee: (Non - refundable)	Rs. 6,000 /- (Rupees Six Thousand only) through By Demand Draft
8.	Bid Security EMD:	Rs. 16,00,000/- (Rupees Sixteen Lacs only) shall be either in form of Demand Draft and or Bank guarantee of any nationalized / scheduled bank.
9.	Date & time of technical presentation	Conference Room, Amdavad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad - 380001. Gujarat, India



G	Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal  Corporation (AMC)							
10.	Performance Bank Guarantee	5% of approved annual project cost should be submitted after award of work by successful bidder.						
44	Working knowledge of a specified language	English and Gujarati						
12.	Bid validity period	180 Days						
13.	Date & time of bid opening	Will be intimated to the bidders at a later date.						
14.	Contact email ID	danapith@ahmedabadcity.gov.in						
15.	RFP Document	Available on AMC Website and nProcure						

#### Instruction to the bidders for bid submission:

- ✓ Bidders who wish to participate in this bid will have to submit on https://amc.nprocure.com. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions a division of GNFC Ltd., or any other bidder licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- ✓ In case bidders need any clarification regarding online participation, they can contact "(n) Code solutions A division GNFC Ltd." 403, GNFC Info Tower, Bodakdev 380054, Gujarat (India). Tel: +91-26857316/17, Email: nprocure@gnvfc, Website: <a href="www.nprocure.com">www.nprocure.com</a>, Toll Free: 1800-233-1010 (Ext. 501 & 512)
- ✓ Tender documents are available only in electronic format at AMC website
- ✓ Bidder shall upload their financial bid only at https://www.amc.nprocure.com.
- ✓ Bidder shall submit technical proposal in hard copy with eligibility documents in separate sealed envelopes super scribed with title and packaged all together in big envelope with soft copy uploaded in a pen drive.
- ✓ The bid shall specify time schedule of various activities.
- ✓ Bids complete in all respects should be submitted on or before the BID DUE DATE.
- ✓ Services offered should be strictly as per requirements mentioned in this Bid document.
- ✓ Please spell out any unavoidable deviations, Clause/ Article-wise in your bid.
- ✓ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, AMC reserve the right to revised financial offer.
- ✓ The duration of the Contract period for this activity will be of 3+2 years.



In case of any clarifications required, please contact on email ID at danapith@ahmedabadcity.gov.in quoting RFP No. in the subject line.

#### **Performance Bank Guarantee**

The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance/Letter of Intent), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized or Scheduled Banks (approved by Gujarat State Govt. and AMC) except Co-operative Banks in favor of "Commissioner, Ahmedabad Municipal Corporation" for the due performance and fulfilment of the contract by the bidder.

- The successful bidder will submit an amount equivalent of 5% of the Annual Project Cost. All
  charges whatsoever such as premium, commission, etc. with respect to the Performance Bank
  Guarantee shall be borne by the bidder.
- If the Bidder, fails to furnish the Performance Guarantee within stipulated time period, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
- The successful bidder shall maintain a valid and binding Performance Guarantee for project duration. In the event of the Bidder being unable to maintain valid PBG for said duration, it shall be lawful for the Authority to levy penalty as per AMC rules or/and cancel the contract or any part thereof.
- The Performance Bank Guarantee may be discharged/returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the Bidder being unable to service the contract for whatever reason or receive frequent complaints from citizens AMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AMC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- AMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- AMC shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.
- During the contract period if the bank from which the PBG is submitted is removed from the list
  of approved bank, the selected bidder shall be required to replace the PBG and submit the PBG
  from the approved bank. The notification in this regard will be given to the selected bidder by
  AMC and the same must be complied within 21 days of such notification



#### **Negotiations & Project Initiation**

Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written employer to negotiate and conclude a Contract.

- Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- Financial negotiations: The negotiation includes the clarification of the consultant"s tax liability in India and how it should be reflected in the contract. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a lump-sum contract shall not be negotiated.
- Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
- Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract.
- Award of Contract After completing negotiations the Employer shall issue a Letter of Award to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken. The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee.

#### Instructions to the bidder

#### **Submission of RFP Queries**

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the-mail id on or before end date.

