

## **REQUEST FOR PROPOSALS**

**RFP No.: 01/2016/GVSCCL/PMC/SC/VISAKHAPATNAM**

**Client: GREATER VISAKHAPATNAM SMART CITY CORPORATION LIMITED**

**Country: INDIA**

**Name of Project:**            **Project Management Consultant (PMC)  
for assisting Greater Visakhapatnam  
Smart City Corporation Limited to Design,  
Develop, Manage and Implement Smart  
City Projects under Smart City Mission  
(SCM)**

**Issued on: 26<sup>th</sup> APRIL 2016**

**GREATER VISAKHAPATNAM SMART CITY CORPORATION LIMITED  
(GVSCCL)**

**Key Dates**

Period of availability of bidding document on Web Site	From 26-04-2016, 15:00 Hrs To 25-05-2016, 16:00 Hrs
Last Date and Time for Online Receipt of Bids	Date : 25-05-2016, Time : 17:00 Hrs
Time and Date of Opening of Technical Bids (Bids will be opened Online by the authorized officers)	Date : 27-05-2016, Time : 11:00 Hrs
Time and Date of Opening of Financial Bids (Bids will be opened Online by the authorized officers)	Date : 03-06-2016, Time : 11:00 Hrs
Officer Inviting Bids	Managing Director, GVSCCL, Visakhapatnam.
Contact Details Office	Off: 0891- 2746300 EE : 07729995934.

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## **PART I**

### **Section1. Letter of Invitation**

**RFP No.** 01/2016/GVSCCL/PMC/SC/VISAKHAPATNAM

City: VISAKHAPATNAM

25/ APRIL /2016

Name and Address of Consultant as per Annexure to Section 1

Dear Mr. /Ms.:

1. The Greater Visakhapatnam Smart City Corporation Limited (hereinafter called “Client”) is implementing Smart City Projects in Visakhapatnam City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Project Management Consultant (Consultancy Services) for assisting Greater Visakhapatnam Smart City Corporation Limited for Implementation of Smart City Projects under Smart City Mission (SCM) in Visakhapatnam City. More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality and Cost Based Selection method (QCBS) (Time Based- Linked with Performance
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through e-tendering process as well as in the Physical form as described in the RfP.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP
8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.
9. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

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Section 3 – Qualification Documents and Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 – Eligible Countries  
Section 6 – Corrupt and Fraudulent Practices  
Section 7 - Terms of Reference  
Section 8 - Standard Forms of Contract (Time Based linked with performance)

Yours sincerely,

*Managing Director  
DIN No:07106418  
Greater Visakhapatnam Smart City Corporation Limited  
Visakhapatnam, Andhra Pradesh, India*

**Contact Person**

*Sri.Pravin Kumar, I.A.S, Managing Director, DIN No:07106418, Greater Visakhapatnam Smart City Corporation Limited, Room No.306, Tenneti Bhavan, Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam, Pincode: 530003 by Fax No 0891-2568545,or by E-mail:visakhapatnamsmartcity@gmail.com, C.C  
[commissioner\\_gvmc@yahoo.co.in](mailto:commissioner_gvmc@yahoo.co.in) Contact No:0891-2746300*

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## Section2. Instructions to Consultants and Data Sheet

### A. General Provisions

<b>Definitions</b>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.</p> <p>(c) “CEO” means the Chief Executive Officer of the Greater Visakhapatnam Smart City Corporation Limited.</p> <p>(d) MD” means Managing Director of Greater Visakhapatnam Smart City Corporation Limited. (GVSCCL).</p> <p>(e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(g) “GVSCCL” Greater Visakhapatnam Smart City Corporation Limited.</p> <p>(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(j) “Day” means a calendar day.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p>
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	<p>(l) “GoI” means the government of India.</p> <p>(m) Go.A.P means the government of Andhra Pradesh</p> <p>(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation.</p> <p>(r) “MoUD” means Ministry of Urban Development</p> <p>(s) “Module” means group of projects</p> <p>(t) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(u) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(v) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(w) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(x) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(y) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the</p>
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	<p>Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(z) “SPV” means Special Purpose Vehicle</p> <p>(aa) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<b>Introduction</b>	<p>1.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>1.2 The Consultants are invited to submit a Qualification documents, Technical Proposal and a Financial Proposal as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>1.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the <b>Data Sheet</b>. Attending any such pre-bid meeting is optional and is at the Consultants’ expense.</p> <p>1.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the <b>Data Sheet</b>.</p>
<b>Conflict of Interest</b>	<p>1.5 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>1.6 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impact sits capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the GVSCCL.</p> <p>1.6.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that</p>

	<p>has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<b>b. Conflicting assignments</b>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<b>c. Conflicting relationships</b>	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p>
<b>Unfair Competitive Advantage</b>	<p>1.7 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<b>Corrupt and Fraudulent Practices</b>	<p>5.1 The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.</p>

<b>Eligibility</b>	<p>1.8 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.</p> <p>1.9 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client.</p>
<b>B. Preparation of Proposals</b>	
<b>General Considerations</b>	6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>Cost of Preparation of Proposal</b>	6.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>Language</b>	6.3 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the <b>Data Sheet</b> .
<b>Documents Comprising the Proposal</b>	<p>6.4 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>6.5 If specified in the <b>Data Sheet</b>, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>6.6 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<b>Only One Proposal</b>	6.7 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as

	Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .
<b>Proposal Validity</b>	<p>6.8 <b>The Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>6.9 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>6.10 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<b>a. Extension of Validity Period</b>	<p>6.11 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>6.12 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>6.13 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>6.14 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>6.15 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by the Client.</p>
<b>c. Sub-Contracting</b>	6.16 The Consultant shall not subcontract the whole or any part of the Services.
<b>Clarification and</b>	6.17 The Consultant may request a clarification of any part of

<p><b>Amendment of RFP</b></p>	<p>the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarification shall be uploaded on the Client's website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>6.17.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on the Client's website and will be binding on them. The Consultants shall update themselves by visiting the Client's website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.</p> <p>6.17.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>6.18 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>Preparation of Proposals – Specific Considerations</b></p>	<p>6.19 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>6.19.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture/Consortium, it may do so with eligible Consultants. The members of the Consortium shall enter into a MoU for Joint Bidding and Power of Attorney on the name of lead partner for the purpose of making the Application and submitting a Bid . The MoU for Joint Bidding and Power of Attorney is to be submitted along with the Application. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement. If Consultants associate with each other, any of them can be a lead member.</p> <p>6.19.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the</p>

	<p>assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>6.19.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>6.19.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<b>Qualification documents, Technical Proposal Format and Content</b>	<p>6.20 The Qualification documents and Technical Proposal shall not include any financial information. A Qualification documents and Technical Proposal containing material financial information shall be declared un-qualified.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position as indicated in TOR. Failure to comply with this requirement will make the Proposal un-qualified.</p> <p>6.21 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>Financial Proposal</b>	<p>6.22 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b>.</p>
<b>a. Price Adjustment</b>	<p>6.23 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b>.</p>
<b>b. Taxes</b>	<p>6.24 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b>. Information on taxes in the Client's country is provided in the <b>Data Sheet</b>.</p>
<b>c. Currency of Proposal</b>	<p>6.25 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b>. If indicated in the <b>Data Sheet</b>, the portion of the price representing</p>

	local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	6.26 Payment under the Contract shall be made in the currency or currencies of Client's country.
<b>Earnest Money Deposit</b>	<p>6.27 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Bank Guarantee (BG) drawn in favour of the <b>Director, Greater Visakhapatnam Smart City Corporation Limited, Visakhapatnam</b> must be submitted along with the hard copies. The scanned copy of Demand Draft or BG shall be uploaded in the e-procurement platform.</p> <p>6.28 Proposals not accompanied by EMD shall be rejected as un-qualified.</p> <p>6.29 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>6.30 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract</p>
<b>The EMD shall be forfeited by the Client in the events.</b>	<p>6.31 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</p> <p>6.32 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p> <p>6.33 If the consultant tries to influence the evaluation process.</p> <p>6.34 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
<b>Bid documents and Processing Fees</b>	<p>6.35 All consultants are required to pay amount as indicated in the <b>Data Sheet</b> towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ol style="list-style-type: none"> <li>Bid Documents fee shall be paid through Demand draft drawn in favour of the Client.</li> <li>Bid Processing Fee shall be paid online</li> <li>The Bid Documents fee and Bid Processing Fee is Non-Refundable.</li> </ol> <p>6.36 <b>Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</b></p>



C. Submission, Opening and Evaluation	
<b>Submission, Sealing, and Marking of Proposals</b>	<p>6.37 The Consultant shall upload scanned copies of signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be online only and uploaded hard copies along with EMD shall be sent to the Client's address on uploading the e-procurement platform. The documents required for evaluation criteria for Technical aspect as Financial aspect required for evaluation shall be scanned and uploaded on e-procurement platform. The evaluation will be done on the basis of the document uploaded. Hard copies of the uploaded documents shall be sent to the Client before opening of Technical proposals.</p> <p>6.38 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.</p> <p style="padding-left: 40px;">6.38.1 A Proposal submitted by a Joint Venture shall be accompanied by the MoU of Joint Bidding signed by all members so as to be legally binding on all members, and by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>6.39 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>6.40 The signed Proposal shall be marked "Original", and its copies marked "Copy<sup>1</sup>" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>6.41 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", <b>"Project Management Consultant (PMC) for assisting Greater Visakhapatnam Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission</b></p>

	<p>(SCM) in Visakhapatnam City of Andhra Pradesh “, reference number, name and address of the Consultant and same shall be sent to the Client.</p> <p><b>6.42</b> Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant and shall be sent only on demand by the Client.</p>
<b>Confidentiality</b>	<p>6.43 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>6.44 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>6.45 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<b>Opening of Technical Proposals</b>	<p>6.46 The Client’s evaluation committee shall conduct the opening of the Qualification documents and Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.</p> <p>6.47 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in</p>

	the <b>Data Sheet</b> .
<b>Proposals Evaluation</b>	<p>23.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>23.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<b>Evaluation of Qualification documents, Technical Proposals</b>	<p>21.1 The Client's evaluation committee shall evaluate the Qualification documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposals Qualification documents shall be evaluated. The Consultants whosoever qualifies in the Qualification documents their technical proposals shall be evaluated. Each Qualified Consultant will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p>
<b>Financial Proposals for QBS</b>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee.</p>
<b>Public Opening of Financial Proposals (for QCBS method)</b>	<p>6.48 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered un-qualified to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened in online. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p>

	<p>6.49 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Client's website.</p>
<b>Correction of Errors</b>	<p>27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<b>a. Time-Based Contracts/ Time based contract linked with performance</b>	<p>27.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<b>Taxes</b>	<p>28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude service tax. in the Client's country in accordance with the instructions in the <b>Data Sheet</b>.</p>
<b>Conversion to Single Currency</b>	<p>6.50 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b>.</p>
<b>Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	<p>6.51 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b>. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>

