



**Silvassa Smart City Limited (SSCL)**



# REQUEST FOR PROPOSAL

RFP No.: 01/2018-2019/SSCL/Silvassa

<b>Particulars</b>	<b>Details</b>
<b>Authority</b>	Silvassa Smart City Limited (SSCL), Silvassa, UT of Dadra & Nagar Haveli, INDIA
<b>Project Name</b>	Smart City Proposal Implementation in Silvassa City
<b>Assignment Name</b>	Appointment of Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Silvassa Smart City Limited
<b>Document Issue Date</b>	21 <sup>st</sup> May, 2018
<b>Document Number</b>	01

Silvassa Smart City Limited, Silvassa, UT of DNH, India

C/o Silvassa Municipal Council, Char Rasta, Silvassa, UT of DNH, India

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Consultants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Consultants or any other person. The purpose of this RFP is to provide interested Consultants with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Consultants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Consultant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Consultant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Reference No.:** 01/2018-2019/SSCL/Silvassa  
SMART CITY MISSION (SCM)

**Project Name:** I

**Name Of The Department:** Silvassa Smart City Limited

**Title Of Consulting Services:** PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS UNDER SMART CITY MISSION (SCM) IN SILVASSA.

### **Section I. Letter of Invitation**

1. The Silvassa Smart City Limited (hereinafter called “Employer”) is executing SMART CITY MISSION (SCM) in Silvassa.
2. The employer invites proposal to provide the following consulting services: **Project Management consultant to Design, Develop, Implement, manage and Monitor Smart City Mission of Silvassa Smart City Limited.** More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is in Instructions to Consultants.
3. A firm will be selected under “Combined Quality Cum Cost Based System (CQCCBS)” as per procedures described in this RFP.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract
5. Proposal must be delivered:
  - To the address below at or before 15:00 hrs. on 21/06/2018
  - Together with a bid security in the amount and form indicated in the Bidding Documents.

6. Technical Proposal will be opened at 15.00 hrs. on 21/06/2018 in the presence of Bidders' representatives who choose to attend.

Yours sincerely,

Chief Executive Officer,  
Silvassa Smart City Limited

**Address:** *Silvassa Municipal Council Office  
Shahid Chowk, Near Town Hall,  
U.T. of Dadra & Nagar Haveli,  
Silvassa – 396230*

**Telephone:**  
**Email:** *smartcitysilvassa@gmail.com*

S No	Information related to bid process	Details
1	Publication of Request for Proposal	Date : 21/05/2018
2	Tender fee	Rs. 25000/-
3	Physical and Online Submission deadline or Proposal Due Date (PDD)	Date : 21/06/2018 upto 15.00 hrs
4	Bid validity period	120 days from date of opening of bid.
5	Last date for submission for queries for clarification to SMC	Date 31/05/2018
6	Contact person and email id	Mr. Mohit Mishra email ; <a href="mailto:smartcitysilvassa@gmail.com">smartcitysilvassa@gmail.com</a>
7	Pre-bid meeting - Date, time, and venue	Date and time 31/05/2018 4.00 p.m. Address: Silvassa Municipal Corporation, Shahid Chowk, Silvassa
8	Opening of Technical Proposal – date, time and venue	Date and time 21/06/2018 3.00 p.m. Address Silvassa Municipal Corporation, Shahid Chowk, Silvassa
9	Opening of Financial Proposal	To be intimated to the qualified bidders
10	Letter of Award (LoA)	To be intimated to the qualified bidders
11	Signing of agreement	To be intimated to the qualified bidders

## **Section 2: Instructions to Consultants**

### **Part I**

#### **Standard**

##### **I. Definitions**

- (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.
- (b) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (c) “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.
- (d) “Consultant” means any entity or person or associations of person who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (f) “Day” means calendar day.
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment condition to supplement, but not to over-write, the provisions of the ITC.
- (h) “Employer” means the Agency who has invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (i) “Government” means the Government of India /State/Local Government.
- (j) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (k) “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.

- (l) “LOI” (Section I of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (m) “MoUD” means Ministry of Urban Development presently called Ministry of Housing and Urban Affairs(MoHUA)
- (n) “Module” means group of projects
- (o) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;  
“Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country;  
“Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.  
“Core Team 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.  
“Sector Expert(s)” means an individual professional and support staff 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 required for eligibility but not for evaluation.  
“Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal.
- (q) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (r) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (s) “SSCL” Silvassa Smart City Limited
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (u) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be

performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

## **2. Introduction**

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) meeting basic eligibility criteria as mentioned in Part II Data Sheet and in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals has been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer 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 Consultants.

## **3. Eligibility of Consortium or Joint Venture (JV), and Sub-Consultants**

- 3.1. The Consultant may be a single entity or a group of entities (the "Consortium"), joining together to implement the Project. However, no Consultant applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Consultant used herein would apply to both a single entity and a Consortium.

- 3.2. Consultant/s can participate jointly as a Consortium or Joint Venture (JV). However, the Lead Member of the consortium would have to individually qualify the basic, eligibility criteria set forth in Part II data Sheet. The Project Director should mandatorily be from the Lead Member of the Consortium. The combined score of the Consortium or Joint Venture (JV), shall be taken into account for evaluation purpose. If any member of the Consortium or Joint Venture (JV), is dropped after the submission of bid in response to RFP, such an association of consultant is liable to be rejected by the Employer. The Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the Consortium / Joint Venture, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.
- 3.3. A Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium to implement the project.
- 3.4. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”),
- 3.5. The Client permits consultants (firms from all countries) to offer consulting services.
- 3.6. Furthermore, it is the Consultant’s responsibility to ensure that it’s Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.

#### **4. Clarification and Amendment of RFP Documents**

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in the Part II Data Sheet. The Employer may respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. The employer may also, in its discretion, chose to upload the reply on its website. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 Below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt

of all amendments except in case when the addendum has been uploaded on the public website. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## 5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- **Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- **Conflicting Assignment/job;** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

- **Conflicting relationships** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) 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 Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

## **6. Unfair Advantage**

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## **7. Proposal**

7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

## **8. Proposal Validity**

8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend

the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

## 9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultant as outlined in Part I Clause 3. However no new sub-consultancy shall be allowed after the submission of proposal without approval of CEO Smart City.
  - (b) The estimated number of Professional staff-months for the Assignment/job may be shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
  - (c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
  - (d) If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Personnel, 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 **Data Sheet**

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form

TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## 10. Taxes

10.1 The Financial Proposal shall take into account all expenses **excluding GST liabilities**. Only GST as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.



## **11. Currency**

11.1 Consultants must express the price of their Assignment/job in Indian Rupees.

## **12. Earnest Money Deposit (EMD) and Bid processing Fees**

### **12.1 Earnest Money Deposit**

- I. An EMD of Rs. 40 lakhs, in the form of DD or Bank Guarantee drawn in favour of the Employer (Silvassa Smart City Limited) and payable at Silvassa as mentioned in data sheet, must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

### **12.2 The EMD shall be forfeited by the Employer in the following events:**

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. 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.
- III. If the consultant tries to influence the evaluation process.
- IV. 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).

## **13. Bid Processing Fees**

All consultants are required to pay as mentioned in data sheet towards Bid Processing Fees in the form of demand Draft drawn /online transfer in favour of Employer (as indicated in Data Sheet) and payable at Silvassa. The Bid Processing Fee is Non-Refundable. Non submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

## **14. Submission, Receipt, and Opening of Proposal**

14.1 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 in the format of TECH-I of Section 3, and FIN-I of Section 4.
- 14.2 The Consultant shall upload scanned copies of signed and complete Proposal comprising the documents and forms (Documents Comprising Proposal). The submission shall be online and uploaded hard copies along with EMD shall be sent to the Client's address. 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.
- 14.3 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.
- 14.4 A Proposal submitted by a Joint Venture/Consortium shall be accompanied by the Power of Attorney of Lead Member of Consortium and 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.
- 14.5 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal. The modifications and revisions after a proposal has been submitted will only be accepted if a written request is made by the consultant and a summary sheet of the changes done is attached with the resubmitted proposal. The resubmission shall be done before the deadline.
- 14.6 The signed Proposal shall be marked "Original", and its copies marked "Copy " as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 14.7 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "Appointment of Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Silvassa Smart City Limited.", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."
- 14.8 The sealed envelopes containing the Qualification Documents, Technical Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 14.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening

- of the Proposal and the proposal will be rejected
- 14.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected
- 14.11 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- 14.4 The Proposals must be sent to the address indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

## **15. Proposal Evaluation**

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- 15.3 Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the

proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

**15.5 Public opening & evaluation of the Financial Proposals:** After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive 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 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 shall 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 Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened by the Client's evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be *present* and 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. Only online proposal will be opened and marks will be allotted based on online proposal. Sealed proposal will not be opened. Total Scores shall be sent to all Consultants who submitted Proposals and/or uploaded on the Client's web site.

In case of any technical glitch / any unavoidable circumstances during opening of online financial proposal, sealed proposal will be opened and marks will be allotted on the basis of sealed proposal.

The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

**15.6** The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of

other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]. This selected consultant will then be invited for negotiations, if considered necessary.

## **16. Negotiations**

- 16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in

the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The core experts and support team members mentioned in the bid document, with total man months exceeding 30 would be expected to be stationed in Silvassa and available as and when required for the project and/or by the Employer or its representatives. Further, the Employer will not consider substitutions during contract negotiations and three years after the signing of the contract. Substitution shall be allowed only in case both parties agree that unavoidable circumstances make such substitution unavoidable for reasons such as death or medical incapacity etc. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. In such cases the client may negotiate the contract with next bidder that is the bidder immediately below the present one in the marks hierarchy. If any of the Core Team 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 of Core Team Expert shall have equal or better qualifications and experience than those of the originally proposed. Moreover, it shall be absolute prerogative of the client to reject or accept such substitution
- 16.5 In any case If the Consultant fails to provide a replacement of Core Team Expert (who are required to stay for any time exceeding 30 months) with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, a onetime penalty of up to Rs 10 lakhs per replaced member shall be levied upon the consultant.
- 16.6 In any case, if the Consultant fails to provide a replacement of Core Team Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, penalty of upto Rs 20 lakhs per replaced member shall be levied upon the consultant.
- 16.7 However , if during the working of PMU it is found that any member of core team /support team is not working to the satisfaction of the client, the consultant shall

immediately (withing 60 days of the request) replace him with an expert of equal of better qualifications

16.8 The primary intent of these clauses is that the client should have high quality experts and human resources available and physically present in Silvassa during contract period. Any of the clauses of this bid document should be interpreted in the light of this intent. The client, through its CEO reserves its right to take any action—including imposition of fine not exceeding 10 at a time, termination of the contract of the consultants etc.—to ensure such availability during the contract period.

16.9 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail then the second agency with the highest score will be called in for negotiations.

16.10 The consultant is not allowed to subcontract its services to any other agency.

## **17. Award of Contract**

17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent

17.3 The Consultant is expected to commence the Assignment/job within 15 days of the issue of letter of intent.

17.4 CEO SSCL shall be authorised to terminate the contract of the PMC with one months notice in case the performance of PMC is found below par. CEO shall be the sole authority to decide performance of the agency. In such cases, the bid security and performance guarantee shall be returned upon the consultant handing over all records , documents and datum to the new consultants subject to satisfaction of CEO. This clause and all the other relevant clauses of this RFP shall be read as an integral part of the Standard Form of Contract.

17.5 The Consultant and its Sub-consultants and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

Payment under the Contract shall be made in the currency of client's country.

## **18. Confidentiality**

- 18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
19. The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
20. The selection process shall be governed by and construed in accordance with the laws of India and Courts at Silvassa shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.



## INSTRUCTIONS TO CONSULTANT

### Part-II

### DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
I.	2.1	Name of the Employer:	Silvassa Smart City Limited represented by CEO <b>Method of Selection is Quality cum Cost Based Selection</b>

2	2.1	Basic Eligibility criteria	<p>a) The Bidder/s shall be a private company, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate</p> <p>b) The Bidder/s / Consortium of firms must have a valid GST registration</p> <p>c) The Bidder/s must have at least one office in India which has been operational for the last three years or more</p> <p>(d) The sole bidder/Lead Bidder/Consortium member should not have been blacklisted / debarred/termination of contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company/ Statutory Body / PSU company / Local Authority / Government of any sovereign countries /.</p> <p>e) The Consultant (in case of single business entity) / Lead Member (in case of Consortium or JV maximum upto 4 members) should have a minimum average annual turnover of Indian Rs. 50(fifty) crores during the last three (3) financial years.</p> <p>f) The Consultant Should have Experience in at least 5 (five) assignments of Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal) of value Rs 100 lakhs and above</p> <p>The consultant should have an experience of working as Project management consultant for at least 2 selected Smart Cities.</p>
2.	2.2	Name of the Assignment/job is:	: <b>Project Management consultant to Design, Develop, Implement, manage and Monitor Smart City Mission of Silvassa</b>

			<p><b>Smart City Limited in general and pan city digital solutions in particular</b></p> <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 Silvassa City can be downloaded from government of India's Smart City website <a href="http://smartcities.gov.in">http://smartcities.gov.in</a> (The consultants are requested to study the document in detail.)</p> <p><b>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: Yes</b></p>
3.	2.5	A pre-proposal meeting will be held:	<p>YES</p> <p>Date: 31/05/2018 Time: 04.00 PM Venue: <b>Silvassa Smart City Limited</b> Silvassa Municipal Council Office Shahid Chowk, Near Town Hall, U.T. of Dadra &amp; Nagar Haveli, Silvassa – 396230 Your queries may be sent on email <a href="mailto:smartcitysilvassa@gmail.com">smartcitysilvassa@gmail.com</a> Contact Person:- Prasad Patel</p> <p>3</p>
4	14.4	Date & time and address for submission of proposal/ bid:	
		Date	21/06/2018
		Time	03.00 PM
		Address	<b>Silvassa Smart City Limited</b> Silvassa Municipal Council Office Shahid Chowk, Near Town Hall, U.T. of Dadra & Nagar Haveli, Silvassa – 396230

5	2.5	The Employer's representative is:	... Silvassa Smart City Limited
		Address:	<b>Silvassa Smart City Limited</b> Silvassa Municipal Council Office Shahid Chowk, Near Town Hall, U.T. of Dadra & Nagar Haveli, Silvassa – 396230
		Telephone:	0260-2633192
		Fax	-
		E-mail:	<a href="mailto:smartcitysilvassa@gmail.com">smartcitysilvassa@gmail.com</a>
6	2.6	The Employer will provide the following inputs and facilities:	The consultant will have to arrange a minimum of 2000 sq.ft. built office space with all the required facility for entire operation of PMC of SPV till 15-8-2018 After 15-8-2018 PMC will be allotted office space in new building of Silvassa Smart City Limited
7		The Employer envisages the need for continuity for downstream work:	No
8	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days
9.	4.1	Clarifications may be requested not later than days before the submission date.	18 days
		The address for requesting clarifications is:	<b>Silvassa Smart City Limited</b> Silvassa Municipal Council Office Shahid Chowk, Near Town Hall, U.T. of Dadra & Nagar Haveli, Silvassa – 396230
		E-mail:	<a href="mailto:smartcitysilvassa@gmail.com">smartcitysilvassa@gmail.com</a>
10.	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details