The queries must be submitted in the following format only:

#### **Request for Clarification**



Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative			
			Tel: Mobile: Fax: Email:			
Sr. No	RFP Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required			

#### **Amendment of RFP Document**

At any time before the deadline for submission of bids, the AMC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by an amendment, which will form the part of the original bid documents and shall override any contradicting effects in the original bid document.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the AMC may, at its discretion, extend the last date for the receipt of bids.

The bidders are advised to visit the website (n)Procure website (https://www.nprocure.com/) and AMC web site (https://ahmedabadcity.gov.in//) on regular basis for checking necessary updates. AMC also reserves the rights to amend the dates mentioned in this RFP for bid process.

#### **AMC's rights to terminate the Process**

AMC may terminate the RFP process at any time and without assigning any reason. AMC makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by AMC.

#### Right to Accept or Reject Any Bid or All Bids

AMC reserves the right to accept or reject any RFP offer and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for AMC's action.

#### Sealing, marking and submission of RFP

The proposal/bid must be sealed and super scribed and shall be sent as under:

#### Details to be mentioned exactly on sealed envelop



#### **RFP Details**

• Notice No.: XXX

 Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)

• Last date of Submission: On or before up to hrs.

E-gov Dept, Amdavad Municipal Corporation, Mahanagar Seva Sadan, Sardar Patel Bhavan, Danapith, Ahmedabad-380001.

AMC will not accept submission of a proposal in any manner other than that specified in the RFP document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.

If the envelopes are not sealed and marked as instructed above, the AMC assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.

The price bid must be submitted online on https://amc.nprocure.com. It should not be sent physically, if submitted physically the bid shall be rejected.

No Bidder shall submit more than one Bid for the Project.

Bidders are required to submit their technical in separate sealed envelopes as per instructions given below:

- The Technical Bid must be sent to AMC by Postal Speed Post or Registered Post or in person by the representative of the bidder. Documents received in any other manner or mode (like email) will not be considered.
  - Envelope 1: Copy of Tender fee & Bid Security/Earnest Money Deposit (EMD).
  - Envelope 2: Eligibility & Technical Qualification support documents for evaluation with all annexures described in RFP
  - Envelope 3: Soft copy in a Pen Drive
- All three envelopes should be packaged all together in big envelope with tender number.
- Each page of the technical bid above should bear the initials of the applicant along with the seal
  of the Applicant in token of confirmation of having understood the contents. Also, each page of
  technical proposal should be numbered with a proper index.

Each Bidder shall submit only one proposal containing documents as below.

- i. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
- ii. Proposal should be signed by an authorized person of the bidder. It should be submitted along



- with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this proposal.
- iii. Proposals must be direct, concise, and complete. AMC will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. SAMC reserves the right to accept or reject any or all the proposals without assigning any reason.
- iv. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this RFP document) and applicant shall also provide a soft copy on a Pen Drive / USB stick. In the event of any discrepancy between the original and Pen Drive/USB stick, the original shall prevail

#### **Late Proposal for Proposal/Bid**

Proposal/Bid not reaching on or before the specified time limit will not be accepted.

#### Language of Bids

The responses prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and AMC, shall be written in English language. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

#### **RFP Submission Format**

The entire proposal shall be strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be liable for rejection.

#### **Acceptance of Terms & Conditions**

The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.

#### Documents to be submitted

Following list is provided as the guideline for submitting various important documents along with the bid.

- (i) Cover Letter
- (ii) Bidders' Particulars as per format given in RFP
- (iii) Certificate of Registration/Certificate of Incorporation
- (iv) CA certificate and copy of audited financial statements and relevant certificates
- (v) Copy of Work Order/Work Completion Certificate/Self Declaration
- (vi) GST Registration and Income Tax Certificate
- (vii) Detailed approach and methodology



- (viii) Signed & Stamped RFP document along with Addenda & Corrigendum if any
- (ix) Any other document necessary for the bid proposal

#### AMCs' Rights to Accept/Reject any or all Proposals

AMC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AMCs' action.

#### Notifications of consideration for next level

Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by email that it has been considered for the next round.

#### Failure to agree with the Terms & Conditions of the RFP

Failure of the bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of selection.

#### **Bid Validity**

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with RFP Clause all respects.