<b>D. Negotiations and Award</b>	
<b>Negotiations</b>	<p>6.52 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>6.53 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
<b>a. Availability of Key Experts</b>	<p>6.54 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>6.55 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	<p>6.56 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<b>c. Financial negotiations</b>	<p>6.57 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>6.58 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a <b>Lump-Sum contract shall not be negotiated.</b></p> <p>6.59 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar</p>

	contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.
<b>Conclusion of Negotiations</b>	<p>6.60 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>6.61 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<b>Award of Contract</b>	<p>6.62 After completing the negotiations the Client shall sign the Contract publish the award information as per the instructions in the <b>Data Sheet</b>; and promptly notify the other shortlisted Consultants.</p> <p>6.63 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>

## E. Data Sheet

a.i.1	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p><b>Name of the Client:</b> Greater Visakhapatnam Smart City Corporation Limited represented by MD/CEO</p> <p><b>Method of selection:</b> Quality and Cost Based Selection [(Time Based-Linked with Performance)]</p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together qualification documents with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Project Management Consultant (PMC) for Assisting Greater Visakhapatnam Smart City Corporation Limited to Design. Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Visakhapatnam</p>
<b>2.3</b>	<b>A pre-proposal conference will be held:</b> No
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Smart City Proposal of Visakhapatnam The details are provided in the Smart City Proposal of the city, which can be downloaded from government of India's Smart City website <a href="http://smartcities.gov.in">http://smartcities.gov.in</a> under city challenge link (<a href="http://smartcities.gov.in/winningCityp1.htm">http://smartcities.gov.in/winningCityp1.htm</a>). The Consultants are requested to study the document in detail.)</p>
<b>4.1</b>	NA
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English Language.</p>
<b>10.1</b>	<b>The Proposal shall comprise the following:</b>

	<p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(a.i.1.2) TECH-1</p> <p>(a.i.1.3) TECH-2</p> <p>(a.i.1.4) TECH-3</p> <p>(a.i.1.5) TECH-4</p> <p>(a.i.1.6) TECH-5</p> <p>(a.i.1.7) TECH-6</p> <p>(a.i.1.8) Letter of Submission of Proposal</p> <p>(a.i.1.9) Format for Memorandum of Understanding (MOU) for Joint Bidding in case of consortium</p> <p>10) Financial Qualification Forms</p> <p>11) Technical Qualification Forms</p> <p>12) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not Blacklisted</p> <p>Note: All the above filled formats or any other formats required for technical qualification shall be scanned and uploaded in e-procurement platform. Original formats and attested copies of experience certificates (hard copies) shall be sent to client by post or in person.</p> <p>AND</p> <p><b>Financial Proposal (if applicable):</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p> <p>Note: All financial proposals shall be uploaded in e-procurement only. Hard copies shall be submitted during the financial evaluation.</p>
<b>10.2</b>	<b>Statement of Undertaking is required : Yes</b>
<b>11.1</b>	<p><b>Joint venture (JV) can be maximum of 3 (Three) partners.</b></p> <p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No</b></p>
<b>12.1</b>	<b>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</b>
<b>13.1</b>	<p><b>Clarifications may be requested through mail before 11-05-2016.</b></p> <p>The contact information for requesting clarifications is <i>The Managing Director, DIN No:07106418, Greater Visakhapatnam Smart City Corporation Limited, Room No.306, Tanneti Bhavan, Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam, Andhra Pradesh, India</i></p> <p>Pin code: 530003,</p> <p>Fax No 0891-2568545 Ph 0891 2746300</p> <p>e-mail: <a href="mailto:visakhapatnamsmartcity@gmail.com">visakhapatnamsmartcity@gmail.com</a>, C.C to <a href="mailto:commissioner_gvmc@yahoo.co.in">commissioner_gvmc@yahoo.co.in</a></p>



	or Executive Engineer, GVMC – Contact No-07729995934
<b>14.1.1</b>	<p><b>Consultants may associate with</b></p> <p><b>(a) Non-qualified consultant(s):</b> No</p> <p><b>Or</b></p> <p><b>(b) other qualified Consultants:</b> No</p>
<b>14.1.2</b>	<p>As per the details provided in TOR</p> <p>Above values are given for evaluation and Comparison of proposals only. If a proposal includes less than the minimum time - input, the client will adjust the proposal price in line with standard procurement guide lines.</p> <p>The proposals that quoted higher than the required minimum of time -input will not be adjusted.</p>
<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal(<b>FTP</b>)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>16.1</b>	<p><b>Reimbursable Expenses:</b> [Smart City/SPV shall decide for the followings]</p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> Yes.
<b>16.3</b>	Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes

	<p>The Client will</p> <ul style="list-style-type: none"> <li>-reimburse the Consultant for service tax at time of release of the bill after submission of proof of the payment of service tax – Yes</li> <li>-reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</li> </ul>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency):</p> <p>Yes</p>
<b>17.1</b>	<p>An EMD of INR. <b>20,00,000.00</b> (Indian Rupees Twenty Lacks) in the form of DD or BG from a scheduled bank in India and drawn in favour of the <b>Director, Greater Visakhapatnam Smart City Corporation Limited</b> and payable at <b>Visakhapatnam</b>, must be submitted along with the hard copies. If the EMD is submitted through BG, the minimum validity date of the BG should be 180 days from the last date of submission of the bids.</p>
<b>19.1</b>	<p>Bid Documents fee INR. <b>20,000.00</b> (Indian Rupees Twenty Thousand only) shall be paid through DD in favour of the <b>Director, Greater Visakhapatnam Smart City Corporation Limited</b> and payable at <b>Visakhapatnam</b> and Bid Processing Fee shall be paid online as per applicable norms. The bid document fees is Non-Refundable.</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The Consultants "shall" have the option of submitting their Proposals electronically only. Note to the Consultants for e tendering:</b></p> <p>In participation in e-tendering of client, it is mandatory for prospective Consultants to get registered on website <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a>. Thus, it is advised to all prospective Consultants to get registration by making on line registration fees.</p> <p>It is mandatory that the Consultants are required to sign their bids online using Digital Signature Certificates, so the same should be obtained the</p>

	<p>same at the earliest if not obtained already..</p> <p>For further information regarding issue of Digital Signature Certificate, the Consultants may visit website <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a>. It is to be noted that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. client shall not be responsible for any delay in issue of Digital Signature Certificate.</p> <p>If Consultant is bidding first time for e-tendering, then it is obligatory on the part of Consultant to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.</p> <p>Consultant must positively complete online e-tendering procedure at <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a>.</p> <p>For any type of clarifications Consultants can visit <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a>. and help desk Nos. 040 44426253/54/55/56, fax no. 040 44426252 and email : <a href="mailto:helpdesk.eproc@vayamtech.com">helpdesk.eproc@vayamtech.com</a></p> <p>For any Policy related matter / clarifications</p> <p>Please contact VAYAM TECHNOLOGIES LTD, Plot no.107, 1<sup>st</sup> Floor, Lumbini enclave, opp. NIMS Hospital, Panjagutta, Hyderabad.</p> <p>The proposals shall be submitted online only as indicated above.</p> <p>The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats</p>
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provided in the RFP.

An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The Technical Proposal shall be submitted in Physical form in original and the scanned copy of the original in pdf form shall be uploaded on the clients website duly digitally signed. The signed Technical Proposal shall be marked "ORIGINAL". **The financial Proposal shall be submitted online only and shall be signed digitally.**

The original Technical Proposal shall be placed in a sealed envelope

clearly marked "TECHNICAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, EMD, cost of bid documents, power of authority and proof of processing fees paid online shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority , document fee and proof of on line purchase of bid document and processing fee shall be submitted in Physical form (hard copy) along with 3 copies and scanned copy of the technical proposal and EMD, power of authority shall be submitted online be sealed digitally. **The Financial Proposal shall be submitted online only and shall be sealed digitally.** This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

	<p>If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal Un-Qualified</p> <p>The original and 3 copies of scanned copies of qualification documents, Technical Proposals and other documents mentioned above required for technical evaluation must be sent to the address/addresses indicated in the Data sheet and received by the client before opening of Technical Bids in online.</p> <p>The financial proposals shall not be sent physically shall be quoted in online only.</p> <p>After evaluation of Technical proposals by evaluation team, the financial proposals of who secured eligible score will only be opened in online.</p>
17.4	<p><b>The Consultant must submit:</b></p> <p>(a) Hard copies of Technical Proposal: one (1) original and 3 <i>scanned</i> copies of uploaded documents</p> <p>(b) <b>Financial Proposal:</b> No</p>
17.7 and 17.9	<p><b>The Proposals must be uploaded no later than:</b>  <b>Date:23-05-2016, Time:_17.00 local time</b></p> <hr/> <p><b>The Hard copies of Technical Proposal submission address is:</b> The <i>Managing Director, DIN No:07106418, Greater Visakhapatnam Smart City Corporation Limited, Room No.306, Tenneti Bhavan, Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam, Pin code: 530003,</i>  Fax No 0891-2568545 E-mail: <a href="mailto:visakhapatnamsmartcity@gmail.com">visakhapatnamsmartcity@gmail.com</a>, C.C to <a href="mailto:commissioner_gvmc@yahoo.co.in">commissioner_gvmc@yahoo.co.in</a></p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered:</b> Yes</p>

	<p><i>“The online opening procedure shall be: e-procurement platform of <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> shall be operated with e-procurement key in internet explorer only.</i></p> <p><b>The opening shall take place at:</b> “same as the Proposal submission address indicated in</p>
<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</b>
<b>20.1</b>	<p><b>Registration:</b></p> <p>a. The Consultant shall be a company incorporated in India under the (Indian) Companies Act 2013 or a company incorporated under equivalent law abroad. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p>b. Consultant must have a valid service tax registration in India. <b>The Consultant shall be required to submit a true copy of its Service Tax registration certificate along with the Proposal.</b></p> <p>Note: All the Consultant/JV / consortium members shall meet the above condition.</p> <p><b>Financial Eligibility :</b></p> <p>a. Minimum Average Annual Turnover from professional fee: Indian Rupees (INR) <b>50.00</b> (Fifty) Crores in the last five financial years 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16.</p> <p>Note:</p> <p>In case of JV/Consortium, minimum annual average Turnover of each Company Indian Rupees (INR) <b>25.00 Crores.</b></p>