11.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	<p><b>A. For Monthly Based components:</b></p> <p>Estimated number of Professional staff-months are as follows:</p> <p>Estimated number of Person Man Months of Key Personnel : 186 Man Months</p> <p>Estimated number of Person Man Months of Support Team : 270 Man Months</p> <p>Estimated number of Person Man Months of Support Staff : 144 Man Months</p> <p>The Consultant's Proposal must include the Estimated number of Professional staff-months is) for Implementation of Projects of Silvassa Smart City Limited.. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) will be multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech I: Letter of Proposal submission	

5	6	Form Tech 2 : Consultant's organization & experience	
8	9	Form Tech 3 : Comments & suggestions on TOR	
11	12	Form Tech 4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
13	14	Form Tech 5 : Team composition	
16	17	Form Tech 6 : Curriculum vitae	
19	20	Form Tech 7 : Staffing Schedule	
22	23	Form Tech 8 : Work Schedule	
25	26	Form Tech 9: Comment / modification suggested on draft contract.	
28	29	Form Tech 10: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific component of this Assignment/job	NO
15	10	Taxes	The Financial Proposal shall take into account all expenses but excluding GSTN liabilities. Only GSTN as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.
16.	11.1	Consultant to state the cost in	Indian Rupees
17	12.1	Earnest Money Deposit	12.1(l) Rs. 40 lakhs (Indian Rupees Forty Lakhs only) in the form of Demand Draft/Banker's cheque/FDR/ Bank Guarantee in favour of the CEO, Silvassa Smart City Limited payable at Silvassa

18.	13.	Bid Processing Fees	Rs. 25000/- (Indian Rupees Twenty Five Thousand only)in the form of Demand Draft/Banker's cheque in favour of the <b>Silvassa Smart City Limited payable at Silvassa.</b>
19.	14.3	Proposal Submission	Consultant must submit the original and <b>1 (One)</b> copy of the Technical Proposal, and the original of the Financial Proposal.
20.	15.4	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation as mentioned below this Table of Data Sheet.  31
21	15.5	Joint Venture etc	<b><u>Joint venture (JV): Allowed – Joint Venture (JV) can be maximum of four partners.</u></b> <b>Consortium: Allowed.</b> Except as provided herein, the Consultants may not associate with non-qualified consultants or with other qualified consultants.
21.	15.7	Method of Selection	Quality (80%) cum Cost (20%) Based Selection  32 <b>QCBS - 80:20</b>  <b>The technical quality of the proposal will be given weight of 80%</b> , the method of evaluation of technical qualification will follow the procedure given in Clause 15 of Instruction to consultants. The price bids of only those consultants who qualify technically ( <b>Minimum Qualifying Marks: 60%</b> ) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. <b>The financial proposal shall be allocated weight of 20%</b> . For working out the combined score, the employer will use the following formula:  34 Total points = T (w) × T (s) + F (w) × F(s), where

			<p>35</p> <p><math>F(s) = \{(LEC / EC)*100\}</math></p> <p>T (w) stands for weight of the technical score.</p> <p>T (s) stands for technical score</p> <p>F (w) stands for weight of the financial proposal</p> <p>EC stands for Evaluated Cost of the financial proposal</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>F(s) stands for Financial score of the financial proposal</p> <p>36</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-I) will be considered for award of contract and will be called for negotiations, if required.</p>
22	16	Negotiation	<p>Add Clause 16.6 as below:</p> <p>37</p> <p>If any key expert gets less than 60 % marks during technical evaluation, then he/she needs to be replaced at the time of negotiation. The other experts who's CVs will not be evaluated but has to be submitted with proposal, should meet the minimum qualification criteria as per the ToR, otherwise such expert also needs to be replaced at the time of negotiation.</p>
23	17.3	Expected date for commencement of consulting Assignment/job Location for performance assignment / job:	<p>38</p> <p>To be communicated later</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p>
24		Instructions for filling up technical Proposal	<p><b>Note to the Consultants for e-tendering:</b></p> <p>a) In participation in e-tendering of Authority, it is</p>



			<p>mandatory for prospective Consultants to get registered on website <a href="https://dnhtenders.gov.in">https://dnhtenders.gov.in</a> Thus, it is advised to all prospective Consultants to get registration by making on line registration fees.</p> <p>b) It is mandatory that the Consultants sign their bids online using Class-II or Class-III Digital Signature Certificates, so the same should be obtained at the earliest if not obtained already.</p> <p>c) For further information regarding issue of Digital Signature Certificate, the Consultants may visit website <a href="http://www.nprocure.com">www.nprocure.com</a>. It is to be noted that it may take upto 3 to 4 working days for issue of Digital Signature Certificate. Authority shall not be responsible for any delay in issue of Digital Signature Certificate.</p> <p>d) 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>e) Consultant must positively complete online e-tendering procedure at <a href="https://dnhtenders.gov.in">https://dnhtenders.gov.in</a></p> <p>f) For any type of clarifications Consultants can visit help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844 Email id-support-eproc@nic.in</p> <p>g) The original proposal, technical 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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			<p>provided in the RFP.</p> <p>h) 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 and Financial Proposal shall be submitted in Physical form in original and the scanned copy of the original Technical Proposal in pdf form shall be uploaded on the Authorities website duly digitally signed. The signed Technical Proposal and Financial shall Proposal shall be marked “ORIGINAL Technical Proposal” &amp; “ORIGINAL Financial Proposal”</p> <p>i) The financial Proposal shall be submitted online as well as in sealed physical form. Online proposal shall be signed digitally.</p> <p>Only online proposal will be opened and marks will be allotted based on online proposal. Sealed proposal will not be opened.</p> <p>In case of any technical glitch / any unavoidable circumstance during opening of online financial proposal, sealed proposal will be opened and marks will be allotted on the basis of sealed proposal.</p> <p>j) 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 &amp; Bid processing fee, power of attorney shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of attorney , document fee and</p>
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			<p>processing fee shall be submitted in Physical form (hard copy) along with 2 copies and scanned copy of the technical proposal and EMD, power of attorney shall be submitted online be sealed digitally. The Financial Proposal shall be submitted online only and shall be signed digitally. This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet/key dates]”. The Authority 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. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Authority after the deadline for submission shall be returned unopened.</p>
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**Procedure for Detailed evaluation of technical qualifications**  
**(With reference to point no. 19 / Clause 15.4 of Data Sheet):**

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

<b>A.</b>	<b>Specific experience of the consultant firm relevant to the assignment / job</b>	<b>30 marks</b>
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	<b>Sub criteria</b>	
i.	Experience as project management consultant/ Design and /or Supervision consultant in development of Urban Mobility related project with value of contract (for consultancy service) of at least Rs. 100 lakh. (1 mark per project subject to maximum 2 marks)	2 marks
ii.	Experience of operating a multiyear PMU/PMC at ULB/State/Central level in an urban area in India, of which at least one assignment shall include the implementation of a Smart City Mandate in cities, and where scope of work should include project appraisal support, bid process & contract management, project implementation & program management support. For every such project 2 marks shall be given subject to a maximum of 4 marks.	4marks
iii.	Experience in project management consultancy assignments (including Design/Supervision consultant) in Urban Infrastructure (water supply/sewerage/urban design & landscape//power/ solid waste management) related project with value of contract (for consultancy service) of at least Rs. 250 lakh. lakh(This is exclusive of Projects done in Smart City) ( 2 marks per project subject to maximum 6 marks)	6 marks
iv.	Experience of PPP transaction advisory projects in sectors such as Urban Infrastructure/ Real estate/ Industrial Infrastructure/ Transport of project value over INR 30 crore each. ( 1 mark per project subject to maximum 4 marks)	4 marks
v.	Experience as project management consultant/ Design /Supervision/ System integration in Integrated ICT applications related project with value of contract (for consultancy service) of at least Rs 50 lakh. (1 mark per project subject to maximum 3 marks).	3 marks

vi.	Experience of successfully issuing work order for works after empanelment of the PMC in a Smart City. For each successful work order 1(one) marks shall be given subject to maximum of 8(eight) marks of value Rs 50 Crore and above.	8 marks.
vii.	Experience of providing consultancy services for preparation of tourism master plan, tourism circuits, river rejuvenation other allied works for a government body. One mark for every project subject to a maximum of 3 marks	3 marks
<b>B.</b>	<b>Proposed methodology and work plan in response to the terms of reference. Shall be evaluated solely by Presentation.</b>	<b>30 marks</b>
	<u>Sub-criteria:</u>	
i.	Technical approach & methodology	6 marks
ii.	Work plan ensuring timely completion of Smart City Project in Silvassa	10 marks
iii.	Organisation & staffing	8 marks
iv.	Understanding of Silvassa Smart City Proposal	6marks
<b>C.</b>	<b>Key professional staff: Qualification &amp; competency for the assignment / job.</b>	<b>40 marks</b>

Qualifications and competency of each of the key professional as per 'C' above will be evaluated separately. The marks for key professionals will be further divided as under:

Sr. No.	Position	Marks
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1.	Team Leader	8
2.	Urban Infrastructure Specialist/ Deputy Team Leader	6
3.	E-Governance /ICT Expert	6
4.	Urban Finance Specialist Cum PPP Expert	5
5.	Urban Planner	5
6.	Procurement and Contracts Expert	5
7.	Municipal Services Specialist	5
8.	<b>TOTAL</b>	<b>40 marks</b>

For all the above positions following sub-criteria shall be followed:

a)	General qualifications 1. Educational qualification -20% 2. Personal Interaction / Interview of Key Staff - 40%	60%
b)	Adequacy for the Assignment 1. Experience in similar capacity, trainings, Experience as per TOR - 20 % 2. Experience with Government Projects -20%	40%

Note:

- If any key experts get less than 60 % marks then he need to be replaced at the time of negotiation.
- Other experts should meet the minimum qualification criteria as per the ToR, otherwise the expert needs to be replaced at the time of negotiation.

### **Section 3: Technical Proposal - Standard Forms**

## FORM TECH-I

### LETTER OF PROPOSAL SUBMISSION

*Silvassa, 21<sup>st</sup> May, 2018*

To: *Mr. Mohit Mishra,  
The chief Executive Officer,  
Silvassa Smart City Limited,  
Silvassa*

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees..

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:



## FORM TECH-2

### FORM 2: CONSULTANT'S ORGANIZATION & EXPERIENCE

Form 2A: Format for Details of Consultant

#### I. Details of Consultant

a.	Name of consultant with full address	:	45
b.	Tel. No.	:	46
c.	Fax No.	:	47
d.	Email	:	48
e.	Year of Incorporation.	:	49
f.	Name and address of the person holding the Power of Attorney.	:	50
g.	(i) Place of Business.	:	51
	(ii) Date of Registration.	:	52
h.	Name of Bankers with full address.	:	53
i.	GSTN Registration Number (copy).	:	54
j.	Permanente Account Number (copy).	55	56
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	57
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	58

**2.** In case of a Consortium:

- a. The information above should be provided for all the members of the consortium.
- b. Information regarding role of each member should be provided as per table below:

<b>Sr. No.</b>	<b>Name of Member</b>	<b>Role (Specify Lead Member/ Other Member)</b>
1.		
2.		

Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

<b>Consultant*</b>	<i>(Name of Consultant)</i>				
<b>FY</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>	59	60	61	62	63
<b>Certificate from the Statutory Auditor</b>					
64 This is to certify that..... <i>(Name of the Consultant) has</i> received the payments and annual turnover as shown above against the respective years.					
65 Name of the audit firm:					
66 Seal of the audit firm					
67 Date:					
68 <i>(Signature, name and designation of the authorised signatory)</i>					
69					

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- \* Consultant should fill in details as per the row titled Annual turnover in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.



**Form 2C: Engagement Experience**

List projects in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
70	72
71	73
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
74	
Start date (month/year):	75
Completion date (month/year):	
Narrative description of Project:	
76	
77	

## FORM TECH-3

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

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

*[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

#### **B - On Inputs and Facilities to be provided by the employer**

*[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]*

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

*Technical Approach and Methodology,  
Work Plan, and  
Organization and Staffing.*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) Organization and Staffing. The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff..*

*d) Timely Completion. The work plan and the approach should include a plan to ensure timely completion of the projects in Silvassa. Understanding of local realities of Silvassa will be appreciated.]*

**FORM TECH-5**

**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

Professional Staff

<b>Sr. No.</b>	<b>Name of Staff</b>	<b>Name of Firm</b>	<b>Area of Expertise</b>	<b>Position / Task assigned for this job</b>



## FORM TECH-6

### CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

*[For each position of key professional separate form Tech-6 will be prepared]:*

2. Name of Firm:

*[Insert name of firm proposing the staff]:*

3. Name of Staff:

*[Insert full name]:*

4. Date of Birth:

5. Nationality:

6. Education:

*[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*

7. Membership of Professional Associations:

8. Other Training:



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

Date: *[Signature of staff member or authorized*

Place: *representative of the staff]*

*[Full name of authorized representative]:*

## FORM TECH-7

### STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	-	--	-	--	n		
82	83													84

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

**FORM TECH-8**  
**WORK SCHEDULE**

S.No.	Activity	85	86	87	Months	88	89	90	91	92	Total Months	
93	1	2	3	4	5	6	---	----	-	-	n	94

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

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

## **FORM TECH-9**

### **COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT**

*[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]*

## FORM TECH-10

### INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature *[In full and initials]*:

*Name and Title of Signatory:*

*Name of Firm:*

*Address:*

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



## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

*[Location, Date]*

To: *Mr. Mohit Mishra*  
*The Chief Executive Officer,*  
*Silvassa Smart City Limited,*  
*Silvassa-396 230*

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures I]*. This amount is inclusive of the Domestic taxes, but excluding GSTN. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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 Paragraph 4 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

---

<sup>1</sup>Sub Total (A) as per Form FIN 2

**FORM FIN-2  
SUMMARY OF COSTS**

Particulars	Amount in Rupees
<b>A. Competitive Components</b>	
<b>'Monthly based'</b>	
(A.1) <b>Remuneration</b> (Please note that amount shall be the same as in Form FIN-3A)	X-1
(A.2) <b>Reimbursable</b> (Please note that amount shall be the same as in Form FIN-4A)	X-2
<b>Total Cost of 'Monthly based' [I]</b>	<b>X = X1 + X 2</b>
<b>'Deliverable based Module I to 9'</b>	
(B.1) <b>Remuneration</b> (Please note that amount shall be the same as in Form FIN-3B)	Y-1
(B.2) <b>Reimbursable</b> (Please note that amount shall be the same as in Form FIN-4B)	Y-2
<b>Total Cost of 'Deliverable Based' [II]</b>	<b>Y = Y-1 + Y-2</b>
<b>Sub Total (A)<sup>2</sup> = [I + II]</b>	<b>X + Y</b>
<b>B. Non Competitive Components</b>	
Provisional Sum (Please note that amount shall be the same as in Form FIN-5)	95
Contingency (Please note that amount shall be the same as in Form FIN-5)	96
<b>Sub Total (B)</b>	
<b>Total Cost of Financial Proposal (A+B)</b>	
Service Tax	
<b>GRAND TOTAL</b>	

The weightage of deliverable linked payment would be 75% and weightage for monthly payments would be 25% of the accepted contract value

*Authorized Signature*

Name: .....

