



**SMART KALYAN-DOMBIVLI DEVELOPMENT
CORPORATION LIMITED (SKDCL)**

REQUEST FOR PROPOSAL

Tender No. 1/2016

**APPOINTMENT OF PRINCIPAL CONSULTANT FOR
STRATEGIC ADVISORY AND PROJECT MANAGEMENT
SUPPORT TO SKDCL FOR IMPLEMENTATION OF KALYAN-
DOMBIVLI SMART CITY PROPOSAL**

**Issued by:
Director,
Smart Kalyan-Dombivli Development Corporation Limited, Kalyan**

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Disclaimer

The information contained in this Request for Proposal document ("RfP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Smart Kalyan-Dombivli Development Corporation Limited (SKDCL) or any of its employees or advisers, is provided to Applicants 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 SKDCL to the prospective Consultants or any other person. The purpose of this RfP is to provide interested Applicants 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 Client in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RfP may not be appropriate for all persons, and it is not possible for SKDCL, 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 Applicant 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 Applicants 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. SKDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

SKDCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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.

SKDCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RfP.

SKDCL 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 SKDCL is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and SKDCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant 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 SKDCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and SKDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. Introduction

1.1 Background

- 1.1.1 Smart Kalyan-Dombivli Development Corporation Limited (SKDCL) was incorporated on 1st of September 2016 to implement the projects / interventions under the smart city proposal of Kalyan-Dombivli city as prepared in accordance with Ministry of Urban Development, GOI. On 20th of September 2016, Ministry of Urban Development declared the selection of Smart City Proposal of Kalyan-Dombivli city for implementation under round two of the smart city mission.
- 1.1.2 In line with the Central Government's guidelines, the smart city proposal (can be downloaded from: <http://www.smartcities.gov.in/Round2SCPs.aspx>) includes an 'area based development' and 'pan city solution'. The area-based development (ABD) model, in alignment with the city's geo-spatial structure, aims at developing Kalyan-Dombivli in various nodes. The model focuses on developing the city into multiple self-sufficient, walkable nodes that provide connectivity and smart infrastructure for realizing the transformational vision set out for the city. The ABD model enables targeted use of green-field areas in a node through town planning scheme mechanism, ensuring planned development, and retrofitting of the existing developed areas for improving service levels in the traditional core areas by providing smart infrastructure facilities. The city, as a part of its pan-city intervention, seeks to develop a data warehouse and MIS for the city to maintain its operational database, monitor the service levels of basic service provisions including water supply, sewerage, solid waste management, storm water drainage and city transportation services, and ensure citizens engagement in these service provisions.

1.2 Request for Proposal (RfP)

- 1.2.1 Against this backdrop, Smart Kalyan-Dombivli Development Corporation Limited (SKDCL) (hereinafter referred to as "Client") invites proposals from interested firms (the "Proposal") for selection of Principal Consultant to provide strategic advisory and project management support to SKDCL for implementation of Kalyan-Dombivli Smart City proposal. The Scope of Work of the Principal Consultant shall be as specified in Clause 7.2 of this RFP.
- 1.2.2 The Client intends to select the Principal Consultant through an open competitive bidding process in accordance with the procedure set out herein.
- 1.2.3 The Applicants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-Proposal meeting. Attending any such pre-Proposal meeting is optional and is at the Applicants' expense.

1.3 Sale of RfP documents

- 1.3.1 RFP document can be downloaded from the website of www.mahatender.gov.in. However, the proposal of only those Applicants shall be considered for evaluation who have made online payment of Rs. 20000/- (Rupees Twenty Thousand Only) for the RFP

document (Document Fees). RfP Document fee shall be paid online through the payment gateway provided at www.mahatenders.gov.in and receipt of the same shall be submitted along with technical proposal. The RfP Document fee is Non-Refundable.

- 1.3.2 It is mandatory that the Applicants are required to sign their Proposals online using class-III Digital Signature Certificates, so the same should be obtained the same at the earliest if not obtained already.
- 1.3.3 For further information regarding issue of Digital Signature Certificate, the Applicants may visit website www.mahatender.gov.in It is to be noted that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Client shall not be responsible for any delay in issue of Digital Signature Certificate.
- 1.3.4 If Applicant is bidding first time for e-tendering, then it is obligatory on the part of Applicant to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. Applicant must positively complete online e-tendering procedure at www.mahatender.gov.in
- 1.3.5 For any type of clarifications Applicants can visit www.mahatender.gov.in help desk contact no. +919881044457.
- 1.3.6 An authorized representative of the Applicants 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 dully authorized to sign.
- 1.3.7 The Technical and financial Proposal shall be submitted online only and shall be signed digitally. They shall not contain any interlineations or overwriting.

1.4 Validity of proposals

- 1.4.1 Proposals must remain valid for 120 calendar days from the Proposal submission deadline. During this period, the Applicant shall maintain its original Proposal without any change, including the proposed rates and the total price.
- 1.4.2 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Applicants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 1.4.3 If the Applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- 1.4.4 If any of the Key Experts become unavailable for the extended validity period, the Applicant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall

have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. If the Applicant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

1.5 Schedule of Selection process

Sr. No.	Particulars	Dates / Timelines
1	Publication of RfP	9 th November 2016
2	Purchase of blank proposal forms	From 9 th November 2016 to 30 th November 2016 up to 3.00 pm
3	RfP document fee	Rs. 20,000.00
4	Bid Validity period	120 days
5	<u>Submission of completed proposals</u>	<u>30th November 2016 up to 03.00 PM.</u>
6	Pre Bid meeting date and time	16/11/2016 at 3.00 pm Address: SKDCL, Kalyan-Dombivli Municipal Corporation, Kalyan. Contact Person: Shri E. Ravendiran (IAS), Director, SKDCL
7	Communication address	Email ID: smartkalyandevcorp@gmail.com Phone number: 02512204065.
8	Last date for submission of clarifications	15 th November 2016 up to 03.00 PM.
9	Opening of Technical Proposal	01 st December 2016 at 05.00 PM. or as intimated to the Applicants.
10	Opening of Financial Proposal	As intimated to the Applicants.
11	Estimated date and address for Contract Negotiations	Date: As intimated to the Applicant by the Client. Address: Office of Director-CEO, SKDCL, Kalyan-Dombivli Municipal Corporation office, Kalyan.
12	Signing of agreement	As intimated to the Applicants.
13	Expected date for the commencement of the Services:	30 days from signing of the contract at SKDCL office, Kalyan.