21.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="1"> <tr> <th data-bbox="857 239 959 317">S No</th><th data-bbox="959 239 1443 317">Description</th></tr> <tr> <td data-bbox="857 317 959 401">(i)</td><td data-bbox="959 317 1443 401">Specific experience of the Consultants relevant to the assignment</td></tr> <tr> <td data-bbox="857 506 959 583">S No</td><td data-bbox="959 506 1443 583">Description</td></tr> <tr> <td data-bbox="857 583 959 632"></td><td data-bbox="959 583 1443 632"><b>Sub Criteria</b></td></tr> <tr> <td data-bbox="857 632 959 1661"></td><td data-bbox="959 632 1443 1661"> <p>Specific experience of the consultants related to this assignment.</p> <p>A. Experience in successfully delivering city challenge project where consultants worked were selected in smart cities list in India,</p> <p>a. 1 project: 5 marks</p> <p>b. 2 projects: 10 marks</p> <p>B. Experience in Project Management Planning, Design and contract for major infrastructure including sewerage, drainage, roads, power and telecom network for a City/ Town over a minimum of 10 sq.km area (Project costs of value more than Rs. 500 Crores) which the construction started</p> <p>1 number of Project: 5 Marks</p> <p>2 numbers of Projects: 10 Marks</p> <p>3 number of Projects: 15 Marks</p> </td></tr> <tr> <td data-bbox="857 1661 959 1822">(ii)</td><td data-bbox="959 1661 1443 1822"><b>Adequacy and quality of the methodology, and work plan in the terms of Reference (TORs)</b></td></tr> <tr> <td data-bbox="857 1822 959 1871"></td><td data-bbox="959 1822 1443 1871"><b>Sub Criteria</b></td></tr> <tr> <td data-bbox="857 1871 959 1957"></td><td data-bbox="959 1871 1443 1957"> <ul style="list-style-type: none"> <li>• Technical approach &amp; m</li> </ul> </td></tr> </table>	S No	Description	(i)	Specific experience of the Consultants relevant to the assignment	S No	Description		<b>Sub Criteria</b>		<p>Specific experience of the consultants related to this assignment.</p> <p>A. Experience in successfully delivering city challenge project where consultants worked were selected in smart cities list in India,</p> <p>a. 1 project: 5 marks</p> <p>b. 2 projects: 10 marks</p> <p>B. Experience in Project Management Planning, Design and contract for major infrastructure including sewerage, drainage, roads, power and telecom network for a City/ Town over a minimum of 10 sq.km area (Project costs of value more than Rs. 500 Crores) which the construction started</p> <p>1 number of Project: 5 Marks</p> <p>2 numbers of Projects: 10 Marks</p> <p>3 number of Projects: 15 Marks</p>	(ii)	<b>Adequacy and quality of the methodology, and work plan in the terms of Reference (TORs)</b>		<b>Sub Criteria</b>		<ul style="list-style-type: none"> <li>• Technical approach &amp; m</li> </ul>
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	<b>Sub Criteria</b>																
	<ul style="list-style-type: none"> <li>• Technical approach &amp; m</li> </ul>																

		<p>10 Marks</p> <ul style="list-style-type: none"> <li>• Work plan – 2.5 Marks</li> <li>• Organization and Staffing – 2.5 Marks</li> <li>• Presentation – 10 Marks</li> </ul> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to modules/projects ; and the work plan has right input of Experts}</i></p>	
	(III)	<p><b>Key professional staff qualifications and competence for the assignment</b></p> <p><i>Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>	
		<b>Sub Criteria</b>	



		<table><tr><th>S No</th><th>Position</th><th>Marks</th></tr><tr><td>1.</td><td>Programme Director</td><td>20</td></tr><tr><td>2</td><td>Deputy Programme Director/ Construction Manager</td><td>10</td></tr><tr><td>3</td><td>Architect - Urban Planner/Urban Designer</td><td>5</td></tr><tr><td>4</td><td>Water Supply, Sewerage, Drainage Utilities Expert</td><td>5</td></tr><tr><td>5</td><td>E-Governance Expert</td><td>5</td></tr><tr><td>6</td><td>Procurement/ Contract Specialist</td><td>5</td></tr><tr><td></td><td>Sub total</td><td>50</td></tr></table>	S No	Position	Marks	1.	Programme Director	20	2	Deputy Programme Director/ Construction Manager	10	3	Architect - Urban Planner/Urban Designer	5	4	Water Supply, Sewerage, Drainage Utilities Expert	5	5	E-Governance Expert	5	6	Procurement/ Contract Specialist	5		Sub total	50	
S No	Position	Marks																									
1.	Programme Director	20																									
2	Deputy Programme Director/ Construction Manager	10																									
3	Architect - Urban Planner/Urban Designer	5																									
4	Water Supply, Sewerage, Drainage Utilities Expert	5																									
5	E-Governance Expert	5																									
6	Procurement/ Contract Specialist	5																									
	Sub total	50																									
		<p><b>Note:</b> Smart City/SPV may change the core team and the man days as per the requirement of the Modules identified under Smart City Proposal and accordingly evaluate the CVs of core team</p>																									
		<p><b>Total points for the criteria:</b></p> <p><b>The minimum technical score (St) required to pass is:75</b></p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p><b>For all the above positions</b></p> <p>1. eneral qualifications(general education and professional experience): 20%</p> <p>2. Adequacy for the Assignment (Experience in similar capacity, trainings, Experience as per TOR, Experience with IFIs &amp; Overall Impression): 80%</p> <p>Total weight:</p>																									

23.1	<p><b>An online option of the opening of the Financial Proposals is offered: Yes</b></p> <p><b>“The online opening procedure shall be: <i>e-procurement platform of <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> shall be operated with e-procurement key in internet explorer only.</i></b></p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></b></p> <p><b>The official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></b></p> <p><b>The date of the exchange rate is: <u>Dead line for submission of proposals</u></b></p>
27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is</b></p>

	<p><b>calculated as following:</b></p> <p><math>S_f = 100 \times F_m / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T</b> = 0.9, and  <b>P</b> = 0.1</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> will be intimated later.  <b>Address:</b> Greater Visakhapatnam Smart City Corporation Limited, Room No.306, Tenneti Bhavan, Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam, Pin code: 530003, Andhra Pradesh, India.</p>
<b>30.1</b>	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: e-procurement platform of <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> shall be operated with eprocurement key in internet explorer only</b></p> <p>The publication will be done within 7days after the contract signing.</p>
<b>30.2</b>	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> 15 days after signing agreement at Visakhapatnam, Andhra Pradesh.</p>

### Section3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	P a g e  L i m i t
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachmen t	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	

“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

#### **FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

#### **Power of Attorney**

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for **assisting GVSCCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Visakhapatnam City of Andhra Pradesh (the “Project”)**, including signing and submission of all documents and providing information / responses to GVSCCL, representing us in all matters before GVSCCL, and generally dealing with GVSCCL in all matters in connection with our bid for the said Project.

---

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

*Note:*

- *To be executed by the Lead Member in case of a Consortium.*
- *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.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

---

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and

Document duly attested by notary public)

**Power of Attorney**

Whereas Greater Visakhapatnam Smart City Corporation Limited (“GVSCCL”) has invited applications from interested parties for **assisting GVSCCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Visakhapatnam City of Andhra Pradesh** (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. .... (Lead Member), and M/s ..... (the respective names and addresses of the registered office) do hereby designate M/s. .... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with GVSCCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of the Contract Agreement is entered into with GVSCCL.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the .....Day of .....2016

.....

(Executants)

**(To be executed by all the members of the Consortium)**

*Note: 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.*

#### **FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT BIDDING**

(On Non – judicial stamp paper of Rs 100/- or of appropriate value and  
Document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this \_\_\_\_day of \_\_\_\_\_ 2015at \_\_\_\_\_among\_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as”\_\_\_\_”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part  
and

\_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as”\_\_\_\_”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part  
and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Greater Visakhapatnam Smart City Corporation Limited (“GVSCCL”) has invited Request for Proposal (RFP) from Consultants interested for **assisting GVSCCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Visakhapatnam City of Andhra Pradesh** (“Project”) as per the terms contained in the RFP Document.



AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
3. That this MoU shall be governed in accordance with the laws of India and courts in Visakhapatnam shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party

-----  
n ----- Party

Witness:

- 1.-----
- 2.-----

**FINANCIAL QUALIFICATION OF THE APPLICANT**

S. No.	Financial Year	Annual Turnover (Rs. crore)	Amount equivalent as per the year 2015-16
1	Financial Year 2011-12		
2	Financial Year 2012-13		
3	Financial Year 2013-14		
4	Financial Year 2014-15		
5	Financial Year 2015-16		

*Note: The audited Financial Statements for the corresponding year have to be attached.*

Name of the auditor issuing the certificate

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Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

### TECHNICAL QUALIFICATIONS EXPERIENCE

[The following table shall be filled in for the Consultant and for each member of the Consortium]

Applicant/ Legal Name: *[insert full name]*

Date: *[Insert day, month, year]*

Consortium Members Legal Name: *[insert full name]*

Tender no and Title: *[Insert Tender number]*

Page *[Insert Page Number]* of *[Insert total number of pages]*

*[Identify contracts that demonstrate coetaneous infrastructure projects experience over the past 10 (ten) years pursuant to Qualification criteria and Requirements. List contracts chronologically, according to their commencement (starting date)]*

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{ e.g., Jan.2009– Apr.2010 }	{ e.g., “Improvement quality of.....”: designed master plan for rationalization of	{ e.g., Ministry of ....., country }	{ e.g., INR 01 Cr. }	{ e.g., Lead partner in a JV A&B&C }	Yes/No

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR. equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>	<b>Certificate from the client provided</b>
	.....; }				
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR 2 Cr.}	{e.g., sole Consultant}	Yes/No

(Name and Sig of Authorized Signatory)

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**FORMAT FOR AFFIDAVIT CERTIFYING THAT CONSULTANT (CONSULTING FIRM)/  
DIRECTOR(S) OF CONSULTING FIRM ARE NOT BLACKLISTED**

**(On a Stamp Paper of relevant value)**

**Affidavit**

I M/s. .... (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on .....

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RfP at any stage of selection and/or thereafter during the Contract period.

Dated this .....Day of ....., 201....

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

*To be executed separately by all the Members in case of Consortium*

**TECHNICAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

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To: TheManaging Director,  
DIN No:07106418,  
Greater Visakhapatnam Smart City Corporation Limited,  
Room No.306, Tenneti Bhavan,  
Greater Visakhapatnam Municipal Corporation,  
Asilmetta,  
Visakhapatnam, Pin code: 530003

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant (PMC) for assisting Greater Visakhapatnam Smart City Corporation Limited to Design. Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal”.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- 
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
  - (e) We, along with any of our sub consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a department imposed by any state Govt or Govt of India or any multilateral funding agency or any Govt of all the eligible countries.
  - (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
  - (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
  - (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

**A - Consultant's Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

**B - Consultant's Experience**

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1. List only previous similar assignments successfully completed in the last 10 (ten) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client. The PMC experience certificate shall indicate value of projects on which PMC operated. For similar assignments successfully completed, copy of Completion Certificate from the competent authority needs to be uploaded.