Designation .....

Name of firm:

Address:

<sup>2</sup>The Evaluation of Proposal shall be done on Competitive Components only

**FORM FIN-3A (MONTHLY BASED )  
BREAKDOWN OF REMUNERATION**  
(PROFESSIONAL STAFF AND SUPPORT STAFF)

(For details please refer to Note below)

S.No	Name of Staff	Position	Man Month Rates (A) in Rupees		Proposed Man Months (B)		Total Amount in Rupees.* (A)*(B)
97	98	99	106	107	108	109	110
100	101	102					
103	104	105					
	Key professionals * <sup>1</sup>						
1	112	113	114	115	116	117	118
2	119	120	121	122	123	124	125
3	126	127	128	129	130	131	132
4	133	134	135	136	137	138	139
	Support Staff * <sup>2</sup>						
147	148	149	150	151	152	153	154
155	156	157	158	159	160	161	162
163	164	165	166	167	168	169	170
171	Total	172	173	174	175	176	177

\*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

\*1 Key Professionals are to be indicated by name

\*2 Support Staff is to be indicated per category (e.g.: Draftsman, Assistant etc.)

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

(Amount in Words):

**Note:**

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

**FORM FIN-3B (DELIVERABLE –MODULE I TO 9)**  
**BREAKDOWN OF REMUNERATION**  
(PROFESSIONAL STAFF AND SUPPORT STAFF)

(For details please refer to Note below)

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’.

<b>S.No</b>	<b>Name of Staff</b>	<b>Position</b>	<b>Man Month Rates (A) in Rupees</b>		<b>Proposed Man Month s</b>		<b>Total Amount in Rupees.*</b>
<b>178</b>	<b>179</b>	<b>180</b>	<b>184</b>	<b>185</b>	<b>(B)</b>	<b>186</b>	<b>(A)*(B)</b>
181	182	183	184	185	(B)	186	(A)*(B)
187	188	189	190	191	192	193	194
1	195	196	197	198	199	200	201
2	202	203	204	205	206	207	208
3	209	210	211	212	213	214	215
4	216	217	218	219	220	221	222
223	224	225	226	227	228	229	230
231	232	233	234	235	236	237	238
239	240	241	242	243	244	245	246
247	248	249	250	251	252	253	254
255	256	257	258	259	260	261	262
263	Total	264	265	266	267	268	269

\*Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

(Amount in Words):

**Note:**

- 1 Lump Sum staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

**FORM FIN-4A (MONTHLY BASED)  
BREAKDOWN OF REIMBURSABLE EXPENSES**

N o	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day			
2.	Cost of office operation, including overheads and back-stop support	Per Month			
6	Local Transportation	Vehicle Month			
7	Communication Costs to all personnel and Office	Per Month			
9.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month			
10	Other Allowances where applicable	270	271	272	273
<b>Sub Total: Reimbursable Expenses carried to FIN 2</b>					<b>274</b>

**\*Total Reimbursable: = \_\_\_\_\_ Total amount in Rupees.**

Amount in words:

**FORM FIN-4B (DELIVERABLE -MODULE I TO 9)  
BREAKDOWN 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'

No	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day			
2.	Cost of office operation, including overheads and back-stop support	Per Month			
6	Local Transportation	Vehicle Month			
7	Communication Costs to all personnel and Office	Per Month			
9.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month			
10	Other Allowances where applicable	275	276	277	278
<b>Sub Total: Reimbursable Expenses carried to FIN 2</b>					<b>279</b>

**\*Total Reimbursable: = \_\_\_\_\_ Total amount in Rupees.**

Amount in words:



### FORM FIN-5

<b>PROVISIONAL SUMS</b>					
i	Office Equipment	LS			
ii	Survey, Tests, Investigation and Reports etc	LS			
iii	Workshops and Seminar	LS			
iv	Intercity Travels	LS			
<b>Sub Total: Provisional Sums</b>					<b>280</b>
<b>Contingency</b>					<b>281</b>
<b>Total of provisional sum + contingency</b>					<b>282</b>

**Total provisional sum + contingency = \_\_\_\_\_ Total amount in Rupees.**

Amount in words:

**APPENDIX**  
**NOTE FOR PREPARATION OF FINANCIAL PROPOSAL**

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3 (A) and 3(B)** Remuneration
  - (i) The purpose of Form FIN-3A & 3B is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
  - (ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). **Please note that the man month for Monthly Based components shall be equal to that mentioned in ToR.** The month shall be calculated as per follows:  
1 year = 12 months = 252 working days
  - (iii) Support Staff is also included in this form.
- 4 **Form FIN-4(A) and 4 (B)** –Reimbursable Expenses

The purpose of Form FIN-4 A & 4B is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

  - (i) Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office (Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis.
  - (ii) Office Operations

The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis.
  - (iii) Office Accommodation

This shall be applicable only in case the office accommodation is not provided by the Project City or Central Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on lump sum basis.
  - (iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at project office as required for the project. The monthly payment shall be made on lump sum basis.

(v) Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The monthly payment shall be made on lump sum basis.

(vi) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The monthly payment shall be made on lump sum basis

## **5. Provisional Sums and Contingencies (Form FIN 5)**

All expenditures under the project, which are to be paid under provisional sums on actual basis, shall be done maintaining financial propriety. The Financial propriety means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm has to provide certificate that material is purchased on lowest rate in the market.

All equipment, furniture items, documents, reports and other articles purchased by the Consultant from the project fund shall be property of Client. At the end of Contract, the firm will hand over all these articles and equipment in working conditions to the Client. Proper stock register of purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required. Following expenditures shall fall under provisional sums and shall be reimbursed on actual basis.

a. Office equipment

All necessary office equipment and furniture like computer hardware, printers, software, networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase.

b. Workshops and seminars

The expenditures made on meetings, seminars and workshops etc. with the approvals of employers shall be reimbursed based on actual.

c. Exposure visit

The expenditure made on exposure visit, road show, Smart city summit etc. with the approvals of employer shall be reimbursed based on actual.

d. Intercity travel

The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend Illrd party inspections etc. with the approval of the employer. The payment will be considered for actual number of trips desired by the employer for performance of services and will be reimbursed on the actual basis from provisional sum.

**6. Contingencies**

The provision of contingencies shall be there as indicated.

**7. Other Allowances (Guest House)**

Other Allowances expenses towards operation and maintenance of Guest House including all consumables as required for the project. The monthly payment shall be made on lump sum basis.

**8. Travel**

The cost of travel (Four wheeler on hire)/ Air / Train Travel for project travels required for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit. The payment will be reimbursed on monthly pro-rata basis over duration of assignment.

## **Section 5: Terms of Reference**

## **I. Background**

Government of India (GoI) has announced the list of 9 cities to be taken up for development as smart cities in round four of the Smart Cities Mission, which included Silvassa. Like the round 1, round 2 and Round 3 cities, the round four cities have to now move towards converting their plan proposals to projects.

By leveraging its strategically located industrial zone, dense city core, iconic riverfront and rich tribal legacy as key strengths, Silvassa aspires to be a thriving growth centre in the region between Mumbai and Gujarat. The city seeks to achieve this by improving access to its industrial areas, improving mobility conditions in the city centre, addressing all gaps in basic infrastructure, creating a clean and healthy urban environment, increasing avenues for art, culture and recreation, promoting skill development and using technology to provide smart governance.

As part of the SCP, the city of Silvassa has set its vision for smart city as follows: ‘Silvassa - A vibrant growth centre that offers an optimal balance between industrial prosperity and quality of life, while promoting its rich tribal heritage. This vision has been expressed in the form of the following goals:

### **Goal 1: Well-serviced industrial hub**

1. Improve connectivity to industries
2. Improve basic services to industries
3. Create supporting infrastructure to cater to industrial demand
4. Creating a healthy industrial environment

### **Goal 2: Healthy and vibrant core**

1. Improve access to basic services and sanitary conditions in a phased manner
2. Improve mobility conditions in the city centre
3. Increase the number of avenues for art, culture and recreation
4. Promote skill development, entrepreneurship & innovation
5. Augment health infrastructure to service the district
6. Robust digital infrastructure

### **Goal 3: Regional tourism destination**

1. Leverage waterfront development and promote Silvassa as a weekend destination
2. Promoting cultural tourism

### **Goal 4: Sustainable power**

1. Promote renewable energy in the city centre
2. Reduce energy consumption on street lighting

### **Goal 5: Smart governance**

1. Informed decision-making
2. Improved service delivery

### 3. Improved citizen engagement

Based on this vision, Silvassa' s proposed ABD & selected Pan City components of the SCP are now required to be operationalized into on-ground projects/interventions. To enable operationalization, consulting inputs are required by the Silvassa Smart City Limited (SSCL).

#### **Objective of assignment**

The objective of this consulting assignment is to appoint a project management consultant to pursue the following functions:

1. To facilitate institutional development of the SPV & preparation of master project schedule and business plan for the SPV
2. To design & develop, manage, implement, and oversee area-based development & pan city components under the Smart City Mission (SCM) in Silvassa
3. To adapt innovations and identify smart solutions to implement the projects
4. To coordinate for integration of all convergence projects with the Smart City Project
5. To provide project management, monitoring and evaluation services to SSCL

#### **Scope of Work**

Projects identified under Silvassa SCP require diverse skill sets and cross-sectoral expertise for project implementation. Further, project implementation ought to be done in an integrated and well-coordinated manner.

The Consultant shall provide assistance and advice to SSCL in planning & designing, procurement, implementation, project management, co-ordination with various line departments, and institutional development of the SPV to facilitate timely implementation of the ABD & Pan City components in the identified in the Smart City proposal.

The scope of consultant under the proposed mission will be divided into four broad components namely

- (i) Institutional Development & Preparation of Business Plan & Program Management Schedule for the SPV
- (ii) Design, Development, Implementation & Project Management of the ABD components
- (iii) Conceptualization and operationalization / deployment support of the selected Pan City components
- (iv) Programme Management & Monitoring support

Under this assignment the consultant is required to review projects identified by SSCL as part of its Smart City Proposal can be downloaded from the website of Smart City mission. (Smart City Proposal Can be downloaded from the website of Smart City mission <https://smarnet.niua.org/content/5f991d2a-300d-44e3-8404-7739f2825cdf>). The project detail (module wise) as mentioned in Smart City Proposal is attached at

Annexure I for reference. The projects identified in the Smart City proposal are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. Therefore projects may change so as to align and adapt with mission objective in consultation with the stakeholders/employer.

For the ABD projects, 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 for the indicative list of projects and any other project which may be envisaged for making city smart.

For the Pan City components, the consultant shall assist SPV in conceptualization, system design, and operationalization of the digitally enabled Pan City projects.

The consultant shall also assist the SSCL in monitoring of the work of implementing agencies and shall be responsible for overall management and delivery of the project. The RFPs prepared by the PMC for procurement of implementing partner/agency (ies) for implementation of Smart City Projects, will follow International Competitive Bidding (ICB) method. Silvassa Smart City Limited will decide on method of procurement such QCBS, QBLCS (Quality Based Least Cost Selection) etc. The appointed General Consultant shall strictly adhere to activities specified in the detailed scope of work which are mentioned below or which the SPV will direct the consultant to do.

The consultant's scope of work will involve implementing the following components of the Smart City Proposal which have been structured into modules:

**Module 1: Institutional development of SPV;**

- 1 Inception report
- 2 HR and staffing plan
- 3 Project scheduling plan
- 4 SPV business plan

**Module 2: Infrastructure plan for water supply and sewerage;**

The module has been further broken down into two packages.

Package 1: Will Include following

1. Infrastructure assessment for water supply in ABD area and outside ABD area
2. Firefighting ESR and network which includes use of cleaned water from newly commissioned sewerage treatment plant.
3. Smart metering & SCADA including a system to impose and collect water and sewerage charges.

Package 2: Will Include following

1. Infrastructure assessment for sewerage in ABD area and outside ABD area including SCADA system



2. Common Effluent Treatment Plant & conveyance system
3. Smart Urban restrooms with bathing and launderette facilities

### **Module 3: Deliverables linked payment schedule applicable for Urban Design plan;**

The module has been further broken down into four packages.

Package 1: Smart Roads

Package 2: Storm-water Drainage

Package 3: Market Development: This will include the following:

1. Development of Panchayat Market with City Square
2. Warli themed ceremonial street and other street improvement
3. Development of hawking zones / hawkers plaza
4. Beautification of Damanganga and Pipariya bridge by emotive lighting
5. Vegetable Market

Package 4: Transport Infrastructure Development: This will include

1. Developing Multi-level car parking facility and on-street parking

### **Module 4: Well serviced industrial hub;**

The module has been further broken down into four packages. Package 1: Development of a truck terminus/ Transport Nagar and provision of laybys along ring road

Package 2: Upgradation of chawl housing (Provision for Upgradation of Infrastructure

Package 3: Development of Labour hostel

Package 4: Multi-purpose business centre

### **Module 5: Social infrastructure plan;**

This will include following:

1. Upgradation of Bal Udyaan and Bal Bhawan
2. Upgradation of working women's hostel
3. Development of skill development & digital literacy centres

### **Module 6: Development of a tourist circuit;**

The module has been further broken down into three packages.