1.6 Communications and address

1.6.1 All communication should be addressed to:

Shri E. Ravendiran (IAS),
Director,
Smart Kalyan-Dombivli Corporation Limited,
Address: SKDCL, Kalyan-Dombivli Municipal Corporation, Kalyan.
Email: smartkalyandevcorp@gmail.com
Phone number: 02512204065.

1.7 Pre-proposal conference

- 1.7.1 A pre-Proposal meeting will be held on date, time and venue as specified in 1.5(6) above. The Applicants shall submit their clarifications and confirm presence during the pre-proposal meeting on the above official email id of SKDCL. A maximum of two personnel can attend the meeting on behalf of each Applicant.

2 Instructions to Applicants

2.1 Scope of proposal

- 2.1.1 Detailed description of the objectives, scope of work, deliverables and other requirements relating to this Proposal are specified in this RFP. In case an Applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may submit the proposal either individually (the “Sole Firm”) or as lead member of a consortium of up to three firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. A maximum of three members including Lead Member shall be allowed in a consortium.
- 2.1.2 Credentials and experience of only the Sole Firm or Lead Member shall be considered for technical evaluation.
- 2.1.3 The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Selection of Principal Consultant shall be on the basis of an evaluation by the Client through a quality and cost based selection process specified in this RFP.
- 2.1.4 Applicant shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Client’s decisions are without any right of appeal whatsoever.

2.2 Eligibility

- 2.2.1 Only those Applicants incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad, is a firm / LLP and has registration / incorporation under the governing legislation will be eligible for submission of the Proposal. The Applicant must have a valid service tax registration in India. The Applicant shall be required to submit a true copy of its Incorporation Certificate and valid tax registration document along with the Proposal.
- 2.2.2 The Applicant should have received at least Rs. 30 Cr. in consulting fees in each of the preceding three financial years. The Applicants shall submit audited financial statements for each of the preceding three financial years to support the eligibility claim. Proposals without appropriate financial statements and not meeting the eligibility criteria shall be disqualified.
- 2.2.3 The Applicant shall offer and make available all key personnel meeting the requirements specified in table below. The Applicant shall assess the requirement of additional personnel towards fulfilment of the Scope of Work and accordingly propose them as a part of the Proposal. Such additional personnel CVs shall not be evaluated. The Client has indicated the minimum Key Experts’ time input (expressed in person-month) required. The Proposal shall be based on the Applicant’s own estimates for the same.

Sr. No.	Educational qualification and expertise / Conditions of Eligibility
On site team – Key Experts	
1.	Project Manager / Team leader: Graduation in Civil engineering or higher. At least 10 years of experience in project management of infrastructure projects. (Deployment – 60 person months)
2.	Urban Planner: Master degree in urban/ infrastructure planning with experience of minimum 7 years in urban development projects. (Deployment – 60 person months)
3.	Assistant Project Manager: Graduation in civil engineering with minimum 5 years of experience in Project management of infrastructure projects. (Deployment – 60 person months)
4.	Assistant Engineer: Graduate in Civil Engineering or higher. At least 3 years of experience in development projects. (Deployment – 60 person months)
Off-site team – Key Experts	
5.	IT Expert: Demonstrated experience of at least 10 years in developing / implementing IT / e-governance systems. (Deployment – 36 person months)
6.	Urban infrastructure expert: Graduate in civil engineering with relevant experience of at least 20 years in the designing and implementation of infrastructure projects. (Deployment – 24 person months)
7.	Town Planning Schemes expert: Masters in planning with experience of minimum 20 years in development planning related assignments including familiarity with town planning schemes and MRTD Act. (Deployment – 24 person months)
8.	Urban Environment expert: Master in Environment science or civil engineering or relevant experience in dealing environmental infrastructure with at least 12 years of experience in urban development. (Deployment – 12 person months)
9.	Urban transport expert/ Transport engineer: Masters in transport planning with more than 15 years of working experience on transportation projects. (Deployment – 24 person months)
10.	Municipal engineer: Graduate engineer with an experience of minimum 15 years in implementing municipal infrastructure. (Deployment – 24 person months)
11.	Legal Expert: Graduate in Law with an experience of at least 8 years of experience of advising infrastructure projects. (Deployment – 6 person months)

12.	PPP Expert: MBA or equivalent with at least 15 years of experience on multi-sector transaction advisory for PPP projects. (Deployment – 6 person months)
13.	Financial Modeler: MBA or equivalent with at least 7 years of experience in preparation of financial models for infrastructure projects. (Deployment – 6 person months)

2.2.4 An Applicant sanctioned by Client in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during such period of time as the client shall determine.

2.2.5 Any Applicant which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 The Applicant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

2.3.2 The Applicant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Applicant or the termination of its Contract and/or sanctions by the Bank.

2.3.3 Without limitation on the generality of the foregoing, the Applicant shall not be hired under the circumstances set forth below:

- i. Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to

those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- ii. Conflict among consulting assignments: an Applicant (including its Experts and Sub-consultants) or any of its Associates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Applicant for the same or for another Client.
- iii. Relationship with the Client's staff: an Applicant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.
- iv. the Applicant, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (b) subject always to Sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- v. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- vi. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- vii. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant;

2.4 Corrupt and Fraudulent Practices

- 2.4.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4.
- 2.4.2 In further pursuance of this policy, Applicant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

2.5 Cost of Preparation of Proposal

- 2.5.1 The Applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicant.