#### **Formats for Proposal Submission**

Checklist for Technical Qualification Document

<<To be printed on SI company's letterhead and signed by Authorized signatory>>

Sr.No.	Documents to be submitted	Submitted (Y / N)	(Page No.) of Proposal
	Bid Processing Fee (DD) as per RFP		
	Bid Security EMD (DD/BG) as per RFP		
	Technical Proposal Packaged in Envelope with Pen Drive		
	Copy of Certificate of Incorporation/Registration certificate/ Shop & Establishment Certificate – Bidder (if any)		
	Copy of Audited Balance Sheet and Profit and loss statement for last three financial years Bidder (if any)		
	Supporting Documents like Rent Agreement/ Electricity Bill		
	Copy of GST registration – Bidder (if any)		
	Copy of PAN registration – Bidder (if any)		
	TQ 1: Bid Covering Letter		
	TQ 2: Particulars of the Bidder		
	TQ 3: Details of Annual Turnover for last three financial years		
	TQ 4: Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years		
	TQ 5: Details of the similar projects executed		
	TQ 6: Proposed Approach and Methodology		
<del> </del>	TQ 7: Curriculum Vitae (CV) of Project Team		
	TQ 8: Format for Bid Security EMD		



TQ\_1: Technical Bid Cover Letter

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad - 380001

Subject: Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)

Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the "Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC).

We attach hereto our responses to Technical-Qualification & Commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to AMC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead AMC in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.



We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address:



#### TQ\_2: Bidder Information Format

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Please find below the details for Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC).

#	Particulars	bidder
1	Name of the organization	
2	Type of Organization (Pvt. Ltd/ Public Limited)	
3	Address of Registered office	
4	Company Registration Details	
5	Date of Registration	
6	PAN	
7	GST	
8	Number of years of operations in India	
9	Authorized Signatory Name	
10	Authorized Signatory Designation	
11	Authorized Signatory Contact Details	
12	Authorized Signatory email ID	

Yours Sincerely,

Signature	of Authorized	Signatory (	with	official	seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address:

Note: To be submitted with any other supporting details specified as Document Proof in Section 3



TQ\_3: Annual turnover over in last 3 financial years

<<To be printed on company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad – 380001

Subject: Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization

#	Details	FY (i)	FY	FY (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		



Global Tender	for	Selection	of	Consultant	for	ΙT	Projects	and	New	Initiatives	of	Amdavad	Municip	pal
Corporation (A	MC	)												

Title	
Company Address	
Mobile	
Fax	
Email Id	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 3 of RFP.



Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC)
TQ_4: Auditor's/CA Certificate for turnover for Bidder
Date: dd/mm/yayay

Date: dd/mm/yyyy			
To,			
Municipal Commissioner, Ahmedabad			
Municipal Corporation, Sardar Patel			
Bhavan, Danapith,			
Ahmedabad – 380001			

This is to certify that the Annual Turnover as per books and records of \_\_\_\_\_\_ for the following financial years are as under.

#	Financial Year Ending	Annual Turnover (INR)
1.	31st March, 2023	
2.	31st March, 2023	
3.	31st March, 2024	
	Average Turnover	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address



TQ\_5: Details of experience

Date: dd/mm/yyyy

To,

Municipal Commissioner, Ahmedabad

Municipal Corporation, Sardar Patel

Bhavan, Danapith,

Ahmedabad - 380001

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC).

I hereby declare that below are the details regarding relevant work that has been taken up by our company.

	·	
Assignment Name:		
Location:	Approx. Value of Services:	
Name of Client:	Duration of assignment (months):	
Client Contact Person, Title/Designation,		
Tel. No./Address:		
Start date (month/year):	Total No of client end users:	
Completion date (month/year):	No. of professional staff-months provided by your firm/organization for the proposed Solution:	
Description of Project:		
Description of Actual Services provided:		
Mandatory Supporting Documents:		
Work order / Contract for the project/ Purchase Order		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,



Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :



#### TQ\_7: Proposed Approach & Methodology

You are suggested to present your Technical Proposal divided into the following chapters (not more than five (5) pages:

- a. Technical Approach and Methodology: In this chapter consultant should explain his understanding of the objectives of the Assignment, approach to the Assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Consultant should highlight the problems being addressed and their importance, and explain the technical approach that consultant would be adopted to address them. Consultant should also explain the methodologies propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. Work Plan: The consultant should propose and justify the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
- c. Organization and Staffing: The consultant should propose and justify the structure and composition of the team. Consultant should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.