Package 1: will include:

1. Development of an iconic Warli village
2. Nature trails along kothars

Package 2: will include:

1. Promoting watersports and development of Mini jetty on Damanganga River
2. Open air restaurants

Package 3: will include

1. Public bike sharing scheme near Damanganga river and for industrial area

### **Module 7: Smart traffic and parking management;**

The module will include:

1. Command and control centre
2. IT connectivity with Wi-fi routers & OFC network
3. Intelligent traffic management system
4. Smart signals and pelican signals
5. Surveillance cameras, CCTVs with number plate detection feature
6. E-Challan system
7. Parking meters for off-street parking and on-street parking
8. Smart poles with LED screens
9. Solar power LED street lights with SCADA

### **Module 8: Smart Governance;**

The module will has been divided into two packages

Package I will include:

1. Geo spatial mapping of utilities (waters supply, sewerage, electrical, gas, OFC, SWD)
2. Complete digitalisation of solid waste management system in the city and collection of door to door segregated waste

Package 2 will include:

1. Customized Enterprise resource planning (ERP)(E-Municipality) for the SMC
2. Silvassa Citizen App (including integration

### **Module 9: Environment management;**

The module will has been divided into two packages

Package I will include:

1. Pipariya river conservation

Package 2 will include:

1. Solar rooftop on all Govt. buildings

2. Sensors for detecting Air and noise pollution & flood line monitoring

### **Detailed Scope of Work**

#### **Task 1: Facilitate Institutional Development of the SPV, Preparation of the Project Development Schedule and Business Plan for the SPV**

The consultant shall initially mobilize the key personnel team following notice to proceed to set up project office along with equipment and peripherals and then mobilize further manpower as per requirement for each module.

Institutional development and strengthening will be a key consulting input to the SPV's functioning. The SPV would require robustness as well as flexibility of functioning to be able to implement ABD protects in an effective and timely manner. This robustness and flexibility will be lent by a defined organizational framework, institutional policies and guidelines, and a performance monitoring mechanism.

The general consultants shall provide strategic inputs to SSCL during its formative weeks. Key tasks envisaged are:

#### **Project Management (Organizational ground setting)**

- The team leader of the consultant shall initially mobilize the core team following notice to proceed to set up project office along with equipment and peripherals and then will mobilize further manpower as per requirement for each module.
- PMC shall operate full-fledged with all its Key Experts and Non- Key Experts from their Project Office in Silvassa.
- Assist the SPV in recruitment and capacity building for the SPV's employees and define/review the SPV's organizational policies including Human Resource policy and draft code of conduct for employees, vendors/contractors.
- Support the development/drafting of procurement manuals, governance structure, and financial reporting mechanisms of the SPV.
- Prepare the strategy and framework for citizen engagement and mass communication, and ensure compliance with smart city mission guidelines in this regard of all stakeholders of the projects.

#### **Financing Strategy**

- Assist SSCL in raising, regulating, utilizing, and managing various funds and grants allocated by various bodies/schemes to the SPV and simultaneously manage accessing of funds by the SPV from other sources including debt, user charges, taxes, tolls, surcharge and others.

- Review the project costs and financing plan/project financing options for each project and assess the need for additional fundraising to bridge gaps between capex required and allocable funds. The consultant shall be responsible for advising the most optimal financing option and tie up the funds required by the projects.
- Assist the SSCL in fund raising activities, Prepare the SSCL's future cash flow statement for the next five years to identify annual or quarterly funding requirements.
- Support the SPV in engaging knowledge partners to include national and international academic and research institutions, experts, specialists, think-tanks, and other relevant organizations that build and strengthen the SPV's capacities to consistently implement and showcase the ABD projects.

### **Design & Development**

- Handhold/ support Silvassa Smart City Limited for project identification and prioritization, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- Assist State Government/ Silvassa Smart City Limited in identifying key stakeholders, (such as from elected representatives, eminent persons, sector experts, RWAs, market associations, government entities, institutions etc.) and conducting regular meetings to discuss progress and issues related to smart city projects, and prepare minutes for q and for the entire project.
- Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

### **Task 2: Project Management Consultancy**

The scope of PMC under the proposed mission will be divided into three broad components namely

(i) Project Management, (ii) Design & Development and (iii) Supervision

The Consultant shall support the Silvassa Smart City Limited of the Silvassa in overall project management of Smart City projects, including designing,

developing, managing and implementing smart city projects identified by the city on the following two outputs:

- (i) Output1: Area Based Development
- (ii) Output2: Pan-city Solution

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 <https://smartnet.niua.org/content/5f991d2a-300d-44e3-8404-7739f2825cdf>).

- The project detail (module wise) as mentioned in Smart City Proposal is attached at Annexure I for reference. The project identified in this list are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. Therefore projects may change so as to align and adapt with mission objective in consultation with the stakeholders/employer.
- 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 for the indicative list of projects as Annexure I and any other project which may be envisaged for making city smart. The PMC shall assist SPV in preparation of RFPs for the procurement of implementing partner(s)/ Agency (ies).
- The PMC shall also assist the Silvassa Smart City Limited in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.
- The RFPs prepared by the PMC for procurement of implementing partner/agency (ies) for implementation of Smart City Projects, will follow International Competitive Bidding (ICB) method. Silvassa Smart City Limited will decide on method of procurement such QCBS, QBLCS (Quality Based Least Cost Selection) etc.
- PMC shall operate full-fledged with all its Key Experts and Non- Key Experts from their Project Office in Silvassa.

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

**(i): Project Management:**

**Activity I:**

- The team leader of the consultant shall initially mobilize the core team following notice to proceed to set up project office along with equipment and peripherals and then will mobilize further manpower as per requirement for each module.

- Handhold/ support Silvassa Smart City Limited for project identification and prioritization, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- Assist State Government/ Silvassa Smart City Limited in identifying key stakeholders, (such as from elected representatives, eminent persons, sector experts, RWAs, market associations, government entities, institutions etc.) and conducting regular meetings to discuss progress and issues related to smart city projects, and prepare minutes for recording and circulation;
- Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.
- Assist SSCL in raising, regulating, utilizing, and managing various funds and grants allocated by various bodies/schemes to the SPV and simultaneously manage accessing of funds by the SPV from other sources including debt, user charges, taxes, tolls, surcharge and others.
- Review the project costs and financing plan/project financing options for each project and assess the need for additional fundraising to bridge gaps between capex required and allocable funds. The consultant shall be responsible for advising the most optimal financing option and tie up the funds required by the projects.
- Assist the SSCL in fund raising activities, Prepare the SSCL's future cash flow statement for the next five years to identify annual or quarterly funding requirements
- Support the SPV in engaging knowledge partners to include national and international academic and research institutions, experts, specialists, think-tanks, and other relevant organizations that build and strengthen the SPV's capacities to consistently implement and showcase the ABD projects.

**(ii) Project Design, and Development of Module wise detailed project reports and bid documents.**

**Activity 2: Situation analysis report**

**a. Area Based Development:**

- i. Integrated Projectisation - The consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the Silvassa Smart City Limited
- ii. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan and review feasibility study etc.
- iii. Review existing status of physical Infrastructure and other available secondary data.  
Identify requirements of surveys, studies and investigations;
- iv. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- v. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets.
- vi. Preparation of situation analysis report for each module.

#### **b. Pan City Proposal**

- i. Review existing available documents & infrastructure on the proposed smart solution and integrate them into modules.
- ii. Prepare the separate as-Is of each ABD & Pan Solution module.
- iii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerned 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.
- iv. 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.).
- v. Prepare & submit the locations with coordinates (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 modules under As-Is.
- vii. Submit a simple and clear architecture of whole as -Is system consisting of all ABD and Pan Solutions modules in integrated manner.
- viii. Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance& approval by the Client:
  - Design the entire business process as per the learning's from the as -is study.
  - Prepare the Business process re-engineering report.
  - List out the functional requirement specifications as per BPR and get it approved by the Client to go for the feasibility study.

### **Activity 3: Feasibility Report**

#### **a. Area Based Development**

- i. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for most appropriate option
- ii. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- iii. Review land availability, rehabilitation - resettlement & environmental issues for identified projects
- iv. Coordinate with stakeholders and other departments of central and state governments wherever convergence is required, to facilitate integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work  
Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.

#### **b. Pan City Proposal**

- **To-Be & Requirement Specifications**
  - i. Prepare the separate To-Be of each ABD Project & Pan Solution.
  - ii. Identify & prepare the interface of integration between the projects under To-Be.
  - iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD & Pan Solution modules in an integrated manner.  
Prepare the functional & non-functional requirements specifications.
  - iv. Prepare Networking and connectivity requirements
  - v. Identify & prepare Data digitization requirements
  - vi. Identify & prepare Training requirements
  - vii. Study various technologies and suggest the most viable techno-economic solution.
  - viii. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
  - ix. Identify risks and suggest mitigations plans.
- **Financial Implications and Viability**
  - i. Identify financial implications involved in the project based on the techno-economic estimated cost.
  - ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible and applicable.
  - iii. The financial viability of the project based on different financial models and recommend suitable model for each module indicating the rationale.
  - iv. Assist Smart City/SPV in consultation for each sub project or group of sub projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

#### **Activity 4: Preliminary/Detailed Project Report (PDR/DPR)**



**a. Area Based Development**

- i. Based on the approved feasibility report prepare module wise preliminary/detailed designs report (PDR/DPR) as per requirement of the project in accordance with established engineering practices, tender drawings, and cost estimates etc.
- ii. For preparing DPR, the consultant will carry out all the required engineering surveys and investigations such as total station/LiDAR 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.
- iii. The PDR/DPR should also include assessment of utility shifting requirements and costs estimations including O&M requirements and estimates; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
- iv. Assist the Silvassa Smart City Limited on technical, commercial, financial, and legal aspects for project development as per requirement.

**b. Pan City Proposal**

- i. 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 Rates suggested by SPV such as SOR of State with latest addenda and corrigenda And/or market rates would be arrived at proper rate analysis carried out through market enquiry;
- ii. The design shall meet the techno economic aspects for the best possible solutions after considering various alternatives and shall be sufficiently detailed to ensure understanding by all stake holders and will be incorporated into the detailed Project Report. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bill 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.
- iii. For each sub project based on the approved frame work the following shall be included in the DPRs:
  - a. Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc.;

- b. Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
- c. Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
- d. Prepare environment management plan (EMP) and mitigation measures;
- e. Preparation and implementation of resettlement plans, if any
- iv. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
- v. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements;
- vi. Preparation of strategy and action plan for IEC program including public participation;
- vii. Assist stakeholder consultations for each module.

**Activity 5: Bid Process Management (preparation of Bid documents and award of contract):**

- i. Based on discussions with all stakeholders and approval from to Silvassa Smart City Limited 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:
  - ii. Assist 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;
  - iii. 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 SPV.
  - iv. 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, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non-performance of contractual obligations.
  - v. Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).
- a. Area Based Development**
  - i. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
  - ii. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries,

- bid evaluation, selection of contractors, award of contract and signing of contract(s);
- iii. The draft contract to be included in the bidding document shall among other things, clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
  - iv. The Silvassa Smart City Limited o Limited of the Silvassa may get the bid document certified/accredited by Independent Agency.
- b. Pan City Proposal**
- The bid process management shall include;
- i. Prepare the RFP Documents
  - ii. Coordinate Bid Process Management
  - iii. Support in evaluation of bids and selection of SI
  - iv. The SPV may get the bid document certified/accredited by Independent Agency such as the Department of Electronics and Information Technology (DeitY), a division of The Ministry of Communications and Information Technology (Gol).

### **(iii): Project Implementation and Supervision**

#### **Activity 6: Implementation phase:**

- a. Area Based Development:**
- During the project implementation of the module(s)(group of projects), the Consultant shall:
- i. Assist Silvassa Smart City Limited to conduct stakeholder consultation during design and implementation process.
  - ii. Provide advice and guidance to the Silvassa Smart City Limited for modern procedures and guidelines for project implementation and management in general.
  - iii. Contract administration and Management of the modules;
  - iv. Develop technical specifications for each Module
  - v. Supervise and monitor construction work of each contracted module;
  - vi. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
  - vii. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
  - viii. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;

- ix. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.
- x. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xi. Supervising the construction of various contract packages for related outputs of the Program
- xii. Record the work measurement jointly by PMC and SPV and certify the contractor's bill and recommend for making payments to Silvassa Smart City Limited
- xiii. Assist the Silvassa Smart City Limited in interim and final certification of the bills of payment;
- xiv. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;
- xv. Assist 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 Silvassa Smart City Limited;
- xvi. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by Silvassa Smart City Limited
- xvii. Assist Silvassa Smart City Limited in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments' viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc.
- xviii. Review and issuance for execution of contractors' design and drawings with approval of SPV for lump sum turnkey contracts and review the project documents and give recommendations as required for PPP projects.
- xix. Review and finalize the "as built" drawings submitted by Contractor;
- xx. Assist the Silvassa Smart City Limited in issue of completion certificates;
- xxi. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxii. Prepare on behalf of Silvassa Smart City Limited 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 Silvassa Smart City Limited
- xxiii. Assist Silvassa Smart City Limited in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Silvassa Smart City Limited
- xxiv. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
- xxv. Develop and implement procedure for timely payments to the implementing agency (IES) and monitor for compliance.

- xxvi. Support Silvassa Smart City Limited in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- xxvii. Support Silvassa Smart City Limited to meet compliance requirements as and when required.
- xxviii. Support Silvassa Smart City Limited in documentation and presentation of outputs
- xxix. Prepare Capacity building plan and Change Management Plan
- xxx. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.

**b. Pan-City Proposal**

The project implementation support shall include

**i. Project Management Activities**

- a. Develop the project plan and project charter
- b. Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoUD/ (GoI) etc.
- c. Co-ordinate DPR submissions/approvals of SI.
- 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.
- 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.
- f. Prepare Capacity building plan and Change Management Plan
- g. Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
- h. Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- i. Suggest and co-ordinate capacity building needs and training programs.
- j. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- k. Defining the escalation mechanism for timely resolution of issues & risks.
- l. Co-ordinate for STQC certification.
- m. SLA monitoring and suggest changes in SLAs, if required
- n. Monitoring the performance of the SI against the base project plan
- o. Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- p. Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
- q. Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.