2.6 Language

- 2.6.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Applicant and the Client, shall be written in English language.
- 2.6.2 No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.7 Documents Comprising the Proposal

- 2.7.1 In preparing the Proposal, the Applicant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 2.7.2 The Proposal shall comprise the documents and forms listed below:

1. Technical proposal (Envelope 1)

- (a) Letter of Proposal (Tech Form 1)
- (b) Particulars of the Applicant (Tech Form 2)
- (c) Power of Attorney to sign the Proposal
- (d) Bank Guarantee (EMD);
- (e) Affidavit Certifying that Applicant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted (Tech Form 3);
- (f) Statement of Legal Capacity (Tech Form 4)
- (g) Financial capacity of the Applicant (Tech Form 5);
- (h) Abstract of Applicant's experience (Tech Form 6);
- (i) Detailed Applicant's experience (Tech Form 7);
- (j) Comments and Suggestions on TOR (Tech Form8);
- (k) Description of approach, methodology and work plan (Tech Form 9);
- (l) Work schedule and planning for deliverables (Tech Form 10);
- (m) Team Composition and roles (Tech Form 11);
- (n) Proposed key experts (Tech Form 12)

AND

2. Financial Proposal (Envelope 2)

- (a) Fin Form 1 - Financial proposal submission form;
- (b) Fin Form 2 - Financial proposal.

2.8 Only One Proposal

2.8.1 An Applicant shall submit only one Proposal. If an Applicant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

2.9 Subcontracting

2.9.1 The Selected Consultant shall not be allowed to sub-contract whole of the services under the contract. The Selected Consultant shall be allowed to sub-contract a part of the services with prior approval from the client. The Selected Consultant shall be responsible for the performance of the sub-consultant.

2.10 Clarification and Amendment of RFP

2.10.1 The Applicant may request a clarification of any part of the RFP before the date indicated in clause 1.5. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in clause 1.6. The Client will 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 its source) to all the Applicants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so at any time before the proposal submission deadline. The Client may amend the RFP by issuing a corrigendum in writing or by standard electronic means. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

2.10.2 The Applicant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline.

2.10.3 No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

2.11 Proposal Format and Content

2.11.1 The Qualification Documents and Technical Proposal (envelope 1) shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.

2.11.2 Applicant shall not propose alternative Key Expert. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.

2.12 Financial Proposal

2.12.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP.

2.12.2 The Applicant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of this Contract. Amounts payable by the Client to the Selected Consultant under the contract will be subject to local taxation. The Client will reimburse the Selected Consultant for indirect local taxes (including service tax) and duties as applicable and finalised during the negotiation stage.

2.12.3 The Applicant shall express the price for its Services in Indian Rupee (INR). Payment under the Contract shall also be made only in Indian Rupee (INR).

2.13 Earnest money Deposit (EMD)

2.13.1 An EMD amount of INR 20,00,000 (Indian Rupees Twenty Lakh) in the form of demand draft (DD) or Bank Guarantee (BG) from a Scheduled Commercial Bank in India and drawn in favour of the Smart Kalyan-Dombivli Development Corporation Limited and payable at Kalyan-Dombivli, must be submitted along with the Proposal. If the EMD is submitted through BG, the minimum validity date of the BG should be 180 (one hundred eighty) days from the last date of submission of the Proposals. The format of bank guarantee is provided in section 6 of the document.

2.13.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

2.13.3 No interest shall be payable by the Client for the sum deposited as EMD.

2.13.4 The EMD of the unsuccessful Applicants would be returned within one month of signing of the contract with Selected Consultant.

2.13.5 The EMD of the Selected Consultant would be retained by the Client as part of Performance Security. The Selected Consultant shall provide additional amount equal to the difference between the EMD and the Performance Security as Performance Security.

2.13.6 The EMD shall be forfeited by the Client in the following events:

- i. If Proposal is withdrawn during the validity period or any extension agreed by the Applicant thereof;
- ii. If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof;
- iii. If the Applicant tries to influence the evaluation process;
- iv. If the First ranked Applicant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Applicant).

2.14 Submission, Sealing, and Marking of Proposals

2.14.1 The Applicant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Section 2.7 (Documents Comprising Proposal). The Proposals shall be submitted online before the date and time specified in section 1.5. Failure to do so shall result in disqualification of the Proposals.

2.14.2 An authorized representative of the Applicant shall sign the 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 Proposal.

2.14.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

2.15 Confidentiality

2.15.1 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Applicants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

2.15.2 Any attempt by Applicants or anyone on behalf of the Applicant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

2.15.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Applicant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

2.16 Performance Security

2.16.1 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Client's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Client as the mutually agreed pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- i. if a Applicant engages in any of the Corrupt and Fraudulent practices specified in Clause 2.4 of this RFP;
- ii. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3 of this RFP; and
- iii. if the Selected Consultant commits a breach of the Agreement.

2.16.2 An amount equal to 2% (two per cent) of the agreement value shall be deemed to be the Performance Security for the purposes of this Clause 2.16, which may be forfeited and appropriated in accordance with the provisions hereof.

2.17 Opening of Technical Proposals

2.17.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Applicants' authorized representatives who choose to attend. The opening date, time and the address are stated in the schedule of selection process. Financial Proposal shall remain sealed until they are opened in accordance with Clause 2.21.

2.18 Proposals Evaluation

2.18.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. The Applicant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 1.5. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.

2.19 Evaluation of Technical Proposals

2.19.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Applicants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Instruction to the Applicants.

2.20 Deleted

2.21 Opening of Financial Proposals

2.21.1 After the technical evaluation is completed, the Client shall notify those Applicants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, and (and shall provide information relating to the Applicant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened.

2.21.2 These Financial Proposals shall be then opened online, and records of the total fees of the qualifying Applicants shall be sent to all technically qualified Applicants. 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.

2.22 Correction of Errors

2.22.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

2.22.2 The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

2.23 Taxes

2.23.1 The Client's evaluation of the Applicant's Financial Proposal shall exclude taxes and duties in the Client's country. The service tax and other taxes/duties shall be paid as per the applicable laws.

2.24 Combined Quality and Cost Evaluation

2.24.1 The total score shall be calculated by weighting the technical and financial scores and adding them as per the formula and instructions given in Section 3 of the RfP. The Applicant achieving the highest combined technical and financial score will be invited for negotiations.

2.25 Negotiations and Award

2.25.1 The negotiations will be held at the date and address indicated in the schedule of selection process with the Applicant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Applicant.

2.25.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Applicant's authorized representative.