S.No.	Name of Staff	Proposed Position	Description
1.1			
1.2			
1.3			
1.4			
1.5			
1.6			



TQ\_8: Curriculum Vitae (CV) of Project Team

S.No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other	
	specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
Q	Countries of Work Experience: [List countries where	
8	staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) -
		(Excellent/Good/Fair)
10	Number of years of experience	
	Employment Record	From [Year]: To
	[Starting with present position, list in reverse order	[Year]:
11	every employment held by staff member since	Employer:
	graduation, giving for each employment as per format	Positions held:
	provided]	
12	Detailed Tasks Assigned	
	[List all tasks to be performed under this assignment]	
	Highlights of assignments handled and significant accomplishments.	Name of assignment or
	[Among the assignments in which	project:
13	the staff has been involved, indicate the following	Year:
	information for those assignments that best illustrate	Location:
	staff capability to handle the tasks listed under point	Client:
	12.]	



Global Tender for Selection of Consultant Corporation (AMC)	for IT Projects and New Initiatives of Amdavad Municipal
	Main project features:
	Positions held:
	Activities performed:
SIGNATURE:	DATE OF SGNING: Day Month Year



# TQ 9: Bank Guarantee format

# << To be printed on Rs. 100/- Stamp Paper >>

IN CONSIDERATION OF Through
Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC). (hereinafter referred to as the "said work") on the terms and conditions of the AGREEMENT dated the
The Company has agreed to furnish AMC in Guarantee of the Nationalized Bank for the sum of Rs
<ul> <li>i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said AGREEMENT, AND</li> <li>ii. Due and punctual payment by the Company to AMC of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to AMC by or from the Company by reason of or in consequence of any breach, non-performance or default on the part of the Company of the terms covenants and conditions under or in respect of the said AGREEMENT.</li> </ul>
AND FOR THE consideration aforesaid, we do hereby undertake to pay to AMC on demand without delay demur the said sum of Rs

a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of AMC are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till

payment of the moneys payable by the Company to AMC thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that —



AMC certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.

- b) We shall not be discharged or released from liability under this Guarantee by reason of
  - a. any change in the Constitution of the Bank or
  - b. any arrangement entered into between AMC and the Company with or without our consent;
  - c. any forbearance or indulgence shown to the Company,
  - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
  - e. any time given to the Company, OR
  - f. any other conditions or circumstances under which in a law a surety would be discharged.
- d) We shall not revoke this guarantee during its currency except with the previous consent of AMC in ........................ department in writing;

- g) AMC shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of AMC or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or AMC to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT



for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity

i)	The Guarantor agrees and declares that for enforcing this Guarantee by against it, the
	Courts at Ahmedabad only shall have exclusive jurisdiction and the Guarantor hereby submits to
	the same
	1
	2
Being r	respectively the Director of the Company, who in token thereof, has hereto set his respective hands

 1......

 2.....

in the presence of –



# **Agreement Format**

ANNEXURE: Undertaking on letter head

**Name of Work:** Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC).

Ref: Tender Notice No
Respected Sir
We had participated for the above-mentioned work and we were qualified for the Criteria mentioned in the subjected works tender.
Upon asked by AMC, we hereby give our consent with this undertaking to carry out and execute the works for the Selection of Consultant for IT & Transactional Advisory to Ahmedabad Municipal Corporation (AMC) & Affiliated Entities (AMC).
in Ahmedabad city, if the same is awarded to above/below the estimated rates.
We hereby agree and abide ourselves and assure AMC that we will not deny to carry out and execute the work if the same is awarded to us by the competent authority of AMC at above mentioned rates and terms mentioned in the subjected work's tender, failing which, competent authority of AMC may take penalty actions like disqualifying or debarring us for future works of AMC for the period as decided by AMC upon their discretion, or any other action as decided by competent authority of AMC.
This undertaking will remain in force up to
Sign and Stamp of Selected vendor / Successful Bidder.