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<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009– Apr.2010 }	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country }	{e.g.,INR 01 Cr. }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan-May 2008 }	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g.,INR 2 Cr. }	{e.g., sole Consultant }

**NOTE :** Up load the scanned copies of the above certificates.



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## **FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

#### **B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

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## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach, Methodology and presentation
  - b) Work Plan
  - c) Organization and Staffing}
- 
- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  - c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}
-

## FORM TECH-5(FOR FTP AND STP)

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	48	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
D-2	{e.g., Deliverable #2:..... .}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in a form of a bar chart.
  3. Include a legend, if necessary, to help read the chart.
-

**FORM TECH-6(FOR FTP AND STP)**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

<b>N°</b>	<b>Name</b>	<b>Expert's input (in person/month) per each Deliverable (listed in TECH-5)</b>	<b>Total time required - in person for the entire contract (in person months)</b>
-----------	-------------	---------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

		Position		D-1		D-2		D-3	.....	D-4				Home	Field	Total
<b>KEY</b>																
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]								
			[Field]	[0.5 m]		[2.5]		[0]								
K-2																
K-3																
n																
										S						
<b>NON-</b>																
N-1			[Home]													
			[Field]													
N-2																
n																
										S						
										T						

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (26) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input

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**FORM TECH-6  
(CONTINUED)****CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information and references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized  
Representative of the Consultant  
(thesame who signs the Proposal)

Signature

Date



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## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted. }

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations -

FIN-4 Reimbursable expenses

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**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

To: *TheManaging Director,  
DIN No:07106418,  
Greater Visakhapatnam Smart City Corporation Limited,  
Room No.306,  
Tenneti Bhavan,  
Greater Visakhapatnam Municipal Corporation,  
Asilmetta,  
Visakhapatnam, Pin code: 530003]*

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Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant (PMC) for Assisting Greater Visakhapatnam Smart City Corporation Limited to Design. Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *including of all indirect local taxes in accordance with Clause 28.1 in the Data Sheet excluding service tax.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

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We remain,

Yours sincerely,

Authorized Signature { In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

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### FORM FIN-2SUMMARY OF COSTS

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Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16. delete columns which are not used}
	INR
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}	

**Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4). FORM  
FIN-3 BREAK DOWN OF REMUNERATION**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-day Remuneration Rate	Time Input in Person/Days (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}
	<b>Key Experts(Core Team)</b>					
K-1			[Home]			
			[Field]			
K-2						
	<b>Non-Key Experts (Support Team &amp; Support Staff)</b>					
N-1			[Home]			
N-2			[Field]			
	Total Costs					

### FORM FIN-4 BREAK DOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursabl								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							

#### Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

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## **Section5. Eligible Countries**

**In reference to ITC6.3.2,** for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

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## **Section 6. Bank Policy – Corrupt and Fraudulent Practices**

- 1.**
- 2.**
- 3.**
- 4.**
- 5.**
- 6.**

- 6.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any

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person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>2</sup>;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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## Section 7. Terms of Reference Background

- 7.1.1. Government of India has now announced the list of 20 cities to be taken up for development as smart cities. The cities have to now move towards transforming these plan proposals to projects.

### 7.2. Objective of the Assignment

- 7.2.1. The objective of the assignment is to perform activities necessary to plan, design, integrate, package, administer and manage the development and construction of smart city / SPV led projects as per para 10.6 of Smart City Mission Guidelines.

### 7.3. Scope of Services

1. The Project Management Consultant (PMC) shall support the Smart City/SPV in overall Project Management of Smart City projects, including planning, designing, packaging, integrating, managing and implementing smart city projects identified by the city on the following two outputs:

Output1: Area Based Development

Output2: Pan-city Solution

2. Under this assignment the consultant is required to review projects identified by the Smart City, for Area Based Development as well as for Pan City Solution (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smartcities.gov.in/winningCity1.htm>). The project detail (module wise) is attached at Annexure I *[Attach smart city project detail (Module wise)]*. The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency(ies) expeditiously. The PMC shall assist Client in preparation of RFPs for the procurement of implementing partner(s)/ Agency(ies). The PMC shall not sub contract any of the activities defined in the scope of the assignment to any other consulting firm.
3. The PMC shall also assist the Client in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.
4. The RFPs prepared by the PMC for procurement of implementing partner/agency(ies) for implementation of Smart City Projects, will follow Competitive Bidding (CB) method .

Without limiting the scope, the PMC shall be responsible for the following tasks:

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### **7.3.1. Output 1: Area Based Development:**

#### **A. Project Development and Design Phase**

- 1.I. The consultant will validate (review and re-verify the modules -group of projects) the smart city proposal and regroup them into modules, if necessary, in consultation with the Smart City/SPV.
- 1.II. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan, re-verify feasibility study etc.
- 1.III. Review existing status of physical infrastructure and other available secondary data.
- 1.IV. Identify requirements of surveys, studies and investigations;
- 1.V. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- 1.VI. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability. The feasibility report should describe the various technical options with recommendation for most appropriate option
- 1.VII. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- 1.VIII. Review of land availability, rehabilitation - resettlement & environmental issues for identified projects
- 1.IX. Coordinate with stakeholders and other departments wherever the convergence is required, to facilitate SPV like integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work
- 1.X. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.
- 1.XI. Based on the approved feasibility report prepare either a Preliminary Design Report (PDR) for EPC implementation or Detailed Project Report (DPR) for construction in accordance with the specific requirements and needs of each project and as per established engineering practices.
- 1.XII. For preparing the PDR or DPR, the consultant will carry out all the required engineering surveys and investigations (total station/LiDAR

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survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.

- 1.XIII. The PDR or DPR should also include assessment of utility shifting requirements and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
- 1.XIV. Assist the client on technical, commercial, financial, and legal aspects of project development based on requirements.
- 1.XV. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- 1.XVI. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;
- 1.XVII. The draft contract to be included in the bidding document shall among other things shall clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
- 1.XVIII. Develop and maintain a program management information system (PMIS) which includes document management, individual and master schedule and cost estimates. Develop appropriate reports including cash flow projections and monthly status summary.
- 1.XIX. Prepare programme wide policies and procedures as applicable including but not limited to communications protocol, PMIS, design management and construction management
- 1.XX. Consulting agency shall establish local office with supporting staff as per the requirement.

## **B. Construction and Contract Management Phase**

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During the construction phase of the module(s) (group of projects), the Consultant shall:

- i. Assist Smart City/ SPV during construction of modules, as applicable, with the stakeholder to review and discuss the PDR or DPR and prepare minutes for recording and circulation
- ii. Providing advice and guidance to the *Smart City/SPV* for modern procedures and guidelines for project implementation and management in general.
- iii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iv. Contract administration and Management of the modules;
- v. Interpretation of the technical specifications for each Module
- vi. Supervise and monitor construction work of each contract module;
- vii. Checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,
- viii. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- ix. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- x. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;
- xi. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- xii. Monitor implementation of environmental standards and safeguards and if any Resettlement Plans;
- xiii. Establish Quality assurance system including verification of quality of material and certification;
- xiv. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;

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- xv. Supervising the construction of the various contract packages for the related outputs of the Program
  - xvi. Record the work measurement and certify the contractor's bill and recommend for making payments to Smart City/SPV.;
  - xvii. Assist the Smart City/SPV in interim and final certification of the bills of payment;
  - xviii. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
  - xix. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Smart City/SPV;
  - xx. Assist third party inspections, if necessary, as decided by Smart City/SPV at implementing agency's lab.;
  - xxi. Assist Smart City/ SPV in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and etc.
  - xxii. Checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts and review the projects documents and give recommendations for approvals as required for PPP projects.
  - xxiii. Review and finalize the "as built" drawings submitted by Contractor;
  - xxiv. Assist the Smart City/SPV in issue of completion certificates;
  - xxv. Inspect the works at appropriate intervals during defect liability period and certification issue;
  - xxvi. Prepare on behalf of *Smart City/ SPV* monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to Client;

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- xxvii. Assist *Smart City/SPV* in monitoring of progress as per the Program Management Information System (PMIS) ;
  - xxviii. Develop and maintain PMIS to track project progress and generate MIS progress reports including physical and financial progress.
  - xxix. Prepare variation statements as required.
  - xxx. Develop and implement procedure for timely payments to the hired implementing agency/agencies and monitor for compliance.
  - xxxi. Support Smart City/SPV in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
  - xxxii. Support Smart City/SPV to meet compliance requirements as and when required.
  - xxxiii. Support Smart City/SPV in documentation and presentation of outputs

### **7.3.2. Smart Solution (ABD & Pan-city Projects)**

#### **A. As-Is**

- i. Review existing available documents & infrastructure.
- ii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerning NGOS, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the Commissioner/ CEO of SPV etc. for consultation.
- iii. Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).
- iv. Prepare the separate As-Is of each ABD Project & Pan Solution.
- v. Prepare & submit the locations with Latitude & Longitude (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the projects under As-Is.
- vii. Submit a simple & clear architecture of whole As -Is system consisting of all ABD Projects & Pan Solutions in integrated manner.

#### **B. To-Be & Requirements Specifications**



- 
- i. Prepare the separate To-Be of each ABD Project & Pan Solution.
  - ii. Identify & prepare the interfaces of integration between the projects under To-Be.
  - iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD Projects & Pan Solutions in integrated manner.
  - iv. Prepare the functional & non-functional requirements specifications.
  - v. Prepare Networking and connectivity requirements
  - vi. Identify & prepare Data digitisation requirements
  - vii. Identify & prepare Training requirements
  - viii. Study of various technologies and suggest the most viable techno economical solution
  - ix. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
  - x. Identification the risks & mitigations

#### **C. Financial Implications and Viability**

- i. Identify financial implications involved in the project based on the Techno-economical estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible as applicable.
- iii. The financial viability of the project based on different financial models viz. VGF, revenue sharing and annuity etc. shall be evaluated and most suitable model for each project shall be recommended indicating all rational.
- iv. Assist Smart City/SPV in consultation for each sub project or group of sub projects as applicable, with the stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

#### **D. DPR**

- i. Prepare a DPR including but not limited to the following:
  - a) Project Components/ phases
  - b) Analyze the future projections and demand assessment.
  - c) Prepare conceptual plan for implementation & integration of different components under the system.
  - d) Solution Architecture, Technical Requirements, Application Architecture, Technology & Deployment Architecture, Network & Server Architecture, Security Architecture, integration with other initiatives, Service Level Agreements & Monitoring Tool.
  - e) Standardization Requirements

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f) PPP Feasibility with different components

g) Detailed Bill of Material for the complete integrated System

**E. Bid Process Management for selection of System Integrator (SI)**

The bid process management shall include;

- i. Prepare the RFP Documents
- ii. Responsible for defining and monitoring the SLAs on behalf of the SPV
- iii. Coordinate Bid Process Management
- iv. Support in evaluation of bids and selection of SI

**F. Smart Solution Project Implementation Support**

The project implementation support shall include

- i. Project Management Activities
  - 1.a) Develop the project plan and project charter
  - 1.b) Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI and MoUD/(GoI).
  - 1.c) Co-ordinate DPR submissions/approvals
  - 1.d) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
  - 1.e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
  - 1.f) Prepare Capacity building plan
  - 1.g) Prepare Change Management Plan
  - 1.h) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
  - 1.i) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
  - 1.j) Suggest and co-ordinate capacity building needs and training programs.
  - 1.k) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
  - 1.l) Defining the escalation mechanism for timely resolution of issues & risks.