2.25.3 The invited Applicant shall confirm the availability of all Key Personnel included in the Proposal from one month of award of contract or, if applicable, a replacement in accordance with Clause 1.4.4.

2.25.4 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

2.25.5 The negotiations include the clarification of the Applicant's tax liability in India and how it should be reflected in the Contract.

2.25.6 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

2.25.7 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Applicant's authorized representative.

2.25.8 If the negotiations fail, the Client shall inform the Applicant in writing of all pending issues and disagreements and provide a final opportunity to the Applicant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Applicant of the reasons for doing so. The Client will invite the next-ranked Applicant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Applicant, the Client shall not reopen the earlier negotiations.

2.26 Award of Contract

- 2.26.1 After completing the negotiations the Client shall sign the Contract; publish the award information; and promptly notify the other technically qualified Applicants or upload the detail on the website.
- 2.26.2 The Selected Consultant is expected to commence the assignment on the date and at the location specified in section 1.5 schedule of selection process.

3 Criteria for Evaluation

3.1 Evaluation of Technical proposal (QCBS)

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel.

3.1.2 Only those Applicants with Technical Proposals score 60 points or more out of 100 points shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).

No.	Details of experience	Maximum Score
1	<p>Experience of operating a project implementation unit/ project management unit at urban local body for more than two years. (The scope of work should include onsite support for reform implementation, project appraisal or PPPs in cities with population more than 1 million in Census 2011):</p> <ul style="list-style-type: none">• Experience of providing PIU/PMU support to up to 3 cities – 2 marks• Experience of providing PIU/PMU support to more than 3 cities – 6 marks	6 marks
2.	<p>Experience of operating a project implementation unit/ project management unit at urban local body. (The scope of work should include providing on-site support for reform implementation, project appraisal or PPPs):</p> <ul style="list-style-type: none">• Experience of providing onsite PIU/PMU support in a city with population more than 1 million in Census 2011 consecutively for up to 3 years – 2 marks• Experience of providing onsite PIU/PMU support in a city with population more than 1 million in Census 2011 consecutively for 3 to 6 years – 4 marks• Experience of providing onsite PIU/PMU support in a city with population more than 1 million in Census 2011 consecutively for more than 6 years – 6 marks	6 marks
2	<p>Familiarity with MRTP Act and planning processes of Maharashtra:</p> <ul style="list-style-type: none">• Experience of up to 1 assignment – 3 marks• Experience of 2 or more assignments – 6 marks	6 marks

3	<p>Experience of preparing Smart City Proposals for cities with population more than 1 million in Census 2011 under Smart City Mission of MoUD:</p> <ul style="list-style-type: none"> • Experience of preparing Smart City Proposal for 1 to 2 cities – 3 marks • Experience of preparing Smart City Proposal for 3 to 4 cities – 6 marks • Experience of preparing Smart City Proposal for 5 or more cities – 12 marks 	12 marks																								
4	<p>Experience of preparing business plan/ operations plan for government owned companies:</p> <ul style="list-style-type: none"> • Experience of up to 5 assignments - 3 marks • Experience of more than 5 assignments - 5 marks 	5 marks																								
5	Approach, methodology and work plan to execute the assignment	25 marks																								
6	<p>Capability, Experience and Qualifications of key personnel as per tender requirements:</p> <table border="1" data-bbox="272 827 1230 1892"> <thead> <tr> <th data-bbox="272 827 342 940">Sr. No.</th> <th data-bbox="342 827 1105 940">Educational qualification and expertise / Conditions of Eligibility</th> <th data-bbox="1105 827 1230 940">Marks</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="272 940 1230 999" style="text-align: center;">On site team – Key Experts</td> </tr> <tr> <td data-bbox="272 999 342 1178">1.</td> <td data-bbox="342 999 1105 1178">Project Manager / Team leader: Graduation in Civil engineering or higher. At least 10 years of experience in project management of infrastructure projects. (Deployment – 60 person months)</td> <td data-bbox="1105 999 1230 1178" style="text-align: center;">8</td> </tr> <tr> <td data-bbox="272 1178 342 1346">2.</td> <td data-bbox="342 1178 1105 1346">Urban Planner: Master degree in urban/ infrastructure planning with experience of minimum 7 years in urban development projects. (Deployment – 60 person months)</td> <td data-bbox="1105 1178 1230 1346" style="text-align: center;">7</td> </tr> <tr> <td data-bbox="272 1346 342 1514">3.</td> <td data-bbox="342 1346 1105 1514">Assistant Project Manager: Graduation in civil engineering with minimum 5 years of experience in Project management of infrastructure projects. (Deployment – 60 person months)</td> <td data-bbox="1105 1346 1230 1514" style="text-align: center;">3</td> </tr> <tr> <td data-bbox="272 1514 342 1682">4.</td> <td data-bbox="342 1514 1105 1682">Assistant Engineer: Graduate in Civil Engineering or higher. At least 3 years of experience in development projects. (Deployment – 60 person months)</td> <td data-bbox="1105 1514 1230 1682" style="text-align: center;">3</td> </tr> <tr> <td colspan="3" data-bbox="272 1682 1230 1745" style="text-align: center;">Off-site team – Key Experts</td> </tr> <tr> <td data-bbox="272 1745 342 1892">5.</td> <td data-bbox="342 1745 1105 1892">IT Expert: Demonstrated experience of at least 10 years in developing / implementing IT / e-governance systems. (Deployment – 36 person months)</td> <td data-bbox="1105 1745 1230 1892" style="text-align: center;">4</td> </tr> </tbody> </table>	Sr. No.	Educational qualification and expertise / Conditions of Eligibility	Marks	On site team – Key Experts			1.	Project Manager / Team leader: Graduation in Civil engineering or higher. At least 10 years of experience in project management of infrastructure projects. (Deployment – 60 person months)	8	2.	Urban Planner: Master degree in urban/ infrastructure planning with experience of minimum 7 years in urban development projects. (Deployment – 60 person months)	7	3.	Assistant Project Manager: Graduation in civil engineering with minimum 5 years of experience in Project management of infrastructure projects. (Deployment – 60 person months)	3	4.	Assistant Engineer: Graduate in Civil Engineering or higher. At least 3 years of experience in development projects. (Deployment – 60 person months)	3	Off-site team – Key Experts			5.	IT Expert: Demonstrated experience of at least 10 years in developing / implementing IT / e-governance systems. (Deployment – 36 person months)	4	40 marks
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6.	Urban infrastructure expert: Graduate in civil engineering with relevant experience of at least 20 years in the designing and implementation of infrastructure projects. (Deployment – 24 person months)	3
7.	Town Planning Schemes expert: Masters in planning with experience of minimum 20 years in development planning related assignments including familiarity with town planning schemes and MRTP Act. (Deployment – 24 person months)	4
8.	Urban Environment expert: Master in Environment science or civil engineering or relevant experience in dealing environmental infrastructure with at least 12 years of experience in urban development. (Deployment – 12 person months)	1
9.	Urban transport expert/ Transport engineer: Masters in transport planning with more than 15 years of working experience on transportation projects. (Deployment – 24 person months)	3
10.	Municipal engineer: Graduate engineer with an experience of minimum 15 years in implementing municipal infrastructure.(Deployment – 24 person months)	1
11.	Legal Expert: Graduate in Law with an experience of at least 8 years of experience of advising infrastructure projects. (Deployment – 6 person months)	1
12.	PPP Expert: MBA or equivalent with at least 15 years of experience on multi-sector transaction advisory for PPP projects. (Deployment – 6 person months)	1
13.	Financial Modeler: MBA or equivalent with at least 7 years of experience in preparation of financial models for infrastructure projects. (Deployment – 6 person months)	1
Total		100