- r. 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**
  - a. Monitoring installation and commissioning of ICT infrastructure
  - b. Monitor the facility management services and help desk of the SI, to ensure system uptime
  - c. Provide fortnightly reports to SPV for the status of implementation till “go-live”.
- iii. **Engaging STQC for Audit**
  - a. The Consultant will facilitate the SPV to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
  - b. The Consultant would facilitate in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:
    - i. **Application audit:**
      - a. Functionality audit vis-a-vis the Functional Requirement Specification (FRS) agreed upon during development phase
      - 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.  
Review of database structure including:
        - c. Classification of data in terms of sensitivity & levels of access
        - d. Security measures over database installation, password policies and user roles and privileges
        - e. Access control on database objects – tables, views, triggers, synonyms, etc.
        - f. Database restoration and recoverability
        - g. Audit trails configuration and monitoring process
        - h. Network connections to database
      - ii. **Review of Network and Website will include:**
        - a. Penetration and vulnerability testing
        - b. Security exposures to internal and external stakeholders
        - c. Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
      - iii. **Review and Implementation of Security Policies and Controls will include:**
        - a. Review of backup process, including schedule, storage, archival and decommissioning of media
        - b. Physical access controls review (over DC and other critical area)

- c. Incident management process – covering identification, response, escalation mechanisms
  - d. Anti-virus (malware) controls – patching, virus definition file update
  - e. General computer controls review
  - f. 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.
  - g. Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
  - h. Identify the key issues / bottlenecks in the system and suggest mitigation plans.
  - i. 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:**
- a. Assist & support to assess and certify the solution and associated infrastructure & services.
  - b. Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
  - c. Preparation and submission of Go-Live Report, which should shall include the following:
    - Hardware at various locations and data centre
    - Networking equipment 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:**
- a. Support SPV for monitoring of the compliance of the contractual obligations of the SI.
  - 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.
  - 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 recommend payments to the SPV.**

- a. The Consultant shall provide support to the Client for the successful completion of the Project and its handing over to Client/ any other agency as decided by the Client.
- b. The Consultant shall be responsible for reviewing the work of System Integrator and approve payments to be made to the SI by the Client.
- c. The Consultant shall provide support to the Smart City/SPV for the successful completion of the Smart City Project and its closure.

**2. Consultant team composition / qualifications / experiences / deployment**

1. The Professionals required for this assignment are categorized as (i) Time based Contract (for task 1 and 3) and (ii) Lump Sum Contract (for task 2). **For time based contract, the team shall provide full person man days/ months' time on the project (field), no home input will be considered in this category.** However for Lump sum Contract. The team input may be considered into home and field. The support team shall be on the need basis of the assignment.
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 team of support staff like support design engineers, quantity surveyors, draft men, junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment for which there will be no extra financial implications for the Client and the cost of such additional staff is deemed to be included in the total Remuneration quoted by the Consultant in its Financial Proposal.
3. The broad indicative team requirement of professionals as core team & support team and support staff has been indicated below. The consulting firm shall review the composition [position required, number of professionals and man days' for each professional] and finalize as per the requirement of the assignment (modules).
4. The CVs of the core team shall be evaluated for technical score are indicated below:

S. No.	Key Personnel	Man-months	Minimum Qualification & Experienc
<b>For Monthly Based Contract</b>			



**Task I: Core Team<sup>3</sup>for Project Management(The CVs shall be submitted by Consultant for the following professionals and will be evaluated)**

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<sup>3</sup>SPV may change the core team and the man days as per the requirement of the Projects identified under Smart City Proposal and accordingly evaluate the CVs of core team for technical score.

	Team Leader	36	<ul style="list-style-type: none"> <li>• Bachelor of Engineering with MBA or Master of Construction Management / Masters in Planning / Masters of Engineering having recognized Degree from University Grants Commission (UGC)</li> <li>• 15 Years' experience in Urban Sector.</li> <li>• Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy <b>Team leader for minimum 3 projects.</b></li> <li>• Knowledge of urban development policies, issues and Project experience.</li> </ul>
	Urban Infrastructure Specialist/ Deputy Team Leader	36	<ul style="list-style-type: none"> <li>• M.E. or equivalent</li> <li>• 12 Years' experience in Urban Sector.</li> <li>• Experience in citywide urban development and infrastructure planning/ design. (Water supply, sewerage/septage / SWM/ urban roads etc.)</li> <li>• Knowledge of urban development issues and Project experience.</li> </ul>
	E-Governance /ICT Expert	36	<ul style="list-style-type: none"> <li>• MCA/ Bachelor in Computer Engineering / Bachelor in Electronic &amp; Telecommunication</li> <li>• At least 10 years experience in similar field</li> <li>• Experience in working with the Gov/State Government/ ULB or similar institution for implementation e governance projects and of working on GIS systems and working on improving workflow through development of an integrated GIS database or e-governance application experience</li> </ul>
	Urban Finance Specialist Cum PPP	12	<ul style="list-style-type: none"> <li>• Master's Degree in Finance/ Economics/ Chartered Accountant/</li> </ul>

	Expert		<p>Commerce/ ICWA /MBA (Finance)/ Post Graduate in Economics with specialization in Public Finance.</p> <ul style="list-style-type: none"> <li>• 7 years relevant experience.</li> <li>• Experience of municipal finance analysis, municipal budgeting and accounting and financial projections.</li> <li>• Experience in working with ULB.</li> <li>• Experience in Financial Modelling in Urban Infrastructure and PPP</li> </ul>
	Urban Planner	36	<ul style="list-style-type: none"> <li>• Masters in Urban Planning</li> <li>• 10 years' experience of planning in Urban Sector.</li> </ul>
	Procurement and Contracts Expert	18	<ul style="list-style-type: none"> <li>• BE/B.Tech or Law or equivalent Degree</li> <li>• At least 7 Years' experience in similar field</li> <li>• Should have experience in preparation of Urban Infrastructure contracts.</li> <li>• Experience in preparation of tender documents, carryout bid process management.</li> </ul>
	Municipal Services Specialist	36	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering/Architect /Infrastructure Engineering.</li> <li>• Experience of 10 years</li> <li>• Experience of working on Water, Sewerage, Solid Waste Management, road</li> </ul> <p>Experience of working with Local bodies in delivery of services.</p>
<b>Support Team for Project Implementation (The CVs shall submitted by the Consultant for the following professionals for the eligibility but will not be evaluated)</b>			
I.	Junior Urban Planner	30	<ul style="list-style-type: none"> <li>• Post-graduation in Urban Planning</li> <li>• Minimum 5 years' experience in integrated land use planning</li> <li>• Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc.</li> </ul>

			<ul style="list-style-type: none"> <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>
2.	Support Engineer (2)	36X2	<ul style="list-style-type: none"> <li>• Degree/Diploma in relevant branch.</li> <li>• Degree in (relevant branch) Engineering with 2 years' experience</li> <li>• Or Diploma in (relevant branch) Engineering with 4 years' experience.</li> </ul>
3.	Urban Designer	12	<ul style="list-style-type: none"> <li>• Graduate Architect/B.E./urban planner preferably with Masters in urban design.</li> <li>• 7 years relevant experience in city scape and street scape design. Experience in relevant field.</li> </ul>
4.	Associate Engineer (IT)	36	<ul style="list-style-type: none"> <li>• Graduate in IT/CS/ECE or MCA/ MBA</li> <li>• Minimum 3 years' experience in project related to IT</li> </ul>
5.	Associate Engineer (infrastructure)	36	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> <li>• Minimum 3 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management).</li> </ul>
6.	Associate Executive (Finance)	12	<ul style="list-style-type: none"> <li>• Graduate in Economics/Finance or equivalent</li> <li>• Minimum 3 years' experience in municipal finance analysis, municipal budgeting and accounting and financial projections.</li> </ul>
7.	Tourism Expert	6	<ul style="list-style-type: none"> <li>• Post Graduate in tourism Management / MBA or equivalent. Minimum of 5 years of experience of working on Tourism Related Projects.</li> </ul>
8.	Transport Expert	6	<ul style="list-style-type: none"> <li>• Post Graduate in transport planning or traffic engineering</li> <li>• At least 2 years of relevant experience in planning of integrated public transport</li> </ul>
9	Architect	12	Graduate Degree in Architecture

			10 years of experience of working in Government / Private Sector
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*\* The team composition is indicative. The Consultant shall review the composition and suggest suitable skillsets and man months for specialists and support staff as per their approach and methodology.*

**However for Time Based tasks minimum man month of professionals (mentioned above under respective tasks) should be followed while preparing the technical proposal**

**SUPPORT STAFF:**

Sr. No	Key Personnel	Estimated inputs in Man Month
a.	Auto Cad Operator (1 Nos.)	36
b.	Survey Manager	36
c.	Office Manager /Accounts Manager(2)	36 x2

**For Deliverable Based Contract**

**Task 2: Project Design and Development Team (The CVs may not be submitted by the Consultant for the following professionals and will not be evaluated. However consultant may propose additional skill sets to complete the task. Consultant should also propose the duration for assignment for these professional based on**

<b>their approach and methodology)*</b>		
1.	Hydraulic / Drainage Expert	<ul style="list-style-type: none"> <li>• Graduate Civil Engineer</li> <li>• 10 years' experience in drainage network designs and construction.</li> <li>• Experience in drainage network construction.</li> <li>• Experience in Rain water harvesting schemes,</li> <li>• Knowledge of preparation of drainage master plan</li> </ul>
2.	Water Supply Expert	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering</li> <li>• 10 years' experience in water supply projects</li> <li>• Design and restructuring of water supply / distribution network projects</li> <li>• Experience in Operation &amp; Maintenance of Urban Water Supply schemes.</li> </ul>
3.	Sr. Business Analyst/ BPR Specialist	<ul style="list-style-type: none"> <li>• Degree in BE/B-Tech. with MBA</li> <li>• 10 years' relevant experience</li> <li>• Worked in similar capacity for at least 7 years.</li> <li>• Should have worked on at least 1 (one) urban project in government sector in similar capacity.</li> </ul>
4.	Landscape Architect	<ul style="list-style-type: none"> <li>• Master's degree in Landscape Architecture with Degree in Architecture</li> <li>• 10 years' relevant experience</li> <li>• Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.</li> </ul>
5.	Procurement Specialist	<ul style="list-style-type: none"> <li>• Degree in Engineering/ Management/ law / Business Administration or Equivalent</li> <li>• 10 years' experience in the area of public procurement</li> <li>• Experience in contract procurement /management in infrastructure projects.</li> <li>• Knowledge of state purchase Manual</li> </ul>
6.	Urban Designer	<ul style="list-style-type: none"> <li>• Masters in Urban Design/Architecture or equivalent</li> <li>• 10 years' experience in Urban Designing of a heritage precinct.</li> <li>• Experience in Transit Oriented Development</li> <li>• Experience in Local area planning,</li> </ul>
7.	Transportation Planner/ Engineer	<ul style="list-style-type: none"> <li>• Master's Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning</li> <li>• 10 years of experience in the area of Urban Transport Planning</li> <li>• Experience in city Mobility Plan preparation, Transit Oriented Development (TOD) /</li> </ul>
8.	Waste Water Expert	<ul style="list-style-type: none"> <li>• Masters in Environmental Engineering/ Degree in Civil</li> </ul>

		<p>Engineering</p> <ul style="list-style-type: none"> <li>• 10years 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>
9.	Solar Energy/ Renewable Energy Expert	<ul style="list-style-type: none"> <li>• B-Tech in Electrical/ Power Engineering / related sector</li> <li>• 10 years' experience in power projects viz., planning/designing for power generation, transmission and distribution.</li> </ul>
10.	Electrical Engineering Expert	<ul style="list-style-type: none"> <li>• B-Tech in Electrical/ Power Engineering</li> <li>• 10 years similar experience</li> </ul>
11.	Affordable Housing Expert	<ul style="list-style-type: none"> <li>• Masters in Urban Planning/Housing</li> <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>
12.	Communication Specialist	<ul style="list-style-type: none"> <li>• Masters in mass communication</li> <li>• 10 years similar experience</li> <li>• Experience in management of multimedia and activities pertaining to social media</li> </ul>
13.	Environment Management expert	<ul style="list-style-type: none"> <li>• Postgraduate in Environmental Planning / Engineering /Environmental Sciences</li> <li>• 10 years' experience in conducting EIA, environment modelling &amp; preparing Environmental Management plans, Clean Development mechanism.</li> </ul>
14.	Utility Engineer	<ul style="list-style-type: none"> <li>• Degree in Civil/ Mechanical Engineering</li> <li>• 10 years' experience in utility services.</li> </ul>
15.	Social Development Specialist	<ul style="list-style-type: none"> <li>• Master's Degree or equivalent in social development disciplines</li> <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>
16.	Transaction Advisor for PPP Projects	<ul style="list-style-type: none"> <li>• MBA (Finance) / CA/CFA or equivalent</li> <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>
17.	Structural Engineer	<ul style="list-style-type: none"> <li>• Masters in Structural Engineering</li> <li>• 10 years related.</li> <li>• Should have the experience in structural design of infrastructure projects.</li> </ul>

18.	GIS & Remote Sensing Expert	<ul style="list-style-type: none"> <li>• Degree in Geography, Planning, Architecture with Diploma/ Certificate in GIS</li> <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>
19.	Information Security Systems Expert	<ul style="list-style-type: none"> <li>• MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP</li> <li>• 10 years' experience in similar field</li> </ul>
20.	Solution Architect	<ul style="list-style-type: none"> <li>• Degree in Information Technology/ Electronics Engineering or equivalent</li> <li>• 10 years' experience in similar field</li> </ul>
21.	Networking & IT Infrastructure Specialist	<ul style="list-style-type: none"> <li>• MCA/ B Tech / M Tech in IT with certification in CCNA</li> <li>• 10 years' experience in similar field</li> </ul>
22.	Video Analyst	<ul style="list-style-type: none"> <li>• B-Tech in Information Technology/ Electronics &amp; Communication Engineering / Electronics Engineering / Computer science</li> <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>
23.	IoT, IoE, AoT Specialist	<p>BE/B-Tech in Information Technology/ Electronics &amp; Communication Engineering / Computer science</p> <ul style="list-style-type: none"> <li>• 10Years experience in IT field</li> <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>

Note:

1. The staff requirement stated above is for indicative only and basic need of the proposal as per SSCL and also for the purpose of comparison of proposals. However, the Consultant may deploy additional staff as per requirement. The consultant will understand the complete proposal and submit the required staff



for the scope of this work.

2. The Consultant may bid for more than one Smart City. If the Consultant is bidding for more than one Smart City simultaneously, then the proposed team member with more than 24 months deployment shall be exclusive for SSCL and shall not be proposed for any other 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 65 years on the date of bid submission.
  - The bid amount is not variable with deployment of staff as per ToR and additional required staff.

### 3. Reporting Requirements and Time Schedule and Deliverables

#### **Module 1: Institutional development of SPV**

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception report	0.5 month	0.5 month
2	HR and staffing plan including Recruitment of personal	1.0 months	1.5 months
3	Project scheduling plan	1.0 months	2.5 months
4	SPV business plan	0.5 months	3.0 months

#### **Module 2: Infrastructure plan for water supply and sewerage:**

The module has been further broken down into two packages.