- 
- 1.m) Co-ordinate for STQC certification.
  - 1.n) SLA monitoring
  - 1.o) Monitoring the performance of the SI against the base project plan
  - 1.p) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
  - 1.q) Suggest changes in SLAs, if required
  - 1.r) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
  - 1.s) Coordination with various stakeholders
  - 1.t) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
  - 1.u) Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.
- ii. Monitoring the deployment and commissioning of necessary hardware
    - 1.a) Monitoring installation and commissioning of ICT infrastructure
    - 1.b) Ensure the facility management services and help desk of the SI, to ensure system uptime
    - 1.c) Provide fortnightly reports to SPV for the status of implementation till “go-live”.
  - iii. Engaging STQC for Audit
    - 1.a) The Consultant will be responsible to engage STQC to conduct the assessment/review for the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
    - 1.b) The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:
      - **Application audit :**
        - 1..a) Functionality audit *vis-a-vis* the Functional Requirement Specification (FRS) agreed upon during development phase
        - 1..b) Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.

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- 1..c) Review of database structure including:
  - 1..d) Classification of data in terms of sensitivity & levels of access
  - 1..e) Security measures over database installation, password policies and user roles and privileges
  - 1..f) Access control on database objects – tables, views, triggers, synonyms, etc.
  - 1..g) Database restoration and recoverability
  - 1..h) Audit trails configuration and monitoring process
  - 1..i) Network connections to database
  - **Review of Network and Website will include:**
    - 1..a) Penetration and vulnerability testing
    - 1..b) Security exposures to internal and external stakeholders
    - 1..c) Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
  - **Review and Implement of Security Policies and Controls will include:**
    - 1..a) Review of backup process, including schedule, storage, archival and decommissioning of media
    - 1..b) Physical access controls review (over DC and other critical area)
    - 1..c) Review of change management process
    - 1..d) Incident management process – covering identification, response, escalation mechanisms
    - 1..e) Anti-virus (malware) controls – patching, virus definition file update
    - 1..f) General computer controls review
    - 1..g) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data centre and Disaster recovery centre as per the BOM specified for the SI.
    - 1..h) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
    - 1..i) Identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
    - 1..j) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
  - iv. UAT and Go-Live Report

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1.a) Assist & support to assess and certify the solution and associated infrastructure & services.

1.b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live

1.c) Preparation and submission of Go-Live Report, which should shall include the following:

- Hardware at various locations and data centre
- Networking equipments and connectivity
- Data digitisation and migration
- Training to the departmental personnel
- Handholding support
- Integration with applications of other departments / agencies etc.
- Any corrective or preventive actions required from any of the stakeholders
- Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI

v. Monitoring the O&M

1.a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.

1.b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc. for a period of 2(*two*) years from the engagement date.

1.c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.

vi. The consultant shall be responsible for reviewing the work of System Integrator and recommendations of the payments to the SPV.

7.3.3. The Consultant shall provide the support the Smart City/SPV for the successful completion of the Smart City Project and its closure.

**7.4. Team Composition &Qualification Requirements**

7.4.1. The Professionals required for this assignment are categorized in two groups i) Core Team and ii) Non-core Team . The Core Team will be assigned duties in the

clients' office as per the prescribed man-months. The Core Team will be one of important basis for selection of the consultant.

- 7.4.2. Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different project under all modules during the course of the assignment. A reasonable size additional team of support staff like support design engineers, quantity surveyors, draft men, Junior analyst, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the project(s).
- 7.4.3. The broad indicative team requirement of professionals has been indicated below (the team composition is generalized. The consulting firm shall review the composition (position required, no of professionals and man month of each professional and finalize as per the requirement of the project(s)/ module(s)
- 7.4.4.** The CVs of the professionals shall be provided with the technical proposal. However the CVs of the facilitations and development professionals shall only be evaluated for technical score.

**1.1 Core Team (to be evaluated, CV to be provided at proposal stage)**

	Position	Input Months	Minimum Qualification	Minimum Experience
	<b>• Core Team <sup>3</sup>[for Facilitation, Development and Implementation of Project(CVs of the following professionals shall be evaluated for Technical score in technical evaluation)]</b>			
1.	Programme Director	36 months	Bachelor degree in Civil engineering and Master's degree in Engineering/ Management is mandatory.	He should have led Project / Program Management assignment for large integrated urban development projects  15 year experience

2.	Deputy Program Director/ Construction Manager	48 months	Bachelor degree in Civil Engineering is mandatory and Master Degree is desirable.	Should have worked in the role of Construction Manager / Resident Engineer for development of townships/ large urban development projects  15 years overall experience.
3.	Architect - Urban Planner/Urban Designer	36 months	Masters in Urban Planning/ Urban Design/ Community Planning/ City Planning/ Regional Planning	Experience of working on Master Plans of Large Cities/ Urban Areas/ City Regions. Experience in Smart cities shall be preferable. 12 year experience
4.	Water Supply, Sewerage, Drainage Utilities Expert	48 months	Degree in Civil Engineering with Post Graduation in PHE / Environment/ Civil Engineering	Should have worked in the role of Water/ Sewerage/ Drainage Expert for Urban Infrastructure Projects  12 year experience
5.	E-Governance Expert	24 months	Degree in Engineering with Post Graduation Degree	Should have worked in the role of E-Governance Expert for large urban infrastructure projects. Minimum 10 year experience
6.	Procurement/ Contract Specialist	36 months	Degree in engineering or Law is mandatory.	Should have worked in the role Contract Specialist for large urban infrastructure project. Experience of FIDIC is desirable. 12 years experience

<ul style="list-style-type: none"> <li>• <b>Support team for Facilitation and Implementation of Projects:</b> The CVs of these persons shall not be submitted . But at the time of appointment, CVs shall be approved by the Smart City/SPV. The remuneration shall be included in the detail of breakdown of remuneration(FIN-3)</li> </ul>				
7.	Urban Planner	02 nos x 36 months	<ul style="list-style-type: none"> <li>• Post graduation in Urban Planning</li> </ul>	<ul style="list-style-type: none"> <li>• 7 years' experience in integrated land use planning</li> <li>• Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc</li> <li>• Experience developing Development Control Regulations</li> <li>• Knowledge of land management tools like land pooling, TDR etc</li> <li>• experience in Urban research</li> </ul>



8.	Construction Managers (1 no for water Supply / Sewerage + 1 no for Roads)	02 Nos x 36 months	<ul style="list-style-type: none"> <li>Graduate in Engineering</li> </ul>	<ul style="list-style-type: none"> <li>10 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> </ul>
9.	Support Engineer ( <i>Civil Engineers 4 + Mechanical Engineer 1 + Electrical Engineer 1</i> )	06 Nos x 36 months	<ul style="list-style-type: none"> <li>Graduate in Engineering with 5 years experience or Diploma in Engineering with 10 years experience in relevant discipline</li> </ul>	5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Solid Waste Management)
<p>Support Team (Development and Implementation Professional) : The CVs shall be submitted by the Consultant for the following professionals but shall not be evaluated for technical scores in technical evaluation:</p>				
1.	Water Supply Expert	48 months	Degree in Civil Engineering with Post Graduation in PHE / Environment/ Civil Engineering	<ul style="list-style-type: none"> <li>10 years' experience in water supply projects</li> <li>Design and restructuring of water supply / distribution network projects</li> <li></li> </ul>
2.	Landscape / Pavement Design Architects (2 Nos)	02 Nos x 24 months	Master's degree in Landscape Architecture with Degree in Architecture	<ul style="list-style-type: none"> <li>10 years' relevant experience</li> <li>Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.</li> </ul>

3.	Procurement Specialist	48 months	Degree in Engineering/ Management/ law / Business Administration	<ul style="list-style-type: none"> <li>• 10 years experience in the area of public procurement</li> <li>• Experience in construction contract procurement /management in infrastructure projects.</li> <li>•</li> </ul>
4.	Construction Manager	36 months	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years' experience in construction management of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage / Drainage/ Solid Waste Management).</li> <li>• Knowledge of latest Project Management tools</li> </ul>
5.	Urban Designer	03 Nos. x 24 months	Masters in Urban Design/Architecture or equivalent	<ul style="list-style-type: none"> <li>• 10 years experience in Urban Designing of a heritage precinct.</li> <li>• Experience in Transit Oriented Development</li> </ul> <p>Experience in Local area planning,</p>
6.	Transportation Planner/ Engineer	24 months	Masters Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning	<ul style="list-style-type: none"> <li>• 10 years of experience in the area of Urban Transport Planning</li> <li>• Experience in city Mobility Plan preparation,</li> </ul> <p>Transit Oriented Development (TOD) /</p>
7.	Waste Water Expert	48 months	Degree in Civil Engineering with Masters in Environmental Engineering Public Health / Civil	<ul style="list-style-type: none"> <li>• 10 years experience on water sourcing, planning &amp; management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting</li> </ul>
8.	Solar Energy/ Renewable Energy Expert	09 months	B-Tech in Electrical/ Power Engineering / related sector	<ul style="list-style-type: none"> <li>• 7 years experience in power projects viz., planning/designing for power generation, transmission and distribution.</li> </ul>
9.	Electrical Engineering (Power) Expert	36 months	B-Tech in Electrical/ Power Engineering	<ul style="list-style-type: none"> <li>• 10 years similar experience</li> </ul>