3.1.3 The Applicant shall provide additional experts in urban design, legal, landscape architects and other relevant field experts as may be necessary towards implementation of smart city projects. Each of the Key Personnel must fulfill respective qualification and experience requirements. For evaluation of each of the key professionals the following sub-criteria shall be followed:

- a. 20%: Educational qualifications

- b. 80%: Adequacy for the assignment / job (Experience in carrying out similar assignment/job)

3.2 Evaluation of financial proposal:

- 3.2.1 In the second stage, the financial packets of the technically qualified proposals shall be opened for further evaluation. The Client will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Applicant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.3 Combined and Final Evaluation

- 3.3.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.8 and 0.2 respectively.

- 3.3.2 The Selected Consultant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP, as the case may be.

4 Fraud and corrupt practice

1. The Applicant 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 Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
2. Without prejudice to the rights of the Client under Clause 4.1 hereinabove and the rights and remedies which the client may have under the LOA or the Agreement, if an Applicant or the Selected Consultant, as the case may be, is found by the client 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 the execution of the Agreement, such Applicant or Applicants shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Applicants, as the case may be, is found by the Client 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.
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 Client 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 Client, 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. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 Technical Proposal – Standard Forms

- (a) Letter of Proposal (Tech Form 1)
- (b) Particulars of the Applicant (Tech Form 2)
- (c) Power of Attorney to sign the Proposal
- (d) Bank Guarantee (EMD);
- (e) Affidavit Certifying that Applicant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted (Tech Form 3);
- (f) Statement of Legal Capacity (Tech Form 4)
- (g) Financial capacity of the Applicant (Tech Form 5);
- (h) Abstract of Applicant's experience (Tech Form 6);
- (i) Detailed Applicant's experience (Tech Form 7);
- (j) Comments and Suggestions on TOR (Tech Form 8);
- (k) Description of approach, methodology and work plan (Tech Form 9);
- (l) Work schedule and planning for deliverables (Tech Form 10);
- (m) Team Composition and roles (Tech Form 11);
- (n) Proposed key experts (Tech Form 12)

Tech Form 1: Letter of Proposal

(On Applicant's letterhead)

(Date and Reference)

To,

(Details to be filled up as mentioned in the schedule of selection process)

Sub: Submission of Technical Proposal for the appointment of principal consultant for strategic advisory and project management support to SKDCL for implementation of Kalyan-Dombivli Smart City Proposal

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as principal consultant for strategic advisory and project management support to SKDCL for implementation of Kalyan-Dombivli Smart City Proposal. The proposal is unconditional and unqualified.

I/We acknowledge that the Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;
- (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP document and certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

I/We declare that we are not a member of any other Consortium applying for selection as a Consultant.

I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our COO or any of our Directors/Managers/employees.

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the submission of the proposal as specified in the RFP.

Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in technical proposal.

I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/ Lead Member)

Tech Form 2: Particulars of the Applicant

1	Title of the Project:
2	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm/ Consortium
3	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Location of corporate office: Details of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
4	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firm(s): (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business
5	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? (Yes/No) If so, provide the office address(es) in India. (ii) Has the Applicant or any of the Members in case of a consortium been penalised by any organization for poor quality of work or breach of contract in the last five years? (Yes/No) (iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? (Yes/No) (iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? (Yes/No) (v) Has the Applicant or any of its Associates, in case of a consortium, suffered

	bankruptcy/insolvency in the last five years? (Yes/No) Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.
6	(Signature, name and designation of the authorised signatory) For and on behalf of

Power of Attorney to Sign the Proposal

(On Rs. 100 stamp paper to designate signatory for the consultancy)

Bank Guarantee for EMD

Format for Bank Gaurentee

Whereas M/s (here under called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender. No. ___ of 2016-17 dated..... And whereas We,Bank, agree to give the Consultants a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants up to a total of Rupees.....(i.e. Rs.....) and we undertake to pay the[Name of Client] upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees_____.
2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the[Name of Client] in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Tech Form 3: Affidavit for Blacklisting Certification

(On Rs 100/- stamp paper)

Format for Anti-blacklisting certificate

We, _____ (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or non-black listing / debarring by Central/State Government/ ULB, statutory organization etc. agency from participating in Project/s, either individually or as member of a Consortium as on 7th November 2016.