## **ANNEXURE: Master Service Agreement**

(To be printed on Rs. 100/- Stamp Paper) This AGREEMENT is made at \_\_\_\_\_\_, Ahmedabad, Gujarat on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, **BETWEEN** -----, hereinafter referred to as "Client", or "AMC" (which expression unless repugnant to the context therein shall include its administrator and permitted assignees) of the FIRST PART; -----, a company under the Companies Act, 1956 or partnership firm under Indian Partnership Act 1932 or Proprietary Firm having its office at ------, hereinafter referred to as "Service Provider" or "SP" or "Consultant" or "Bidder" or "Consultant", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART. Whereas AMC has envisaged the Selection of Bidder for (Hereinafter referred to as the "Project"); and whereas AMC published the Global Tender for Selection of Consultant for IT Projects and New Initiatives of Amdavad Municipal Corporation (AMC); And whereas M/s. ----- has submitted its for proposal AND whereas AMC has selected M/s.....as successful bidder and issued Letter of Intent dated ......to the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.

And whereas AMC and M/s. ------ have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

#### 1. Definitions

In this Agreement, the following terms shall be interpreted as indicated, -

(a) "AMC" means Ahmedabad Municipal Corporation;



- (b) "Contract" means this Agreement entered into between AMC and the Bidder including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Bidder" means M/s. ------ interchangeably referred to as "Bidder" in the contract; and
- (d) "RFP" means the Tender Published by AMC (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) "Go Live or successful completion of implementation of the project" date means the day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of AMC.
- (f) "Deliverable" means any action / output generated by the Bidder while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work.
- (g) "Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the Bidder for this Project.

# 2. Interpretation

The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:

- this Agreement;
- Scope of Services for the Service Provider (hereby annexed as Annexure I)
- Detail Commercial proposal of the Service Provider accepted by AMC (hereby annexed as Annexure II)
- Clarification & Corrigendum Documents published by AMC subsequent to the RFP for this work (hereby annexed as Annexure III)
- RFP Document of AMC for this work (hereby annexed as Annexure IV)
- Lol issued by the AMC to the successful bidder (hereby annexed as Annexure V); and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as Annexure VI).
- Payment Terms (hereby annexed as Annexure VII).

#### 3. Term of the Agreement

The term of this agreement shall be a period of \_\_\_ years (inclusive \_\_\_ years of warranty).

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Service Provider, AMC reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for \_\_\_ years post \_\_\_\_ months of successful running of complete network. (Note: Delay caused due to any reason not in control of the *Bidder* could not be attributed to the project period.)

AMC also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by AMC and finalized in mutual discussion with the *Bidder*.

# 4. Payment Schedule & Milestone



The Payment Schedule & Milestone is as per the RFP and subsequent Addendum & Corrigendum released, if any. The same will form as Annexure of the Contract

# 5. Scope Extension

AMC reserves right to extend the scope of services for the price & timelines to this Agreement.

### 6. Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to AMC, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. AMC will not take responsibility towards this. However, AMC may provide necessary assistance, wherever possible, in this regard.

#### 7. Taxes

The Prices mentioned in the Price Bid should include all applicable taxes & duties as applicable.

**GST** 

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Selected vendor/Successful Bidder is bound to pay any amount GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the AMC, the same shall be reimbursed/recovered separately by AMC, subject to the submission of Original Receipt/Proof for the amounts actually remitted by the Successful Tendered/Selected vendor to the Competent Authority along with a Certificate from Chartered Accountant of Selected vendor/Successful bidder certifying that the amount of GST paid to the AMC and the same shall be intimated/submitted/claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful bidder/selected vendor, failing which, AMC may recover the amount due, from any other payable dues with AMC and decision of AMC shall be final and binding on the Selected vendor/Successful Bidder in this regard. Further the non- payment of GST to the AMC may lead to the termination of contract and forfeiture of Security Deposit/Performance Guarantee Amount.

If imposition of any other new Taxes/Duties/Levies/Cess or any other incidentals etc. or any increase in the existing Taxes/Duties/Levies/Cess or any other incidentals etc. (excluding GST) are imposed during the course of the contract, the same shall be borne by the Selected vendor/Successful Bidder Only, in no case AMC shall be liable for the same.