10.	Affordable Housing Expert	06 months	Masters in Urban Planning/Housing	<ul style="list-style-type: none"> <li>• 10years experience in Urban Poverty Alleviation</li> <li>• Experience in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation</li> <li>• Knowledge of housing finance etc</li> </ul>
11.	Communication Specialist	18 months	Masters in Mass Communication/ Social Development or equivalent	<ul style="list-style-type: none"> <li>• 10 years similar experience</li> <li>• Experience in management of multimedia and activities pertaining to social media</li> </ul>
12.	Environment Management Expert and Solid Waste Management Expert	02 Nos. x 18 months	Postgraduate in Environmental Planning / Engineering /Environmental Sciences/ Civil Engineering	<ul style="list-style-type: none"> <li>• 10 years' experience in conducting EIA, environment modelling &amp; preparing Environmental Management plans, Clean Development mechanism &amp; Solid Waste Management.</li> </ul>
13.	Social Development Specialist	18 months	Masters Degree or equivalent in social development disciplines	<ul style="list-style-type: none"> <li>• 10 years experience in years experience in Urban Poverty Alleviation.</li> <li>• Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan</li> </ul>
14.	PPP Expert	12 months	MBA (Finance) / CA/CFA or equivalent	<ul style="list-style-type: none"> <li>• 10 years' experience in project funding, structuring of PPP projects.</li> <li>• At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode.</li> </ul>
15.	Structural Engineer (2nos)	02 Nos x 36 months	Masters in Structural Engineering	<ul style="list-style-type: none"> <li>• 10 years related.</li> <li>• Should have the experience in structural design of infrastructure projects for Water / Sewerage / Drainage / Roads</li> </ul>

16.	ICT Expert	24 months	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> <li>• 10 years in implementing ICT projects in Urban area.</li> </ul>
17.	GIS & Remote Sensing Expert	24 months	<ul style="list-style-type: none"> <li>• Degree in Geography,</li> </ul>	<ul style="list-style-type: none"> <li>• At least 10 years of experience in working on similar projects (i.e. use of remote sensing &amp; GIS technology in urban sector projects)</li> <li>• Knowledge of major GIS software products, GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.</li> </ul>
18.	Heritage Conservation Expert	06 months	<ul style="list-style-type: none"> <li>• Bachelor's in Architecture</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years experience in heritage conservation work.</li> </ul>
19.	Business Analyst/ Junior BPR Specialist	06 months	MCA / Post Graduate in any discipline with diploma / degree in IT / BE/B-Tech.	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
20.	Information Security Systems Expert	12 months	MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
21.	Solution Architect	12 months	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
22.	Networking & IT Infrastructure Specialist	12 months	MCA/ B Tech / M Tech in IT with certification in CCNA	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
23.	Video Analyst	06 months	B-Tech in Information Technology/ Electronics & Communication Engineering / Electronics Engineering / Computer science	<ul style="list-style-type: none"> <li>• 10 Years experience in IT field</li> <li>• Minimum 2 years of experience in designing and implementation of large ITMS/ BMS including Surveillance &amp; Video Analytics</li> </ul>

24.	IoT, IoE, AoT Specialist	12 months	BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science	<ul style="list-style-type: none"> <li>10 Years experience in IT field               <ul style="list-style-type: none"> <li>Minimum 3 years experience in implementing IoT/Machine to Machine (M2M) solutions and knowledge of the IoT/M2M market and ecosystems</li> <li>Minimum 3 years experience in a client facing role demonstrating presentation skills and the ability to communicate with client management and executives</li> <li>3 years experience in applying analysis skills and the ability to develop processes</li> </ul> </li> </ul>
25.	Cost Accountant/ Finance Management Expert	48 months	CA/Cost Accountants/ MBA Finance or equivalent	<ul style="list-style-type: none"> <li>10 Years professional experience</li> </ul>
26.	Marine Expert	24 months	Graduate in Engineering with specialization in Marine Sciences/ Coastal Engineering/ sciences	<ul style="list-style-type: none"> <li>10 years experience in relevant field</li> </ul>
27.	Disaster Management Expert	36 months	Graduates with a master's in disaster and emergency management	<ul style="list-style-type: none"> <li>10 years experience in relevant field</li> </ul>
28.	AutoCAD Engineers	10 Nos x 36 months	Diploma in CAD with 05 years of professional experience	<ul style="list-style-type: none"> <li>Experience as AutoCAD Engineer in Infrastructure related projects.</li> </ul>
Other Support Staff				
29.	Surveyors/ Estimation Engineers	04Nos x 36 months	Diploma or Degree in Engineering	<ul style="list-style-type: none"> <li>5 years experience in survey with modern digital survey instruments</li> <li>Experience in surveying with Total Station/ microstation/auto level etc.</li> <li>Knowledge of preparation of drawings on CAD.</li> </ul>
30.	Office Manager	1 No x 48 Months	Bachelor's Degree in any discipline	<ul style="list-style-type: none"> <li>5 years experience in relevant field</li> </ul>

31.	Accountant	02 Nos x 48 Month	CA/ICWA	<ul style="list-style-type: none"> <li>5 years experience in relevant field</li> </ul>
32.	Secretary	02 Nos x 48 Months	Bachelor's Degree in any discipline	<ul style="list-style-type: none"> <li>5 years experience in relevant field</li> </ul>
33.	Office Assistants	02 Nos x 48 Months		<ul style="list-style-type: none"> <li></li> </ul>

Note:

- The staff requirement stated above is for indicative only and also for the purpose of comparison of proposals. If in the financial bid the manmonths quoted by the consultants are different, the proposal of such consultants shall be considered as non responsive. At the time of deployment of the consultants / personnels of the support team except Office support staff the consultant shall intimate the KSCCL and take appropriate permission. However, the Consultant may deploy additional staff as per requirement. But payment will be restricted to the amount and manmonths quoted in the financial bid unless any variation is approved by the KSCCL.
- The Consultant may bid for more than one Smart City, but if the Consultant is bidding for more than one Smart City simultaneously, shall propose separate team for each Smart City. If at any time it is found by the Client that professional proposed is also part of another Smart City Team then the Client may disqualify the Consultancy firm.**
  - The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the key personnel.*
  - Age limit for key professionals mentioned above to be deployed on project should not be more than 70 years on the date of bid submission.*
  - Masters qualification and advanced training/certifications is desirable but not compulsory; extra marks will be awarded for people with these qualifications*

#### **7.5. Reporting Requirements and Time Schedule and Deliverables**

The activity wise reporting requirements and deliverables for ABD Project shall be as follows:

- 7.5.1. Activity 1: Mobilization** The Programme Director will mobilize with at least 2 more core staff during month 1. This team of 3 will setup the PMO, mobilize the remainder staff and start the procedures manual.

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**7.5.2. Activity 2: Data Collection and Analysis**

The PMC shall carry out details data collection, survey and field investigations, study of ongoing and proposed project investments and stakeholder consultation to identify the scope of work under each project of all modules. The consultant has to explore task proposed under project vis a vis objective of modules with the objective of identification of suitable implementation mechanism of projects. Under this task the Consultant is required to do the following:

- Consult the available documents such as city development plans /strategy plans, sanitation plans, mobility plans, secondary data and reports required for analyzing the existing infrastructure facilities and for designing the facilities for project etc.;
- Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- Identify requirements of surveys, studies and investigations;
- Carry out all the required engineering surveys and investigations including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- Assist SPV/ Urban Local Body in conducting regular meetings with all stakeholders and other government entities as required.
- Preparation of situation analysis report.

**7.5.3. Activity 3: Validation Study / Feasibility Report**

The purpose of the validation study is to prepare a road map which becomes the basis of all downstream actions and decisions. The basis of the validation study is all the existing reports and studies. Feasibility Studies, which are part of the overall validation study, will be carried out for all the project components to ascertain both the technical and financial viability and accordingly the listing of modules will be prepared on implementation priority basis. Such studies will assess the technical, social, economic and practical construction feasibility of the project components. the studies will also look economic and financial aspects. Under this task the Consultant for each module is required to do the following:

- Analyze Future projections & demand assessment;
- Prepare conceptual plan and preliminary design of various possible options including the feasibility of the infrastructure to be provided including cost benefit analysis;
- Assist City/ State Government in all stages of consultation with the stakeholder for each sup project or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;

- 
- Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
  - Assess land requirement and preparation of land acquisition requirements;
  - Based on the economic, environmental, social and financial criteria, the various alternative options will be worked and recommendations will be proposed for the preferred options.
  - Financial analysis and tariff structures shall also be reviewed. The recommended improvements shall include capital investment and annual operation and maintenance costs.
  - Prepare and submit the validation study including the 'Feasibility Report' to Smart City/SPV. The Feasibility Report should describe the various technical options with recommendation for most appropriate option. The Report shall address the following aspects:
    - Evaluation of design alternatives
    - The topography and development pattern of the project area
    - Develop historic and future population growth and determine what effects the population growth on the projects under taken in Smart City Mission.
    - Preliminary design and cost estimation
    - Operation and maintenance aspects
    - Financial planning and evaluation
    - Institutional and social capacity
    - Environmental and Social Impact Assessments
    - Formulation of work implementation plan
    - Preliminary procurement plan
    - Preliminary construction schedule
    - Organization evaluation and capacity building and any other relevant information required project to project basis.
  - Identification of potential areas of PPP projects, PPP agencies.
  - Recommendation of suitable arrangement for contracting including exploring options for PPP/ DBO / DBOT/ Service Level Agreements/ Concession Agreements etc.

#### **7.5.4. Activity 5: Preliminary Design Report (PDR) or Detailed Project Report (DPR)**

After selection and approval of the feasibility study under each module, the Consultants shall carry out the preliminary design of all the sub-components of the project/module to the level sufficient for estimation of capital and operations and maintenance costs to a reasonably accurate level in accordance with sound and established engineering practices. In some cases, if the project is to be delivered using EPC then the PMC shall prepare the preliminary design along with EPC tender documents. If project is to be constructed by a contractor, the PMC will do the detailed design and tender documents for bidding. The design shall meet the techno economic aspects for the best possible solutions after considering various



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alternatives and shall sufficiently be detailed to ensure understanding by all stake holders. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bills of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.

The Consultants after adequate interaction and discussion will finalize the PDR or DPR incorporating therein all such relevant comments and suggestions as expressed by the stake holders. Under this task the Consultant is required to do the following:

- Review of the existing PDR or Detailed Project Reports(DPRs)if available with City/State;
- Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Smart City/SPV. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any market rate by proper rate analysis carried out through market enquiry;
- Identify the possibility of private / public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- For each sub project based on the approved frame work the following shall be included in the DPRs:
  - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
  - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
  - Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
  - Prepare environment management plan (EMP) and mitigation measures;
  - Preparation and implementation of resettlement plans, if any
- Prepare PDR or DPR including technical specifications, Contract drawings, bills of quantities and above aspects;

- 
- Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
  - Preparation of strategy and action plan for IEC program including public participation;
  - Assist SPV in second Stage consultation for each module (group of Sub projects), as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
  - In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

The PDR or DPR and related documents for the Project must conform to the requirements of the guidelines and procedures of the government and shall include the following:

- Project Proposal
- Project Evaluation Criteria
  - General information: To include basic technical design, institutional arrangements
  - Estimated Project Cost
  - Project Revenue
  - Estimated Project Benefits and Costs
    - a. Financial
    - b. Economic
  - Risk Allocation Matrix
  - Project and Financing Milestones
- Economic and financial analyses,
- Environmental Management Plan
- Location map
- Preliminary design, specification of works and materials
- Engineer's Estimate in the BOQ format, as necessary
- At this stage consultant should also suggest / propose component different suitable procurement options for proposed projects/module under the respective component.