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

Dated _____

Name of the firm

(Signature, name and designation of the authorised signatory)

Tech Form 4: Statement of Legal Capacity

(To be submitted on the letterhead of the Applicant)

To,

Sub: RFP for appointment of principal consultant for strategic advisory and project management support to SKDCL for implementation of Kalyan-Dombivli Smart City Proposal

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (Insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

Tech Form 5: Financial capacity of the Applicant

Sl. No.	Financial Year	Annual Professional Fee from Advisory and Consultancy Services (Rs)

Certification from statutory Auditor*:

This is to certify that (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

** The audited Financial Statements for the corresponding year has to be attached. In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.*

- NOTE: 1. Please do not attach any printed Annual Financial Statement.
2. In case of consortium, Form-5 shall be submitted by the Lead Member.

Tech Form 6: Abstract of Applicant experience

Tech Form 6: a brief description of the Applicant's organization and an outline of the recent experience of the Applicant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Applicant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a Consortium or a sub-consultancy, the amount paid to the Applicant), and the Applicant's role/involvement.

A. Applicant's Organization

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

B. Applicant's Experience

List only those assignments for which the Applicant was legally contracted by the Client as a company or was one of the consortium members. Assignments completed by the Applicant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Applicant, or that of the Applicant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs.

Sl. No	Name of the Project	Name of the Client	Professional fee received by the client (Rs. in crore)
1			
2			
3			
4			

NOTE:

- The Applicant should provide details of only those assignments that have been undertaken by it under its own name.
- The names and chronology of relevant experience included here should be maintained in the project-wise details submitted under Tech Form 7.

Tech Form 7: Detailed Applicant experience

Applicant to provide details of the consultancy assignments as listed under Tech Form 7: Applicant's experience in the format given below. The Applicant should substantiate the claimed experience by presenting the copies of relevant documents and references, if so requested by the Client during evaluation.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Tech Form 8: Comments and Suggestions on TOR

Tech Form 8: comments and suggestions on the Terms of Reference that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

(Suggestions for improvements in the Terms of Reference, if any)

B - On Counterpart Staff and Facilities

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

Tech Form 9: Description of approach, methodology and work plan

Tech Form 9: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

The expected details under each head is provided below:

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

Tech Form 10: Work schedule and planning for deliverables

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

NOTE:

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart

Tech Form 11: Team Composition and roles

Tech Form 11 should provide particulars of the key experts and their roles in the execution of the assignment.

Sl. No.	Designation of the Key Expert	Name	Educational Qualification	Length of Professional Experience
1				
2				
3				
4				

Tech Form 12: Proposed key experts

Please provide the details of the educational qualification and professional experience of the Key-Experts in the prescribed format

FORMAT FOR CURRICULUM VITAE (CV)

1	Proposed Position	:	
2	Name of Staff	:	
3	Name of Firm	:	
4	Date of Birth	:	Nationality
5	Years of Experience	:	
6	Key Qualifications	:	
7	Education	:	
8	Trainings	:	
9	Languages Known	:	
10	Presentations; Paper Submitted	:	
11	Countries of Work Experience	:	
12	Employment Record		
	From: Employer: Position Held:		
	From: Employer: Position Held:		
13	Awards & Achievements	:	
14	Detailed Tasks Assigned		Work Undertaken which Best Illustrates Capabilities for Similar Projects
			Name of assignment or project: Year: Location: Client: Positions held: Main project features: Activities performed:

6 Financial Proposal - Standard Forms

The forms are to be submitted as part of Envelope 2

- (a) Fin Form 1: Financial proposal submission form;
- (b) Fin Form 2: Financial proposal.

Fin Form 1: Financial Proposal Submission Form

(On Applicant's letterhead)

(Date and Reference)

To,

(Details to be filled up as mentioned in the schedule of selection process)

Sub: Submission of Technical Proposal for the appointment of principal consultant for strategic advisory and project management support to SKDCL for implementation of Kalyan-Dombivli Smart City Proposal

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for appointment of principal consultant for strategic advisory and project management support to SKDCL for implementation of Kalyan-Dombivli Smart City Proposal

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Fin Form 2: Financial Proposal

Sl. No.	Particulars	Amount in INR (in figures)	Amount in INR (in words)
1	Total Remuneration (Excluding of all taxes and other liabilities)		

Authorised signatory:

Name:

Designation:

Name of the Firm:

Address:

7 Terms of Reference

7.1 Context

- 7.1.1 Smart Kalyan-Dombivli Development Corporation Limited (SKDCL) has been incorporated on 1st September 2016 to implement the projects / interventions under the smart city proposal of Kalyan-Dombivli city as prepared in accordance with Ministry of Urban Development, GOI.
- 7.1.2 On 20th of September 2016, Ministry of Urban Development declared the selection of Smart City Proposal of Kalyan-Dombivli city for implementation under round two of the smart city mission.
- 7.1.3 In line with the Central Government's guidelines, the smart city proposal (can be downloaded from: <http://www.smartcities.gov.in/Round2SCPs.aspx>) includes an 'area based development' and 'pan city solution'. The area-based development (ABD) – retrofitting model, in alignment with the city's geo-spatial structure, aims at developing Kalyan-Dombivli in various nodes. The model focuses on developing the city into multiple self-sufficient, walkable nodes that provide connectivity and smart infrastructure for realizing the transformational vision set out for the city. The ABD model enables targeted use of green-field areas in a node through town planning scheme mechanism, ensuring planned development, and retrofitting of the existing developed areas for improving service levels in the traditional core areas by providing smart infrastructure facilities. The city, as a part of its pan-city intervention, seeks to develop a data warehouse and MIS for the city to maintain its operational database, monitor the service levels of basic service provisions including water supply, sewerage, solid waste management, storm water drainage and city transportation services, and ensure citizens engagement in these service provisions.
- 7.1.4 Against this backdrop, Smart Kalyan-Dombivli Development Corporation Limited (SKDCL) seeks to appoint a principal consultant for the purpose of assisting SKDCL in planning, management and monitoring of the integrated implementation of all subcomponents forming part of the SCP.
- 7.1.5 Full time project team: The principal consultant shall deploy a full time project team in the office premises of SKDCL. This team shall report to the Chief Executive Officer of SKDCL. Expenditure towards travel of Key Experts for meetings called by Government of India or Government of Maharashtra for smart city projects shall be borne by the principal consultant. The principal consultant shall provide laptops to the key experts.
- 7.1.6 **Facilities to be made available by the authority:** SKDCL shall provide office premises, office infrastructure and IT related facilities as may be necessary for functioning of the team. SKDCL shall not provide for accommodation or internal travel re-imbursements for Key experts deployed by principal consultant.