## a) Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

### b) Right to vary the scope of the work at the time of award

AMC reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both,



and the Agreement shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI's receipt of the AMC changed order.

## 8. Work Order/ Purchase Order

For all installations to be carried out in the AMC/AMC under this contract, the contract will be signed with AMC and the work order will be issued by the AMC.

#### c) Validity Period of the Contract

Upon selection of the bidder and the contract is made, the validity of the Bidder contract period would be valid till 3 Years+ extension, unless revoked for whatever reasons. If at any stage during the tenure of the period, it comes to the notice of AMC, directly or through some other complaint, that the Bidder had misinterpreted the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the Bidder, this agreement shall stand terminated immediately under intimation to the Bidder.

The contract would be subjected to review at the end of its validity period for renewal. If any need, necessities for such review during the validity period would be considered by AMC on its merit.

## d) Quantity variation

The quantity mentioned in the Commercial Bid format is only for indicative in nature. The actual quantity depends on the actual site survey conducted by the bidder and after same is approved by AMC for installations at various locations.

#### e) Price Variation

During the validity of the contract including the extended period if any, if the Bidder supplied any item included in BoM of this RFP to any other department / organization / individual at a price lower than the price fixed in the contract, the bidder must voluntarily pass on the price difference with immediate effect.

## f) Governing Law

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

#### 9. Resolution of Dispute

The AMC and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the AMC and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the AMC and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Ahmedabad. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

If the Bidder doesn't agree with the opinion of the AMC, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by AMC/ AMC and the other one to be nominated by the Bidder. In the case of the



said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Ahmedabad.

Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

# 10. Limitation of Liability towards AMC

The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to the AMC for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to AMC on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the contract value.

This limitation of liability shall not limit the Bidder's liability, if any, for damage to Third Parties caused by the Bidder or any person or firm acting on behalf of the Bidder in carrying out the scope of work envisaged herein.

#### a) Sub Contracts

Sub-contracting / out sourcing would be allowed after approval of AMC.

The bidder is expected to provide details of the sub-selected vendors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the Bidder shall be considered as sub-contracting. The Bidder shall solely responsible for the work carried out by subcontracting under the contract. Bidder shall be the sole point of contact for the entire project throughout the project period.

# b) Compliance with Labor regulations

The Bidder shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set *forth* under the Minimum wages Act and *the* Contract *Labor* Act 1970.

## c) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

#### d) Performance Guarantee

The Bidder shall submit performance guarantee which is unconditional & irrevocable bank guarantee equal to an amount equivalent of 5% of the Annual Project cost. The performance bank guarantee shall



be from Nationalized or Scheduled Banks except Co-operative Banks in favor of

The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the Bidder for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the AMC as a penalty in the event of failure to complete obligations or breach of any of the conditions by the Bidder.

#### e) Personnel/Employees

- i. Personnel/employees assigned by Service Provider to perform the services shall be employees of Service Provider or its sub-selected vendors, & under no circumstances will such personnel be considered as employees of AMC. Service Provider shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The AMC shall not be responsible for the above issues concerning to personnel of Service Provider.
- ii. Service Provider shall use its best efforts to ensure that sufficient Service Provider personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services.
- iii. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

#### f) Entire Agreement

This agreement, the PERFORMANCE STANDARDSS & all schedules appended thereto & the contents of the RFP subsequent corrigenda issued thereon & clarification (undertakings) accepted by the AMC constitute the entire agreement between the Parties with respect to their subject matter.

# 11. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Ahmedabad courts only.

**IN WITNESS** whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered
Ву
,
For and on behalf of the AMC. Ahmedabad



Signed, sealed and delivered		
Ву		
For and on behalf of the "Service Provider",		
Witnesses:		
(1)		

# Attachments to the Agreement:

Corporation (AMC)

(2)

- 1) Scope of Services for the Service Provider
- 2) Detail Commercial proposal of the Service Provider accepted by AMC
- 3) Corrigendum Document published by AMC subsequent to the RFP for this work
- 4) RFP Document of AMC for this work
- 5) Lol issued by the AMC to the successful bidder
- 6) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP
- 7) Payment Schedule and Milestones