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**7.5.5. Activity5: Bid Process Management (preparation of Bid documents and award of contract)**

Based on discussions with all stakeholders and approval from SPV Smart City, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines. Under this task the Consultant is required to do the following:

- Assist Smart City/SPV in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
- Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the Smart City/SPV.
- The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing( if applicable), design, construction, and O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.
- Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).

**7.5.6. Activity6: Construction Supervision and Contract Management and Project Administration**

- Shall carry out all the works as per the scope of the works under ABD and smart solution projects to the satisfaction of the Smart City/SPV
- Shall submit monthly & quarterly progress report in the acceptable format to the Smart City/SPV.

7.5.7. The estimated time duration for the consultancy services is 4 (four) years out of which 6-12 months period is for the activity1 to activity 5 and 36-42 months period for activity 6. The period of activity 6 is extendable up to the Smart City Mission (SCM) period with mutual consent.

7.5.8. The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule.

7.5.9. The Consultant shall submit the reports for activity 1 to activity 5 in 3 (three) hard bound copies and one soft editable and pdf format and for activity 6 in 1(one) hard bound copy and 01 (one) soft editable and pdf format.

### 7.5.10. Time Schedule and activity wise Deliverable

The Activity wise time schedule shall be as follows

S No.	Activity wise Deliverable	Time period (T <sub>0</sub> date of signing of Contract) and T <sub>1</sub> is the date of appointment of implementing agency	
1	Activity 1: Mobilization	T <sub>0</sub> + 1 month	
2	Activity 2 : a) For ABD Modules : submission of Data Collection Situation Analysis Report for Modules and its acceptance& approval by the Smart City/SPV b)	T <sub>0</sub> + 2-4 Months	
3	Activity 3 For ABD and Smart Solution Modules : Validation Study and Feasibility Study Report and its acceptance& approval by the Smart City/SPV	T <sub>0</sub> + 4-6 Months	
4	Activity 4 For ABD and Smart Solution Modules : Submission of PDR or DPR (as required)and its acceptance& approval by the Smart City/SPV	T <sub>0</sub> + 6-8 Months	
5	Activity 5 For ABD and Smart Solution Modules : Submission Bid Documents and its acceptance& approval by the Smart City/SPV	T <sub>0</sub> + 9-12 Months	
7	Activity 6 Construction supervision and contract management		
	For ABD Modules	T <sub>1</sub> + 36-42 Months	
	For Smart Solution Module Including the following during implementation period a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization	T <sub>1</sub> + 36-42 Months  For a, b, and c : 2-4 (two-four) Months during implementation by	

	Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of “Go-Live” Report	System Integrator (SI)	
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In addition to above, the consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues related to assignment during the month.

### 8.0 Payment Schedule

(i) 10% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to the advance sought by the Consultant.

The First installment of recovery shall be effected from each running bill paid immediately following the payment of mobilization advance and the last installment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various installments of recovery shall be of equal amounts.

(ii) Remuneration of Personnel as indicated in financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;

(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations.

## 9.1 Qualification and competence of the Core Team

**9.2** The total number of marks allocated for qualification and competence of the proposed Core Team is 50 marks, distributed as detailed below:

S. No.	Key Personal	Marks
<b>Core Team</b>		
1	Programme Director	20
2	Deputy Programme Director/ Construction Manager	10
3	Architect – Urban Planner/Urban Designer	5
4	Water Supply, Sewerage, Drainage Utilities Expert	5
5	E-Governance Expert	5
6	Procurement/ Contract Specialist	5
TOTAL		50

## 9.3 Evaluation Criteria for the Key Personals

1. qualifications(general education and professional experience): 20%

General

2. Adequacy for the Assignment (Experience in similar capacity, trainings, Experience as per TOR, Experience with IFIs & Overall Impression): 80%

<b>A. General Qualification: (20%)</b>	
A1. Education	(10%)
A2. Professional experience	(10%)
<b>B. Adequacy for the Assignment: (80%)</b>	
B1. Experience in similar capacity	(35%)
B2. Experience relevant to TOR	(20%)
B3. Trainings/ Certifications/ Experience with IFIs	(5%)
B4. Overall impression	(20%)

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the Key Personnel for the assignment.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

Note:

3. **The Position of professionals is illustrative and Smart City/SPV may change as per the requirement of the project.**
4. The Consultant shall deploy additional team as per the requirement. The additional team may also include office manager, research associates, analysts, surveyor, draughtsman, quantity surveyors, office manager etc.

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Clause	Evaluation Criteria	Points
(a)	<p>Specific experience of the consultant/firm related to this assignment</p> <p>A. Experience in successfully delivering Smart city challenge project where the city consultants worked were selected in first 20 smart cities list in India,</p> <p>a. 1 project: 5 marks</p> <p>b. 2 projects: 10 marks</p> <p>B. Experience in Project Management for Planning, Design and contract management major infrastructure including water, sewerage, drainage, roads, power distribution, telecom network for a City/ Township spread over a minimum of 10 sq.km area with capital costs of value more than Rs. 500 Crores (Single Project) which the construction work has started</p> <p>1 number of Project: 5 Marks</p> <p>2 numbers of Projects: 10 Marks</p> <p>3 number of Projects: 15 Marks</p>	25
(b)	<p>Adequacy of the proposed work plan and methodology in response to the TOR followed by presentation (if desired by evaluation committee)</p> <ul style="list-style-type: none"> <li>- Technical approach &amp; methodology – 10 Marks</li> <li>- Work plan – 2.5 Marks</li> <li>- Organization and Staffing – 2.5 Marks</li> <li>• Presentation – 10 Marks</li> </ul>	25
(c)	<p>Qualification, Experience and Competence of the Core Team</p> <p>The requirement of the Core Team and the evaluation criterion are given in Section 2-1 above</p>	50
	<b>Total Marks</b>	100

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**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Time-Based Linked with Performance



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**CONTRACT FOR CONSULTANT'S SERVICES**  
**Time-Based linked with performance**

**Name of Project : Project Management Consultant (PMC) for Assisting Greater Visakhapatnam Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Visakhapatnam**

**Contract No.** \_\_\_\_\_

**between**

Greater Visakhapatnam Smart City Corporation Limited  
**VISAKHAPATNAM**

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

## I. Form of Contract

### TIME-BASED

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Greater Visakhapatnam Smart City Corporation Limited for smart city Visakhapatnam on behalf of Ministry of Urban Development (MoUD), Government of India, (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has accepted the offer of the consultant to provide the services on the terms and condtions set forth in this contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts and Non Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions

- of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of Greater Visakhapatnam Smart City Corporation Limited

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

<b>1. Definitions</b>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the <b>Special Conditions of Contract (SCC)</b>, as they may be issued and in force from time to time.</p> <p>(b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(e) “Day” means a working day unless indicated otherwise.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(h) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(i) “GCC” means these General Conditions of Contract.</p> <p>(j) “Government” means the government of the Client’s country.</p> <p>(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the</p>
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	<p>performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(m) "Local Currency" means the currency of the Client's country.</p> <p>(n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(o) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(s) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
<b>2. Relationship between the Parties</b>	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<b>3. Law Governing Contract</b>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
<b>4. Language</b>	<p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
<b>5. Headings</b>	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>
<b>6. Communications</b>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving</p>

	the other Party any communication of such change to the address specified in the <b>SCC</b> .
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
<b>9. Authorized Representatives</b>	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .
<b>10. Corrupt and Fraudulent Practices</b>	1.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment 1</b> to the GCC.
<b>a. Commissions and Fees</b>	1.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

<b>11. Effectiveness of Contract</b>	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
<b>12. Termination of Contract for Failure to Become Effective</b>	1.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>13. Commencement of</b>	1.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days



<b>Services</b>	after the Effective Date specified in the <b>SCC</b> .
<b>14. Expiration of Contract</b>	1.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .
<b>15. Entire Agreement</b>	1.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>16. Modifications or Variations</b>	<p>1.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>1.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
<b>17. Force Majeure</b>	
<b>a. Definition</b>	<p>1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>b. No Breach of Contract</b>	1.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<b>c. Measures to</b>	1.5. A Party affected by an event of Force Majeure shall continue to

<b>be Taken</b>	<p>perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>1.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>1.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>1.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> <li>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</li> <li>(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</li> </ul> <p>1.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 &amp; 49.</p>
<b>18. Suspension</b>	<p>1.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
<b>19. Termination</b>	<p>19. 1 This Contract may be terminated by either Party as per provisions set up below:</p>
<b>a. By the Client</b>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in</p>

	<p>(a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;</li> <li>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;</li> <li>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</li> </ul> <p>19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<b>b. By the Consultant</b>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</li> <li>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>(c) If the Client fails to comply with any final decision</li> </ul>

	<p>reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
<b>c. Cessation of Rights and Obligations</b>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.</p>
<b>d. Cessation of Services</b>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>
<b>e. Payment upon Termination</b>	<p>19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>

### C. OBLIGATIONS OF THE CONSULTANT

<b>20. General</b>	
<b>a. Standard of</b>	20.1 The Consultant shall perform the Services and carry out the

<p><b>Performance</b></p>	<p>Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
<p><b>b. Law Applicable to Services</b></p>	<p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul> <p>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p><b>21. Conflict of Interests</b></p>	<p>21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
<p><b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b></p>	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall</p>

	<p>use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the <b>SCC</b>.</p>
<b>c. Prohibition of Conflicting Activities</b>	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<b>d. Strict Duty to Disclose Conflicting Activities</b>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<b>22. Confidentiality</b>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<b>23. Liability of the Consultant</b>	<p>23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b>, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>
<b>24. Insurance to be Taken out by the Consultant</b>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for</p>

	the coverage specified in the <b>SCC</b> , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
<b>25. Accounting, Inspection and Auditing</b>	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)</p>
<b>26. Reporting Obligations</b>	26.1 The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix.
<b>27. Proprietary Rights of the Client in Reports and Records</b>	<p>27.1 Unless otherwise indicated in the <b>SCC</b>, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b>.</p>
<b>28. Equipment, Vehicles</b>	28.1 Equipment, vehicles and materials made available to the

<b>and Materials</b>	<p>Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>
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#### D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