7.2 Scope of Work

7.2.1 The scope of work for the principal consultant shall include providing technical and administrative support to SKDCL towards project planning, prioritization, development, procurement, budgeting, monitoring and evaluation, reporting and coordination to ensure timely project development and implementation in line with Smart City Proposal and the Smart Cities Mission Guidelines. These services shall be provided for a duration of five years (i.e. 60 calendar months from the date of appointment). The scope shall include the following:

Module 1: Technical assistance to SKDCL towards planning, co-ordination, management and monitoring of implementation works of smart city proposal across Area Based Development (Retrofitting) and pan city proposals

7.2.2 SKDCL Business plan and other financial and legal strategic advisory services towards operationalization of its business plan:

- 1) Preparation of business plan for the SKDCL including organization structure and staffing strategy;
- 2) Review financing and implementation plan of smart city proposal and assess financing requirements, future cash flows, sources of funds and financing modalities;
- 3) Develop revenue model for SKDCL, identify revenue streams and provide strategic and legal advice to SKDCL towards operationalizing the revenue streams. Develop financial models, capital investment plans, financing and operating plans and resource mobilization strategy for smart city projects;
- 4) Support SKDCL in identifying and reaching out potential partners and investors and organizing investment road shows. Support SKDCL in setting up necessary legal and regulatory measures for undertaking its operations;
- 5) Assist SKDCL in developing and operationalizing the strategy for mobilizing funds from external sources including debt;
- 6) Preparation, maintaining and monitoring a Project Master Schedule involving all aspects of implementation ranging from fund flow requirements, statutory approvals, stakeholder consultation and construction milestones;
- 7) The team leader shall be present in all board meetings and present the board with necessary advice on the progress of the projects.

7.2.3 Task progress monitoring: Prepare frequent progress updates towards physical and financial progress updates for prompt decision making by SKDCL and advise SKDCL of measures that need to be taken for timely implementation of the project. The activity reports would contain among others, the following contents:

- 8) Report and track the SKDCL cash flow on a monthly basis, track the cash flow projections and identify the cash flow related issues that may need to be addressed;
- 9) Report and track the fund flows of SKDCL for undertaking the capital works and identify fund flow issues and gaps that need to be addressed;
- 10) Attend the stakeholder co-ordination meetings and report activities and issues discussed with the concerned stakeholders such as MSRTC, Central Railways, KDMTU etc. and identify the next issues of co-ordination required to be discussed for consent;

- 11) Identify and track priority program level issues that need to be addressed at the SKDCL level to ensure smooth implementation of the works;
- 12) Project specific progress report – Prepare physical and financial progress reports for each of the individual projects being undertaken under Area Based Development and Pan City interventions. The Project progress reports would map the physical progress of implementation works, keep track of implementation schedule, assess delays and identify key issues to be addressed and pre-emptive measures that need to be taken to avoid delays, track the financial progress, identify escalation / variations in the project estimates etc.;
- 13) Detail the key activities that need to be completed in subsequent month and prepare a work plan for project specific activities.

7.2.4 Smart city proposal (ABD – retrofitting projects and Pan City projects) implementation support towards planning, project management and monitoring:

- 14) Act as the primary interface, on behalf of SKDCL, for co-ordination between civil contractors, technical consultants, government stakeholder agencies and other technical experts;
- 15) Assist SKDCL in reviewing technical / design specifications for procurement of equipment / machinery and scope of works for appointment of technical experts;
- 16) Assisting SKDCL towards preparation of RFPs / contracts and other procurement related documents towards appointment of individual technical experts, independent monitoring agencies, technical consultants, civil contractors, surveyors, experts and other agencies as may be necessary for implementation of the SCP;
- 17) Assessment of the detailed work plan/schedule proposed by various implementation agencies, and provide suitable recommendations towards prioritization and change in work plans;
- 18) Assisting SKDCL in contract management for various packages under the SCP during the design and implementation stages;
- 19) Provide recommendations to SKDCL towards resolution of contractual issues and other disputes;
- 20) Assist SKDCL in conduct of the procurement process, legal due diligence, evaluation of tenders, Proposal evaluation reports, contract negotiations and other processes towards appointment of technical experts, design consultants and civil contractors;
- 21) Assisting SKDCL in responding to RTI and audit compliance requirements related to the implementation of the smart city project;
- 22) Assisting SKDCL and KDMC in engaging and co-ordination with MSEDCL, Central Railways, MMRDA, MSRTC, MSRDC, RTO, traffic and transport department and other stakeholders towards smooth implementation of the project;
- 23) Assist in documenting key insights and learning in the form of white papers, reports and concept notes on a need basis;
- 24) Provide knowledge support to SKDCL in organizing workshops¹, events, and other such events for both knowledge sourcing and dissemination;

¹ Cost for organizing workshops events and other such events will be borne by SKDCL.

- 25) Support SKDCL in engaging knowledge partners that include national and international academic and research institutions, think-tanks, other relevant organizations;
- 26) Assist SKDCL in obtaining necessary permissions and complying with statutory requirements as required during design stage;

Module 2: Technical assistance to SKDCL towards implementation of town planning schemes under the Area Based Development – Retrofitting.

7.2.5 The area based development – retrofitting proposals involve development of the designated area through town planning schemes under the provisions of Maharashtra regional and town planning (amendment) Act 2011. The principal consultant shall assist SKDCL, KDMC and the appointed arbitrator in preparation of the town planning scheme under the green-field area development proposals:

- 1) Assist SKDCL / KDMC towards appointment of agency for undertaking geo-spatial survey, GIS mapping, land-use mapping and cadastral data integration of the TP scheme area;
- 2) Oversee the activities of the survey agency in undertaking task (a) above;
- 3) Assist KDMC, Arbitrator and SKDCL team in preparation of draft town planning scheme including the DCRs;
- 4) Assisting KDMC and SKDCL in identifying land parcels for monetization including undertaking land suitability and best use study;
- 5) Incorporating recommendations of the State Government towards publication of draft plan;
- 6) Providing technical assistance to Arbitrator for preparation of preliminary and final scheme;
- 7) Assist SKDCL in appointment of DPR consultant, EPC contractor and Independent engineer / Project management consultant for implementing the infrastructure works;
- 8) Overall project planning and scheduling of implementation works.