The package I will include:

1. Infrastructure assessment for water supply in ABD area and outside ABD area
2. Fire fighting ESR and network which includes use of cleaned water from newly commissioned sewerage treatment plant
3. Smart metering & SCADA including plan to levy and collect water and sewerage charges from all city

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Situational assessment report	1.0 months	1.0 months
2	Preliminary design and feasibility report	2.0 months	3.0 months
3	Final DPR for water supply and firefighting ESR	2.0 months	5.0 months
4	Tender Documents for water supply project	1 months	6 months
5	Appointment of contractor for water supply (Integrated with O&M contract)	3.0 months	9.0 months
6	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	24.0 months	33.0 months

Package 2: will include

1. Infrastructure assessment for sewerage in ABD area and outside ABD area including SCADA system
2. Common Effluent Treatment Plant & conveyance system
3. Smart Urban restrooms with bathing and launderette facilities

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Situational assessment report	1.0 months	1.0 months
2	Preliminary design and feasibility report	2.0 months	3.0 months
3	DPR for sewerage and ETP	2.0 months	5.0 months
4	Tender Documents for sewerage	1 months	6 months
5	Appointment of contractor for sewerage (Integrated with O&M contract)	3.0 months	9.0 months
6	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	24.0 months	33.0 months

### **Module 3: Urban Design plan:**

The module has been further broken down into four packages.

## Package 1: Smart Roads

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Situational assessment report	1 month	1 month
2	Total Station Survey	1.0 months	2.0 months
3	Concept Plan	1.0 months	3.0 months
4	Draft Detailed Design	1.0 months	4.0 months
5	Final Detailed Design	1.0 months	5.0 months
6	Final BoQ and Tender Documents	1.0 months	6.0 months
7	Appointment of contractor	3.0 months	9.0 months
8	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	24.0 months	33.0 months

## Package 2: Storm-water Drainage

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Situational assessment report	1 month	1 month
2	Total Station Survey	1.0 months	2.0 months
3	Draft DPR	2.0 months	4.0 months
4	Final DPR	1.0 months	5.0 months
5	Final BoQ and Tender Documents	1.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	24.0 months	33.0 months

## Package 3: Market Development: This will include the following:

1. Development of Panchayat Market with City Square

2. Warli themed ceremonial street and other street improvement
3. Development of hawking zones / hawkers plaza
4. Beautification of Damanganga and Pipariya bridge by emotive lighting
5. Vegetable Market

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Concept Plan	1.5 months	2.5 months
3	Draft Detailed Design	1.0 months	3.5 months
4	Final Detailed Design	0.5 months	4.0 months
5	Final BoQ and Tender Documents	2.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 12 months from the date of award of contract	12.0 months	21.0 months

Package 4: Transport Infrastructure Development: This will include

- I. Developing Multi-level car parking facility and on-street parking

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Concept Plan including feasibility for PPP model for project development	1.5 months	2.5 months
3	Draft Design for project	1.0 months	3.5 months
4	Final Design for project	0.5 months	4.0 months
5	Tender Documents or PPP Project Structure and Contract Agreement	2.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	27.0 months

#### **Module 4: Well serviced industrial hub**

The module has been further broken down into four package

Package 1: Development of a truck terminus/ Transport Nagar and provision of laybys along ring road

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Demand Assessment and Feasibility Study	1.5 months	2.5 months
3	Draft Project Report	1.0 months	3.5 months
4	Final Project Report	0.5 months	4.0 months
5	Bid Documents	2.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	27.0 months

Package 2: Upgradation of chawl housing (Provision for Upgradation of Infrastructure)

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Demand Assessment and Feasibility Study	1.5 months	2.5 months
3	Draft Project Report	1.0 months	3.5 months
4	Final Project Report	0.5 months	4.0 months
5	Bid Documents	2.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	27.0 months

Package 3: Development of Labour hostel

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Demand Assessment and Feasibility Study	1.5 months	2.5 months
3	Draft Project Report	1.0 months	3.5 months
4	Final Project Report	0.5 months	4.0 months
5	Bid Documents	2.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	27.0 months

Package 4: Multi-purpose business centre

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Demand Assessment and Feasibility Study	1.5 months	2.5 months
3	Draft Project Report	1.0 months	3.5 months
4	Final Project Report	0.5 months	4.0 months
5	Bid Documents	2.0 months	6.0 months
6	Appointment of contractor	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	27.0 months

**Module 5: Social infrastructure plan, which will include:**

1. Upgradation of Bal Udyaan and Bal Bhawan
2. Upgradation of working women's hostel
3. Development of skill development & digital literacy centres

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
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1	Inception Report	1 month	1 month
2	Conceptual plan and design	1.5 months	2.5 months
3	Skill development strategy & program conceptualization	1.0 months	3.5 months
4	Final BoQ and Tender Documents	2.0 months	5.5 months
5	Appointment of contractor	2.5 months	8.0 months
6	Monthly Project Monitoring and Supervision for 10 months from the date of award of contract	10.0 months	20.0 months

### **Module 6: Development of a tourist circuit:**

The module has been further broken down into three packages.

Package 1: will include

1. Development of an iconic Warli village
2. Nature trails along kothars

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Conceptual plan and design	2.0 months	3.0 months
3	Final plan and design	1.0 months	4.0 months
4	Final BoQ and Tender Documents	2.0 months	6.0 months
5	Appointment of contractor	2.0 months	8.0 months
6	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	26.0 months

Package 2: will include

1. Promoting watersports and development of Mini jetty on Damanaganga River
2. Open air restaurants

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Concept Plan including feasibility for PPP model for project development	2.0 months	3.0 months
3	Final plan and design	1.0 months	4.0 months
4	Tender Documents or PPP Project Structure and Contract Agreement	2.0 months	6.0 months
5	Appointment of contractor	3.0 months	9.0 months
6	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	18.0 months	27.0 months

Package 3: will include

1. Public bike sharing scheme near Damanganga river and for industrial area

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Concept Plan including feasibility for PPP model for project development	2.0 months	2.0 months
2	Final plan and design	2.0 months	4.0 months
3	Tender Documents or PPP Project Structure and Contract Agreement	2.0 months	6.0 months
4	Appointment of contractor	2.0 months	8.0 months
5	Monthly Project Monitoring and Supervision for 12 months from the date of award of contract	12.0 months	20.0 months

#### **Module 7: Smart traffic and parking management:**

1. Command and control centre
2. IT connectivity with Wi-fi routers & OFC network
3. Intelligent traffic management system
4. Smart signals and pelican signals



5. Surveillance cameras, CCTVs with number plate detection feature
6. E-Challan system
7. Parking meters for off-street parking and on-street parking
8. Smart poles with LED screens
9. Solar power LED street lights with SCADA

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1.0 month	1.0 month
2	Submission of SRS, design document	2.0 months	3.0 months
3	Detailed project report	1.0 months	4.0 months
4	RFP for vendor onboarding for Command and control centre	1.0months	5.0months
5	RFP for vendor onboarding for system integrator	1.0 months	6.0 months
6	Appointment of vendor for Command and control centre	3.0 months	9.0 months
7	Appointment of system integrator	2.0 months	11.0 months
8	Monthly Project Monitoring and Supervision for 6 months from the date of award of contract	6.0 months	17.0 months

### **Module 8: Smart Governance:**

The module will has been divided into two packages:

Package I will include:

1. Geo spatial mapping of utilities (waters supply, sewerage, electrical, gas, OFC, SWD)
2. Complete digitalisation of solid waste management system in the city and collection of door to door segregated waste.

<b>Sr.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
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No.			
1	Inception Report	1 month	1 month
2	Gap assessment, situational analysis report, coordination plan with different government agencies	1.0 months	3.0 months
3	Detailed project report	1.0 months	4.0 months
4	Tender documents for vendor selection	2.0 months	6.0 months
5	Appointment of vendor	3.0 months	9.0 months
6	Handholding support for 12 months from the date of award of contract	12.0 months	21.0 months

Package 2 will include:

1. Customized Enterprise resource planning (ERP)(E-Municipality) for the SMC
2. Silvassa Citizen App (including integration)

Sr. No.	Deliverables/ Milestone	Tentative duration	Cumulative timeline
1	Inception Report	1 month	1 month
2	Gap assessment, situational analysis report	2.0 months	3.0 months
3	Integration framework and workflow for Mobile Application	1.0 months	4.0 months
4	Detailed project report	1.0 months	5.0 months
5	Tender documents for vendor selection	1.0 months	6.0 months
6	Appointment of vendor	2.0 months	8.0 months
7	Handholding support for 18 months from the date of award of contract	18.0 months	26.0 months

### **Module 9: Environment management:**

. The module will has been divided into two packages:

Package I will include:

## I. Pipariya river conservation

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Environment Impact assessment study	2.0 months	3.0 months
3	Conceptual master plan	1.0 months	4.0 months
4	Final BoQ and Tender Documents	1.5 months	5.5 months
5	Appointment of contractor	1.5 months	7.0 months
6	Monthly Project Monitoring and Supervision for 9 months from the date of award of contract	9.0 months	16.0 months

Package 2 will include:

1. Solar rooftop on all Govt. buildings
2. Sensors for detecting Air and noise pollution & flood line monitoring

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	1 month	1 month
2	Detailed project report	2.0 months	3.0 months
3	Tender documents for vendor selection	1.5 months	4.5 months
4	Appointment of vendor	1.5 months	6.0 months
5	Handholding support for 6 months from the date of award of contract	6.0 months	12.0 months

**Note:** List of Projects mentioned in the Modules are tentative and further addition / deletion / modification of projects will be carried out and finalize in consultation with selected bidder within four months from date of signing the agreement.

Any Change in projects after four months from date of signing the agreement, fees for the Module will be paid in proportion to the project cost of the Module.

#### 4. Client's Input and Counterpart Services and Facilities

- a) Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client.
- b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team
- c) The Consulting firm will be responsible to:
  - Arrange for fully equipped office and office operation related facilities for project development team.
  - Guide for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
  - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
  - The equipment's/ furniture purchased from the funds provided by the Client shall be the property of the Client and on completion of the project the Consultant shall return all those equipment's/furniture in workable condition.

## 5. Payment Schedule

- The time for completing the Assignment would be **thirty six (36) months** from appointment of the consultant. The following outputs are expected to be delivered in under the three modules in total duration of assignment.
- The total amount quoted by the consultant shall be paid partly on the basis of the deliverables achieved and partly as a monthly fee against deployment of on-site staff.
- The Consultant shall raise an invoice for the services provided during the contract period. The deliverables linked payments shall realize only on achievement of the milestone. **The weightage of deliverable linked payment would be 70% and weightage for monthly payments would be 30% of the accepted contract value.**
- The time period for the consultancy services is extendable beyond the period of Thirty Six (36) months, for suitable time period as may be mutually agreed between the client and Consultant.

### **Module I: Deliverables linked payment schedule applicable for Institutional development of SPV**

Total cost for this component will be 2% of the accepted contract value. Breakup of payment schedule will be as follows:

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception report	10%	0.5 month	0.5 month
2	HR and staffing plan	25%	1.0 months	1.5 months

3	Project scheduling plan	30%	1.0 months	2.5 months
4	SPV business plan	35%	0.5 months	3.0 months

\*Final payment for this module shall be released on the completion of recruitment and acceptance of SPV business plan

**Module 2: Deliverables linked payment schedule applicable for Infrastructure plan for water supply and sewerage:**

Total cost for this component will be 15% of the accepted contract value. The module has been further broken down into two packages.

**The package I will include: (Total cost of this Package will be 7.5% of the accepted contract value.)**

1. Infrastructure assessment for water supply in ABD area and outside ABD area
2. Fire fighting ESR and network which includes use of cleaned water from newly commissioned sewerage treatment plant
3. Smart metering & SCADA

Breakup of payment schedule will be as follows:

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Situational assessment report	–	1.0 months	1.0 months
2	Preliminary design and feasibility report	10%	2.0 months	3.0 months
3	Final DPR for water supply and firefighting ESR	–	2.0 months	5.0 months
4	Tender Documents for water supply project	10%	1 months	6 months
5	Appointment of contractor for water supply (Integrated with O&M contract)	30%	3.0 months	9.0 months
6	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	50%	24.0 months	33.0 months

\*\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 2: will include (Total cost of this Package will be 7.5% of the accepted contract value.)**

1. Infrastructure assessment for sewerage in ABD area and outside ABD area including SCADA system
2. Common Effluent Treatment Plant & conveyance system
3. Smart Urban restrooms with bathing and launderette facilities

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Situational assessment report	–	1.0 months	1.0 months
2	Preliminary design and feasibility report	10%	2.0 months	3.0 months
3	DPR for sewerage and ETP	–	2.0 months	5.0 months
4	Tender Documents for sewerage	10%	1 months	6 months
5	Appointment of contractor for sewerage (Integrated with O&M contract)	30%	3.0 months	9.0 months
6	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	50%	24.0 months	33.0 months

\* The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Module 3: Deliverables linked payment schedule applicable for Urban Design plan:**

Total cost for this component will be 23% of the accepted contract value. The module has been further broken down into four packages.

**Package 1: Smart Roads (Total cost of this Package will be 5% of the accepted contract value.)**

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Situational assessment report	–	1 month	1 month

2	Total Station Survey	–	1.0 months	2.0 months
3	Concept Plan	10%	1.0 months	3.0 months
4	Draft Detailed Design	–	1.0 months	4.0 months
5	Final Detailed Design	–	1.0 months	5.0 months
6	Final BoQ and Tender Documents	10%	1.0 months	6.0 months
7	Appointment of contractor	30%	3.0 months	9.0 months
8	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	50%	24.0 months	33.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 2: Storm-water Drainage (Total cost of this Package will be 5% of the accepted contract value.)**

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Situational assessment report	–	1 month	1 month
2	Total Station Survey	–	1.0 months	2.0 months
3	Draft DPR	10%	2.0 months	4.0 months
4	Final DPR	–	1.0 months	5.0 months
5	Final BoQ and Tender Documents	10%	1.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 2 years from the date of award of contract	50%	24.0 months	33.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is

more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 3: Market Development: This will include the following: (Total cost of this Package will be 8% of the accepted contract value.)**

1. Development of Panchayat Market with City Square
2. Warli themed ceremonial street and other street improvement
3. Development of hawking zones / hawkers plaza
4. Beautification of Damanganga and Pipariya bridge by emotive lighting
5. Vegetable Market/Municipal Market

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Concept Plan	–	1.5 months	2.5 months
3	Draft Detailed Design	10%	1.0 months	3.5 months
4	Final Detailed Design	–	0.5 months	4.0 months
5	Final BoQ and Tender Documents	10%	2.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 12 months from the date of award of contract	50%	12.0 months	21.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 4: Transport Infrastructure Development: This will include (Total cost of this Package will be 5% of the accepted contract value.);**

- I. Developing Multi-level car parking facility and on-street parking

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Concept Plan including feasibility for PPP	–	1.5 months	2.5 months



	model for project development			
3	Draft Design for project	10%	1.0 months	3.5 months
4	Final Design for project	–	0.5 months	4.0 months
5	Tender Documents or PPP Project Structure and Contract Agreement	10%	2.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	27.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month. In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse.