<b>29. Description of Key Experts</b>	<p>29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p> <p>29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in <b>Appendix B</b> may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.</p> <p>29.3 If additional work is required beyond the scope of the Services specified in <b>Appendix A</b>, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.</p>
<b>30. Replacement of Key Experts</b>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<b>31. Approval of Additional Key</b>	<p>31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to</p>



<b>Experts</b>	<p>the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p> <p>The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.</p>
<b>32. Removal of Experts or Sub-consultants</b>	<p>32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<b>33. Replacement/ Removal of Experts – Impact on Payments</b>	<p>33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<b>34. Working Hours, Overtime, Leave, etc.</b>	<p>34.1 Working hours and holidays for Experts are set forth in <b>Appendix B</b>. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in <b>Appendix B</b>.</p> <p>34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in <b>Appendix B</b>, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

**E. OBLIGATIONS OF THE CLIENT**

<b>35. Assistance and Exemptions</b>	<p>35.1 Unless otherwise specified in the <b>SCC</b>, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</li> <li>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</li> <li>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> <li>(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.</li> <li>(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</li> <li>(f) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</li> </ul>
<b>36. Access to Project Site</b>	<p>36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>

<b>37. Change in the Applicable Law Related to Taxes and Duties</b>	<p>37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1</p>
<b>38. Services, Facilities and Property of the Client</b>	<p>38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix A</b>, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.</p>
<b>39. Counterpart Personnel</b>	<p>39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in <b>Appendix A</b>, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.</p> <p>39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>

<b>40. Payment Obligation</b>	40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.
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## F. PAYMENTS TO THE CONSULTANT

<b>41. Ceiling Amount</b>	<p>41.1 An estimate of the cost of the Services is set forth in <b>Appendix C</b>(Remuneration) and <b>Appendix D</b>(Reimbursable expenses).</p> <p>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the <b>SCC</b>.</p> <p>41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p>
<b>42. Remuneration and Reimbursable Expenses</b>	<p>42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in <b>Appendix C</b> and <b>Appendix D</b>.</p> <p>42.3 Unless the <b>SCC</b> provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in <b>Appendix B</b>, (iii) the Consultant's profit, and (iv) any other items as specified in the <b>SCC</b>.</p>
<b>43. Taxes and Duties</b>	<p>43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b>.</p> <p>43.2 As an exception to the above and as stated in the <b>SCC</b>, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
<b>44. Currency of Payment</b>	44.1 Any payment under this Contract shall be made in the

	currency(ies) specified in the <b>SCC</b> .
<b>45. Mode of Billing and Payment</b>	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>Advance payment</u>. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the <b>SCC</b>. Unless otherwise indicated in the <b>SCC</b>, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in <b>Appendix E</b>, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the <b>SCC</b> until said advance payments have been fully set off.</p> <p>(b) <u>The Itemized Invoices</u>. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the <b>SCC</b>, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the <b>SCC</b>. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p> <p>(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.</p> <p>(d) <u>The Final Payment</u>. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon</p>

	<p>promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the <b>SCC</b>.</p> <p>(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
<b>46. Interest on Delayed Payments</b>	<p>46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the <b>SCC</b>.</p>

### G. FAIRNESS AND GOOD FAITH

<b>47. Good Faith</b>	<p>47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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### H. SETTLEMENT OF DISPUTES

<b>48. Amicable Settlement</b>	<p>48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.</p>
<b>49. Dispute Resolution</b>	<p>49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the <b>SCC</b>.</p>

## II. General Conditions

### Attachment 1: Corrupt and Fraudulent Practices

- 6.4 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 6.5 Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
4. 3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (g) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection

- Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
- (h) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (i) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - (j) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
  - (k) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (l) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.



### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: English
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client : [Insert the name of the SPV]</p> <p>Attention : <u>Greater Visakhapatnam Smart City Corporation Limited, Room No.306, Tanneti Bhavan, , Greater Visakhapatnam Municipal Corporation, Asilmetta, Visakhapatnam, Pin code: 530003, Fax No 0891-2568545</u></p> <p>E-mail (where permitted): <u>visakhapatnamsmartcity@gmail.com</u> <u>commissioner_gvmc@yahoo.co.in</u></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> [Insert name ] Chief Executive Officer, Greater Visakhapatnam Smart City Corporation Limited</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>The effectiveness conditions are the following:</b> approval of the Contract by the <i>Greater Visakhapatnam Smart City Corporation Limited</i>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be 60 (Sixty) Days</b></p>
13.1	<b>Commencement of Services:</b>

	<p><b>The number of days shall be 15 Days</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 48 months (04(four) Years), which may be extended on mutual consent till the Smart City Mission Period on the successful performance of the Consultant.</p>
<b>21 b.</b>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p><b>Yes</b></p>

23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>“Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</li> </ul> <p><b>(b) This limitation of liability shall not</b></p> <ul style="list-style-type: none"> <li>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Client's Country.</li> </ul>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of equal to the value of the Contract Price;</b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country.</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>

41.2	<p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p>
	<p><b>(a) Payments shall be made according to the following schedule:</b></p> <p>(i) 10% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to the advance sought by the Consultant.</p> <p>(ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;</p> <p>(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations.</p> <p><b>(b) Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: “be paid” or “reimbursed”]</i> <b>by the Client</b> <i>[insert as appropriate: “for” or “to”]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
42.3	<p><b>Price adjustment on the remuneration apply only if the contract is extended beyond 18 months.</b></p> <p>Payments for remuneration made in [local] currency shall be adjusted as follows:</p> <p>(1) The official Index is CPI (Urban) for Visakhapatnam as published by Director general/Central Statistical Office, Ministry of statics &amp; programme Implementation, Government of India for the month for which the adjustment is supposed to have effect</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in <b>Appendix C</b> shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the 25<sup>th</sup> the calendar</p>

	<p>month after the date of the Contract) by applying the following formula:</p> <p style="text-align: center;">{ or }</p> <p>where</p> <p><math>R_l</math> is the adjusted remuneration;</p> <p><math>R_{lo}</math> is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;</p> <p><math>I_l</math> is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p><math>I_{lo}</math> is the official index for salaries in the Client's country for the month of the date of the Contract.</p>
43.1 and 43.2	<p><b><u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></b></p> <p>The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>The Client warrants that the Client shall reimburse the Consultant, and Consultants person for any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> <li>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</li> <li>(ii) if the Consultant, Sub-consultants or Experts do not withdraw</li> </ul> </li> </ul>

	but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
<b>Add Clause 43.3</b>	(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration Number to the client.  b) Tax will be deducted at source as per the prevailing Income Tax Rules.
<b>44.1</b>	The currency of payment shall be the following:  <b>Indian Rupees</b>
<b>45.1(a)</b>	The following provisions shall apply to the <b>mobilization advance</b> payment and the advance bank payment guarantee:  A. The Mobilization advance payment shall be 10% (ten percent) of the Final accepted Contract Amount against 110% (one hundred ten percent) advance bank payment guarantee. The mobilization advance shall be paid in two stages as follows:  (a) Stage-I : After Signing of the Contract : 5% of the Final Accepted Contract Amount. (b) After mobilization of Core Team and Establishment of the Project Office at Visakhapatnam: 5% of the Final Accepted Contract Amount.  B. The mobilization advance payment will be set off by the Client in equal 06 (six) portions against the payment made to the Consultant.  C. The advance bank payment guarantee shall be in the amount [insert the amount] in the Indian Rupees of the advance payment.  D. The bank guarantee will be released when the advance payment has been fully set off.  E. If the contract is terminated due to default of the Consultant, the "mobilization advance" would be deemed as interest bearing advance at an Prime lending Rate (PLR)/ base rate of State bank of India, (to be stipulated depending on the prevailing rate at the time of issue of NIT) to be compounded quarterly.
<b>45.1(b)</b>	<b>The Consultant shall submit to the Client itemized statements at time intervals of Every month. The time sheets supported by Progress Reports and deliverables.</b>

45.1(e)	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
46.1	<p><b>The interest rate is:</b> London Inter-Bank Offered Rate [LIBOR] plus 2% for foreign currency/local currency.</p>
49.	<p><b>/Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Registrar, The Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute..</p>
	<p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>

	<p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];</p> <p>(b) The <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
<b>INSERT CLAUSE 50</b>	<p>Performance Security</p> <p>(a) The Successful Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ [05 (five)]% of the accepted Contract amount within 28 (twenty eight) days to the Client through Bank Guarantee acceptable to the Client, of receipt of the Letter of Award from the Authority.</p> <p>(b) The Performance Security shall be issued by an Commercial Scheduled Bank and from within a the jurisdiction of the Country). The Performance Security shall be valid until a date 60 days beyond the date of completion of all contractual obligations of the Consultant.</p> <p>(c) The Client shall not make a claim under the Performance Security,</p>



	<p>except for amounts to which the Client is entitled under the Contract in the event of:</p> <ul style="list-style-type: none"> <li>(i) failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Client may claim the full amount of the Performance Security,</li> <li>(ii) failure by the Consultant to pay the Client an amount due, as either agreed</li> <li>(iii) Claims, Disputes and Arbitration, within 42 days after this agreement or determination,</li> <li>(iv) Circumstances which entitle the Employer to termination under Sub- Clause 19(a) [Termination by the Client], irrespective of whether notice of.</li> </ul> <p>(d) On Completion of the Contractual obligation by the Consultant, The performance security shall be returned to the Consultant within 21 days by the Client.</p>
<b>INSERT CLAUSE 51</b>	<p><b>Failure to Perform the Contractual Obligations</b></p> <ul style="list-style-type: none"> <li>(i) In the event of total default / failure of the PMC in execution of the services for reasons solely attributable to PMC, the SPV reserves the right to get the work executed by any other consultancy firm at the risk and cost of the defaulting consultancy firm. Decision of employer is final &amp; binding on the consultancy firm.</li> <li>(ii) In this case liquidated damages @ 0.5%( zero point five percent) of the fee for the cost of balance work up to activities 2 to 5 per week of delay subject to maximum of 10% shall be levied by the GVSCCL.</li> </ul> <p><b>For Variations in the Estimation Cost</b></p> <ul style="list-style-type: none"> <li>(iii) The SPV will be responsible for monitoring the PMCs performance and initiate action / liquidated Damages for non-compliance with the ToR, wrong/incomplete specification in the bid documents, improper estimate, improper / poor progress monitoring, not informing in advance about necessary actions to be taken by the Implementing partner/Agency(ies) etc.</li> </ul>

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty Six (26) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### APPENDIX C – REMUNERATION COST ESTIMATES

#### 1. Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."*

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**Model Form I<sup>5</sup>**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [INR])\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

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Not applicable for QCBS Method of Selection



**APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ *[insert date]* \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* () *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or \_\_\_\_\_

1

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_[month]\_\_\_\_\_, \_[year]\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

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*[signature (s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

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2

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”