**Module 4: Deliverables linked payment schedule applicable for well serviced industrial hub:**

Total cost for this component will be 10% of the accepted contract value. The module has been further broken down into four packages.

**Package 1: Development of a truck terminus/ Transport Nagar and provision of laybys along ring road (Total cost of this Package will be 2.5% of the accepted contract value.)**

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Demand Assessment and Feasibility Study	–	1.5 months	2.5 months
3	Draft Project Report	10%	1.0 months	3.5 months
4	Final Project Report	–	0.5 months	4.0 months
5	Bid Documents	10%	2.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months

7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	27.0 months
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\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 2: Upgradation of Chawl Housing :Provision for Infrastructure Upgradation (Total cost of this Package will be 2.5% of the accepted contract value.)**

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Demand Assessment and Feasibility Study	–	1.5 months	2.5 months
3	Draft Project Report	10%	1.0 months	3.5 months
4	Final Project Report	–	0.5 months	4.0 months
5	Bid Documents	10%	2.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	27.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 3: Development of Labour hostel (Total cost of this Package will be 2.5% of the accepted contract value.)**

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
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1	Inception Report	–	1 month	1 month
2	Demand Assessment and Feasibility Study	–	1.5 months	2.5 months
3	Draft Project Report	10%	1.0 months	3.5 months
4	Final Project Report	–	0.5 months	4.0 months
5	Bid Documents	10%	2.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	27.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month. In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse.

**Package 4: Multi-purpose business centre (Total cost of this Package will be 2.5% of the accepted contract value.)**

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Demand Assessment and Feasibility Study	–	1.5 months	2.5 months
3	Draft Project Report	10%	1.0 months	3.5 months
4	Final Project Report	–	0.5 months	4.0 months
5	Bid Documents	10%	2.0 months	6.0 months
6	Appointment of contractor	30%	3.0 months	9.0 months
7	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	27.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Module 5: Deliverables linked payment schedule applicable for social infrastructure plan, which will include:**

1. Upgradation of Bal Udyaan and Bal Bhawan
2. Upgradation of working women's hostel
3. Development of skill development & digital literacy centres

**Total cost for this component will be 3% of the accepted contract value.**

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	–	1 month	1 month
2	Conceptual plan and design	10%	1.5 months	2.5 months
3	Skill development strategy & program conceptualization	–	1.0 months	3.5 months
4	Final BoQ and Tender Documents	10%	2.0 months	5.5 months
5	Appointment of contractor	30%	2.5 months	8.0 months
6	Monthly Project Monitoring and Supervision for 10 months from the date of award of contract	50%	10.0 months	20.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Module 6: Deliverables linked payment schedule applicable for development of a tourist circuit:**

Total cost for this component will be 6.5% of the accepted contract value. The module has been further broken down into three packages.

**Package 1: will include (Total cost of this Package will be 2.5% of the accepted contract value.)**

1. Development of an iconic Warli village
2. Nature trails along kothars

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	–	1 month	1 month
2	Conceptual plan and design	10%	2.0 months	3.0 months
3	Final plan and design	–	1.0 months	4.0 months
4	Final BoQ and Tender Documents	10%	2.0 months	6.0 months
5	Appointment of contractor	30%	2.0 months	8.0 months
6	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	26.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 2: will include (Total cost of this Package will be 2% of the accepted contract value.)**

1. Promoting water sports and development of Mini jetty on Damanaganga River
2. Open air restaurants

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	–	1 month	1 month
2	Concept Plan including feasibility for PPP model for project development	10%	2.0 months	3.0 months
3	Final plan and design	–	1.0 months	4.0 months
4	Tender Documents or PPP Project Structure and Contract Agreement	10%	2.0 months	6.0 months

5	Appointment of contractor	30%	3.0 months	9.0 months
6	Monthly Project Monitoring and Supervision for 18 months from the date of award of contract	50%	18.0 months	27.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 3: will include (Total cost of this Package will be 2% of the accepted contract value.)**

I. Public bike sharing scheme near Damanganga river and for industrial area

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Concept Plan including feasibility for PPP model for project development	–	2.0 months	2.0 months
2	Final plan and design	10%	2.0 months	4.0 months
3	Tender Documents or PPP Project Structure and Contract Agreement	10%	2.0 months	6.0 months
4	Appointment of contractor	30%	2.0 months	8.0 months
5	Monthly Project Monitoring and Supervision for 12 months from the date of award of contract	50%	12.0 months	20.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Module 7: Deliverables linked payment schedule applicable for smart traffic and parking management:**

**Total cost for this component will be 5% of the accepted contract value. The module will include:**

1. Command and control centre
2. IT connectivity with Wi-fi routers & OFC network
3. Intelligent traffic management system
4. Smart signals and pelican signals
5. Surveillance cameras, CCTVs with number plate detection feature
6. E-Challan system
7. Parking meters for off-street parking and on-street parking
8. Smart poles with LED screens
9. Solar power LED street lights with SCADA

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1.0 month	1.0 month
2	Submission of SRS, design document	–	2.0 months	3.0 months
3	Detailed project report	10%	1.0 months	4.0 months
4	RFP for vendor on boarding for Command and control centre	5%	1.0months	5.0months
5	RFP for vendor on boarding for system integrator	5%	1.0 months	6.0 months
6	Appointment of vendor for Command and control centre	15%	3.0 months	9.0 months
7	Appointment of system integrator	15%	2.0 months	11.0 months
8	Monthly Project Monitoring and Supervision for 6 months from the date of award of contract	50%	6.0 months	17.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

#### **Module 8: Deliverables linked payment schedule applicable for Smart Governance:**

Total cost for this component will be 3% of the accepted contract value. The module will has been divided into two packages:

**Package 1 will include: (Total cost of this Package will be 0.5% of the accepted contract value.)**

1. Geo spatial mapping of utilities (waters supply, sewerage, electrical, gas, OFC, SWD)

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	–	1 month	1 month
2	Gap assessment, situational analysis report, coordination plan with different government agencies	10%	1.0 months	3.0 months
3	Detailed project report	–	1.0 months	4.0 months
4	Tender documents for vendor selection	10%	2.0 months	6.0 months
5	Appointment of vendor	30%	3.0 months	9.0 months
6	Handholding support for 12 months from the date of award of contract	50%	12.0 months	21.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 2 will include: (Total cost of this Package will be 2.5% of the accepted contract value.)**

1. Customized Enterprise resource planning (ERP)
2. Silvassa Citizen App (including integration)

<b>Sr. No.</b>	<b>Deliverables/ Milestone</b>	<b>Payment schedule</b>	<b>Tentative duration</b>	<b>Cumulative timeline</b>
1	Inception Report	–	1 month	1 month
2	Gap assessment, situational analysis report	–	2.0 months	3.0 months
3	Integration framework and workflow for Mobile Application	10%	1.0 months	4.0 months



4	Detailed project report	–	1.0 months	5.0 months
5	Tender documents for vendor selection	10%	1.0 months	6.0 months
6	Appointment of vendor	30%	2.0 months	8.0 months
7	Handholding support for 18 months from the date of award of contract	50%	18.0 months	26.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Module 9: Deliverables linked payment schedule applicable for Environment management:**

Total cost for this component will be 2.5% of the accepted contract value. The module will has been divided into two packages:

**Package I will include: (Total cost of this Package will be 1.25% of the accepted contract value.)**

I. Pipariya river conservation

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Environment Impact assessment study	10%	2.0 months	3.0 months
3	Conceptual master plan	–	1.0 months	4.0 months
4	Final BoQ and Tender Documents	10%	1.5 months	5.5 months
5	Appointment of contractor	30%	1.5 months	7.0 months
6	Monthly Project Monitoring and Supervision for 9 months from the date of award of contract	50%	9.0 months	16.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is

more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Package 2 will include: (Total cost of this Package will be 1.25% of the accepted contract value.)**

1. Solar rooftop on all Govt. buildings
2. Sensors for detecting Air and noise pollution & flood line monitoring

Sr. No.	Deliverables/ Milestone	Payment schedule	Tentative duration	Cumulative timeline
1	Inception Report	–	1 month	1 month
2	Detailed project report	10%	2.0 months	3.0 months
3	Tender documents for vendor selection	10%	1.5 months	4.5 months
4	Appointment of vendor	30%	1.5 months	6.0 months
5	Handholding support for 6 months from the date of award of contract	50%	6.0 months	12.0 months

\*The payment for the last instalment of 50% shall be made only after the completion of the project. In case of delay in completion of final completion of this package beyond stipulated date of completion, 1.5% of total cost of this package will be deducted from last instalment for supervision (50%) on delay of every one month In case the delay is more than 34 months in the execution of the package, for whatever reason, the entire final instalment shall lapse

**Monthly Based Payment:** Total cost for this component will be 30% of the accepted contract value subject to actual manpower deployed

*Monthly Payment = 0.30 X Total Cost of Project management Consultancy (Total Financial Quote) /36.*

*The invoice of the consultant shall base on the number of staff deployed on-Site*

## **ANNEXURE I**

### **I. Introduction**

- The smart city proposal of Silvassa is for Rs. 2566.86 crore. It comprises of estimated investment of Rs. 2090.41 crore in for ABD intervention in city core area of Achal Tal-Jama Masjid, Centre Point and Industrial Area, and Rs.476.45 crore for PAN city intervention. Of total, 40% is to be financed under Smart city mission and rest60% is convergence and PPP.

- This indicative list of projects identified for Area Based Development given below are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. Therefore projects may change and other projects which may be envisaged for making city smart can be adapted in consultation with the stakeholders/employer. However the total cost of project should remain the same.

## 2. Area Based Development:

- Silvassa envisions retrofitting of 1120 acres of selected local area-Achal Tal, Jama Masjid, District Court Area, Centre Point and Industrial Area. It contains most of the government offices, residences and recreational spaces whereas the other 3 areas has a diverse mix of residential, commercial, retail & industrial area development. The retrofitted area can become a new socio-economic engine for the City Core Area.
- Through a systematic retrofitting approach and smart infrastructure services, the proposed project will positively impact livability of 1,22,230 inhabitants, improve livelihood with diverse mix of residential, commercial, retail and industrial development.
- The modules (set of projects) identified under the ABD proposal is as below:

Sr. No.	Set of Projects	Cost (Cr.)
1.	Electricity Supply	198.63
2.	Water Supply & Smart Meters	204.11
3.	Storm Water Drainage, Waste Water Reuse	196.13
4.	Sewerage & Sanitation	243.25
5.	SWM	30.75
6.	RWH	70.89
7.	Pedestrian Friendly Footpaths	103.98
8.	Non-Motorized Vehicular Zones	11.34
9.	Traffic Management	408.52
10.	Open Spaces & Water Bodies	207.80
11.	Industrial Development	31.40
12.	Social Economic Development	383.61
<b>286</b>	<b>TOTAL</b>	<b>2,090.41</b>

## 3. Pan City Development:

Silvassa's pan-city proposal prescribes two initiatives to achieve: (i) Intelligent traffic management system (ITMS), and (ii) e-Governance system. Through these solutions, Silvassa Nagar Nigam seeks to effectively tackle and address unutilized vacant land. The intent is to facilitate enhance interdepartmental coordination and better service delivery and interaction, i.e., G2G and G2C.

- The modules (set of projects) identified under the Pan City proposal is as below:

<b>Sr. No.</b>	<b>Set of Projects</b>	<b>Cost (Cr.)</b>
1.	Intelligent Traffic Management System (ITMS) & Smart Surveillance	365.39
2.	E-Governance	111.06
<b>287</b>	<b>TOTAL</b>	<b>476.45</b>

**Section 6. Standard Form of Contract**

**APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR  
DESIGN, DEVELOPMENT, IMPLEMENTATION AND MONITORING OF  
SMART CITY PROPOSAL OF SILVASSA SMART CITY LIMITED**



**CONTRACT FOR CONSULTANT'S SERVICES**

**Project Name:**

**Appointment of Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Silvassa Smart City Limited**

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

**between**

**Silvassa Smart City Limited (SSCL)**

**and**

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

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

## I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made on the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Silvassa Smart City Limited (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (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 conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- I. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract(including Attachment I “Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;



(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Personals

Appendix C: Form of Advance Payments Guarantee

Appendix D: Payment Milestones under the Contract

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 I; Appendix A; Appendix B; Appendix C and Appendix D. 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 Silvassa Smart City Limited

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

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

## **II. General Conditions of Contract**

### **A. GENERAL PROVISIONS**

<b>I. Definitions</b>	<p>I.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>(a) “Applicable Law” means the laws and any other instruments having the force of law in the India, as they may be issued and in force from time to time.</li><li>(b) “CEO” means the Chief Executive Officer of the Silvassa Smart City Limited.</li><li>(c) “Client” means Chief Executive officer of Silvassa Smart City Limited, the implementing agency that signs the Contract for the Services with the selected Consultant.</li><li>(d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</li><li>(e) “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 I of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li><li>(f) “Day” means a working day unless indicated otherwise.</li><li>(g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</li><li>(h) “Personnel” means, collectively, Key Experts, Non-Key Experts, and On-site Experts or any other personnel of the Consultant, assigned by the Consultant to perform the Services or any part thereof under the Contract.</li><li>(i) “Foreign Currency” means any currency other than the currency of the Client’s country.</li><li>(j) “GCC” means these General Conditions of Contract.</li></ul>
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	<p>(k) “Gol” means the Government of India.</p> <p>(l) “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>(m) “Key Experts(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 was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(n) “Local Currency” means the currency of the Client’s country.</p> <p>(o) “Non-Key Expert(s)” means an individual professional and support staff 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 required for eligibility but not for evaluation..</p> <p>(p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(t) “Third Party” means any person or entity other than the Government, the Client, and the Consultant.</p> <p>(u) ‘UT” means Union Territory of Dadra and Nagar Haveli</p>
<p><b>2. Relationship between the Parties</b></p>	<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 Personnel, if any, performing the Services and shall be fully responsible for the</p>

	Services performed by them or on their behalf hereunder.
<b>3. Law Governing Contract</b>	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	4.1. This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<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 <b>SCC</b>.</p> <p>288</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the <b>SCC</b>.</p>
<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>	[Deleted]
<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 SCC.
<b>10. Corrupt and Fraudulent Practices</b>	a. The Client requires compliance with the policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment I</b> to the GCC.
<b>a.</b>	b. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to

<b>Commissions and Fees</b>	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.
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**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

<b>11. Effectiveness of Contract</b>	a. 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>	a. 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 Services</b>	a. The Consultant shall confirm availability of Key Experts, Non-key experts and On-site experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .
<b>14. Expiration of Contract</b>	a. Unless terminated earlier pursuant to Clause GCC 18 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>	a. 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 unless otherwise agreed in writing by both parties.
<b>16. Modifications or Variations</b>	a. 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.
<b>17. Force Majeure</b>	

<p><b>a. Definition</b></p>	<p>a. 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>b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Personnel 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>c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p><b>b. No Breach of Contract</b></p>	<p>d. 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 without incurring additional costs without the prior consent of the client.</p>
<p><b>c. Measures to be Taken</b></p>	<p>e. A Party affected by an event of Force Majeure shall continue to 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>f. A Party affected by an event of Force Majeure shall notify the</p>

	<p>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>g. 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>h. 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>i. 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 47 &amp; 48.</p> <p style="text-align: center;">296</p>
<p><b>18. Suspension</b></p>	<p>a. 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>

<p><b>19. Termination</b></p>	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p>
<p><b>a. By the Client</b></p>	<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 (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least fifteen (15) 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 Personals 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,</p>



	<p>terminate the Consultant's employment under the Contract.</p>
<p><b>b. By the Consultant</b></p>	<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> <p>(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 fifteen (15) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(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.</p> <p>(c) If the Client fails to comply with any final decision 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 thirty (30) 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> <p>(e) If in the course of performing its obligations, the Consultant becomes aware of any conflict of interest which in the Consultant's view may adversely impact its ability to perform its Services under this Contract independently and objectively and the Consultant is of the view that despite exerting commercially reasonable efforts it is not possible to resolve the conflict, the Consultant may terminate this Contract by a written notice to the Client. However, before taking such a step, the Consultant will discuss with the Client in good faith.</p>
<p><b>c. Cessation of Rights and Obligations</b></p>	<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</p>

	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 during the term of the Contract set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law. The residual rights and obligations referred herein shall survive only for a period up to three years after termination.
<b>d. Cessation of Services</b>	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.
<b>e. Payment upon Termination</b>	19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) remuneration for Services rendered in accordance with this contract 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;  (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 Personnel.

### **C. OBLIGATIONS OF THE CONSULTANT**

<b>20. General</b>	
<b>a. Standard of Performance</b>	20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in

	<p>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 Personnel as are required to carry out the Services.</p> <p>20.3 The Consultant shall not subcontract whole of 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 Personnel, 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> <p style="padding-left: 40px;">(a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country;</p> <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 use its best efforts to ensure that the Personnel and agents of</p>

	<p>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 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, 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 Personnel 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 Personnel 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 The Consultants, their sub-Consultants and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.</p> <p>22.2 The obligations of confidentiality in this Contract do not apply to information which:</p> <p>a) is in the public domain at the time of disclosure to the receiving party or which later comes into the public domain</p>

	<p>through no breach of this Contract by the receiving party;</p> <p>b) the receiving party can show has come into its possession independent of its disclosure by the disclosing party;</p> <p>c) is lawfully disclosed to the receiving party by a third party without confidentiality obligations;</p> <p>d) the receiving party can show is independently developed by or known to it without reference to the confidential information;</p> <p>e) the disclosing party has approved for disclosure or release; or</p> <p>f) is required to be disclosed by the receiving party in order to comply with law, regulation or order or requirement of an authority (Binding Disclosure), provided that unless the receiving party is precluded from notifying the disclosing party about the requirement of a Binding Disclosure (in the opinion of the Consultant's legal counsel), the Consultant will give the Client as much prior written notice as is practicable under the circumstances to enable the Client to seek protective orders where feasible. To the extent that the Consultant is precluded from notifying the Client or the Client is unable to obtain legally binding waiver from Binding Disclosure in time for the Consultant to comply with the obligations as to Binding Disclosure, the confidentiality obligations set out in this Contract shall be waived.</p>
<p><b>23. Liability of the Consultant</b></p>	<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 limited to the Agreement Value.</p>
<p><b>24. Insurance to be Taken out by the Consultant</b></p>	<p>24.1 The Consultant (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for 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.</p>
<p><b>25. Accounting, Inspection and Auditing</b></p>	<p>25.1 The Consultant shall 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 during the term of contract permit, the</p>

	<p>Client and/or persons appointed by the Client 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 Client if requested by the Client subject to a prior written notice of two working days provided to the Consultant and that such audit shall be carried not more than once in a calendar year. All costs related to any inspection/audit will be borne by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client'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 Client's prevailing sanctions procedures.)</p>
<b>26. Reporting Obligations</b>	<p>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.</p>
<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. The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, software, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual licence to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract.</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. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b>.</p>
<p><b>28. Equipment, Vehicles and Materials</b></p>	<p>28.1 Equipment, vehicles and materials made available to the 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 Personnel into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.</p>

**D. CONSULTANT'S PERSONNEL**

<p><b>29. Description of Key Experts</b></p>	<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;</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</p>
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	<p>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>
<p><b>30. Replacement of Key Experts</b></p>	<p>30.1 The Consultant shall not replace any Core Team Experts &amp; On-site without the prior approval of the SPV. The substitution of Core Team Experts &amp; On-site Experts during Contract execution will be considered only based on the Consultant's written request, or if the SPV wants the Consultant to replace the personnel on ground of misconduct or inefficiency. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.</p> <p>30.2 Penalty for Substitution or Non Provision of key personnel - If the consultant substitutes or fails to make available the Core Team Experts or the On-site Team, without prior approval of the SPV, a one-time penalty of 0.2% of the contract value per expert will become applicable.</p>
<p><b>31. Approval of Additional Key Experts</b></p>	<p>31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to 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>
<p><b>32. Removal of Personnel</b></p>	<p>32.1 If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert 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, support staff is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds thereof along with the documentary evidence, may request the Consultant to provide a</p>



	<p>replacement.</p> <p>32.3 Any replacement of the removed Expert shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.</p>
<b>33. Replacement/ Removal of Expert – Impact on Payments</b>	<p>33.1 Except as the Client may otherwise agree the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.</p>
<b>34. Working Hours, Overtime, Leave, etc.</b>	<p>34.1 To account for travel time to/from the Client’s country, Personnel 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 Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, and the Consultant’s remuneration shall be deemed to cover these items.</p> <p>34.3 Any taking of leave by Key Experts &amp; On-site 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> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) Assist the Consultant with promptly obtaining, for the Personnel 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.</p> <p>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the</p>
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	<p>Personnel and their eligible dependents.</p> <p>(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.</p> <p>(d) Assist the Consultant and the Personnel 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.</p> <p>(e) Assist the Consultant and the Personnel 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 Personnel and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</p>
<p><b>36. Access to Project Site</b></p>	<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 Personnel in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Personnel of either of them.</p>
<p><b>37. Change in the Applicable Law Related to Taxes and Duties</b></p>	<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 on mutual consent, and corresponding adjustments shall be made to the ceiling amounts</p>

	specified in Clause GCC 41.1
<b>38. Services, Facilities and Property of the Client</b>	<p>38.1 The Client shall make available to the Consultant and the Personnel, 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

<p><b>41. Payment terms</b></p>	<p>a. The payment to the consultant shall be made as per the deliverables and terms specified in <b>Appendix D</b>.</p> <p>b. In case of extension of consultancy services than the stipulated timeframe, the escalation in the payments shall be as specified in the <b>SCC</b>.</p> <p>41.3 For any payments in excess of the payments 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>
<p><b>42. Remuneration and Reimbursable Expenses</b></p>	<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 Personnel 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 or as specified in the SCC.</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 Personnel 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 Personnel' list in <b>Appendix B</b>, (iii) the Consultant's profit, and (iv) any other items as specified in the <b>SCC</b>.</p>
<p><b>43. Taxes and Duties</b></p>	<p>43.1 The Consultant and Personnel 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 identifiable indirect taxes, applicable in India (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are</p>

	<p>paid by the Client on behalf of the Consultant.</p> <p>The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. Any such tax will be charged over and above the fees and amounts payable to the Consultant under this Agreement. The GST registration number (“GSTIN”) provided by the Employer will be used by the Consultant for filing of the GST returns.</p> <p>With regards to the applicability of Goods and Services Tax, the Employer’s address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by the Consultant under this Agreement.</p> <p>The Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Employer in the details and documents uploaded to the GSTN. Additionally the Employer shall be responsible and liable for providing its correct GSTIN and the Consultant will not be responsible for verification of the Employer’s GSTIN. Where the Employer fails to furnish its GSTIN, the Consultant will treat the Employer as being unregistered for GSTIN.</p> <p>Where the Consultant issues a credit note to the Employer in relation to any invoice, the Employer shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by the Consultant to the Employer. If the Employer fails to do so, and this results in additional liability for the Consultant, Employer shall be liable to reimburse the Consultant for any liability incurred by the Consultant (being the tax, interest and any penalties thereon).</p>
<p><b>44. Currency of Payment</b></p>	<p>44.1 Any payment under this Contract shall be made in the currency(ies) specified in the <b>SCC</b>.</p>
<p><b>45. Mode of Billing and Payment</b></p>	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>The Itemized Invoices</u>. As soon as practicable and not later than</p>

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 **SCC**, 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 **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency.

(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.

(d) The Final Payment .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 is as per terms and conditions as per this contract. 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 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 90 (ninety) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

	<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>	46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 44.1 (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> .

### **G. FAIRNESS AND GOOD FAITH**

<b>47. Good Faith</b>	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.
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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 47.1 shall apply.</p>
<b>49. Dispute Resolution</b>	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> .





## II. General Conditions

### Attachment I: Corrupt and Fraudulent Practices

- 1.1 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.
- 1.2 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.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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>4</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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<sup>4</sup> 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]*

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
1.1(b) and 3.1	<b>The Contract shall be construed in accordance with the law of INDIA</b>
4.1	<b>The language is: English</b>  297
6.1 and 6.2	<b>The addresses are:</b>  298  Client : Silvassa Smart City Limited  299  Attention : _____  Facsimile : _____  E-mail (where permitted): _____  300  Consultant : _____  _____  Attention : _____



<p><b>14.1</b></p>	<p><b>Expiration of Contract:</b></p> <p><b>308</b></p> <p>The time period shall be 36 months (3 (Three) Years), which may be extended on mutual consent till the Smart City Mission Period on the successful performance of the Consultant.</p>
<p><b>21 b.</b></p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified (prior to appointment) from providing goods, works or non-consulting services or the contract should be terminated due to a conflict of a nature described in Clause GCC 21.1.3</p> <p><b>Yes</b></p>
<p><b>23.1</b></p>	<p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p><b>309</b></p> <p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p><b>(a)</b> 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 or otherwise, 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 in the aggregate exceeds the total value of the Contract;</li> </ul> <p><b>(b) This limitation of liability shall not</b> be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Client’s Country.</p>
<p><b>24.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>310</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage</b></p>

	<p><b>of equal to the value of the Contract Price;</b></p> <p>311</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 Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>312</p> <p>(c) Third Party liability insurance, with a minimum coverage capped to value of the Agreement.</p> <p>313</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the Personnel in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>314</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>
<p><b>27.2</b></p>	<p>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p><b>35.1</b> <b>(a) through (e)</b></p>	<p><i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
<p><b>35.1(f)</b></p>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>

<p><b>41.2</b></p>	<p>In case of extension of consultancy services beyond the stipulated period, as may be mutually agreed by the client and the consultant, the escalation in the monthly payment shall be escalated by 10% for the first year, 15% annually from the second year onwards.</p> <p>The payment terms for the deliverables shall remain the same.</p>
<p>42.1</p>	<p><b>Payments shall be made according to the following schedule</b></p> <p>The payment including remuneration of Consultant shall be linked with the time based with milestone wise deliverable as per Appendix D of the document.</p> <p><b>(a) Any indirect local taxes including but not limited to Goods and Service tax and other applicable levies chargeable in respect of this Contract for the Services provided by the Consultant shall be separately paid by the Client to 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>
<p><b>42.3</b></p>	<p><b>[Deleted]</b></p>
<p><b>43.1 and 43.2</b></p>	<p><b>[Deleted]</b></p>
<p><b>Add Clause 43.3</b></p>	<p>(a) The client shall reimburse Local indirect taxes payable in India as per Applicable Law. The consultant shall register itself for Goods and Service tax with appropriate authority in India &amp; shall provide the registration Number to the client.</p>

	<p>315</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
<b>44.1</b>	<p>The currency of payment shall be the following:</p> <p><b>Indian Rupees</b></p>
<b>45.1(a)</b>	NA
<b>45.1(b)</b>	NA
<b>45.1(e)</b>	<p><b>The accounts are:</b></p> <p>for local currency: <i>[insert account]</i>.</p>
<b>46.1</b>	<b>The interest rate is:</b> 6% for local currency.
<b>49.1</b>	<p><b>[Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>I. <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</p>



by the Party who initiated the proceedings, either Party may apply to [*Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi*] 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, *Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) 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 *Registrar, The Indian Council of Arbitration, New Delhi*.
- (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 *Registrar, The Indian Council of Arbitration, New Delhi*. 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 style="text-align: center;"><b>316</b></p>	<p>2. <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>3. <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 Personnel with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<b>Note:</b> <i>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 [<b>Note:</b> <i>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;</p>
<p style="text-align: center;"><b>317</b></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>
<p><b>INSERT CLAUSE 50</b></p>	<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 @ 2% 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 Nationalized Bank or Scheduled Commercial Bank in India or from within 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, except for amounts to which the Client is entitled under the Contract in the event of:</p> <p>(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</p>

	<p>amount of the Performance Security,</p> <ul style="list-style-type: none"> <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>
<p><b>INSERT CLAUSE 51</b></p>	<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 Consultant in execution of the services, the SSCL 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 the Client is final &amp; binding on the consultancy firm.</li> <li>(ii) Deleted</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.]*

### **APPENDIX B - KEY EXPERTS**

*[Insert a table based on 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.]*

**APPENDIX C - FORM OF PERFORMANCE PAYMENTS GUARANTEE**

{Guarantor letterhead or SWIFT identifier code}

**PERFORMANCE GUARANTEE**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

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

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

Date: [insert date (as day, month, and year) of Bid Submission]

Contract No. and title: [insert no. and title of bidding process]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)<sup>5</sup> in figures and words] upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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<sup>5</sup> The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*<sup>6</sup>, and any demand for payment under it must be received by us at this office on or before that date.

*[In preparing this Guarantee, the Purchaser might consider adding the following text to the Form]*

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

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

*[signatures of authorized representatives of the bank and the Contractor]*

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<sup>6</sup> Dates established in accordance with the General Conditions of Contract ("GCC").

**APPENDIX D – PAYMENT MILESTONES**