Module-3: Technical assistance to SKDCL in detailing of the pan-city interventions.

7.2.6 SKDCL proposes development of a 'City Services Management Centre (CSMS)' to integrate various municipal services data platforms, service level analytics, operations monitoring, and information dissemination to meet the requirements of 'Information for All' and 'services on tap'. The components include the following:

- 1) ICT based solution for Citizen Engagement through (i) responsible disclosures in compliance with Public Disclosure Law and beyond leading to transparency in governance and (ii) effective grievance and redressal mechanisms for improved accountability.
- 2) Improving services by allowing real time performance monitoring and management through (a) Smart water management: Installation of SCADA at inlets and outlets of WTPs and smart meters on connections to regulate supply, manage demand, ensure right billing, and reduce NRW; (b) Sewerage management: Installation of bulk flow meters at STPs to measure the quantity of sewage generated and treated before disposal and (c) Automated solid waste management: Vehicle tracking by installing GPS on compactors, dumper placers etc. Ensuring waste collection and measurement by providing RFID tagged compactor bins, society bins, and weighbridges.

- 3) Improved mobility and accessibility through installation of Intelligent Traffic Management System (ITMS) allowing remote surveillance, traffic management, incidence management and enforcing traffic rules; Improved public transit system with GPS tracked bus, smart bus stops, rationalized route, smarter KDMTU operations; Smart parking management system for effective parking space management leading to better use of existing road-widths; and safety and surveillance system
- 7.2.7 The other part of the solution is to expand the existing e-governance system and develop a mobile application as a platform for SKDCL to disseminate information and faster communication with the citizens of the city. The aim of activities under Pan City proposal is to enhance transparency, accountability and responsiveness of the government in service delivery by institutionalizing the entire process of data generation, recording, maintenance, updation and retrieval of data, and reliable reporting of SLB indicators.
- 7.2.8 The principal consultant under this module shall assist SKDCL in (a) preparation of the conceptual outline system plan for development of the pan city solution, (b) appointment of IT consultant and software integrator for development and implementation the system and (c) project management activities. The scope under this module would include the following activities:
- 7.2.9 Preparation of conceptual outline system plan: Based on the assessment of the existing issues identified, a conceptual outline plan would be prepared which would include the conceptual design of the system and output specifications. The tasks include:
- 1) Review the smart city proposal and develop a schematic / conceptual outline systems plan for functioning of each of the elements of the pan city proposal. The conceptual systems plan may include among others output specifications, component architecture, interlinkages and a broad implementation timeline.
 - 2) In preparation of the conceptual outline system plan, the principal consultant shall map the institutional and administrative structures of the existing departments, review the existing online and offline systems that are being utilized in the departments for data management. Analyse data generation methodologies of all the activities undertaken by the respective departments ensuring the data authenticity and identify parallel improvements required in the existing online and offline systems to ensure smooth and authenticate dataflow in the data warehouse.
- 7.2.10 Preparation of request for proposal (RFP) document for the appointment of IT DPR consultant:
- 3) An IT Consultant will be appointed by SKDCL for preparation of a DPR for the pan city proposal involving detailed design and feasibility of the pan city proposal. The principal consultant shall develop the terms of reference for the IT DPR Consultant in consultation with SKDCL and KDMC; assist SKDCL in conducting the pre-bid meeting; assist in preparation of bid evaluation document for the shortlisting and appointment of IT DPR consultant.

7.2.11 Preparation of request for proposal document for the appointment of IT systems integrator and implementation agency:

- 4) Develop the terms of reference for the Pan-City solution Systems integrator and implementation agency in consultation with SKDCL, KDMC and the IT DPR consultant. Assist SKDCL in conducting the pre-bid meeting. Assist in preparation of bid evaluation document for the shortlisting and appointment of systems integrator and implementation agency for development of the MIS and the mobile application;

7.2.12 Provide implementation support towards planning, project management and monitoring of Pan City projects:

- 5) Project specific progress report – Prepare physical and financial progress reports for each of the individual projects being undertaken under Pan City interventions. The Project progress reports would map the physical progress of implementation works, keep track of implementation schedule, assess delays and identify key issues to be addressed and pre-emptive measures that need to be taken to avoid delays, track the financial progress, identify escalation / variations in the project estimates etc.;
- 6) Detail the key activities that need to be completed in subsequent month and prepare a work plan for project specific activities;
- 7) Assist SKDCL in reviewing the outputs and deliverables prepared for the pan city projects;
- 8) Assist SKDCL in reviewing the test plans and procedures for field testing and go-live of the application solutions and audit the solution compliance with designs and output specifications;
- 9) Assist SKDCL in ensuring compliance with Standard Testing and Quality Certification (STQC) and undertaking end-line survey after implementation and roll-out to measure project benefits and goals;
- 10) Assist SKDCL in transfer of assets and knowledge at the end of the contract period.

7.3 Time frame, outputs, deliverables and Payment Terms

7.3.1 The time for completing the assignment would be 60 months from appointment of the consultant. The following outputs are expected to be delivered in under the three modules in total duration of assignment.

7.3.2 The total amount quoted by the consultant shall be paid on the basis of the deliverables achieved and as monthly fees. The Consultant shall raise an invoice every month for the services provided in the last week of every month during the contract period. The deliverables linked payments shall realize only on achievement of the milestone.

7.3.3 The time period for the consultancy services is extendable beyond the period mentioned in clause 7.3.1 for suitable time period as may be mutually agreed between the client and Consultant. During this extended period, the Monthly Payments to the consultant for the first year shall be escalated by 10%; and 15% from second year onwards. Deliverable linked payments shall remain the same.

7.3.4 Monthly Payments

Sr. No.	Deliverable	Timeline (From the signing of the contract)	Payment schedule (% of the total fees)
1	On submission of Task Report	Monthly	= ((50% of total fees) / 60)
2	On completion of 60 months of assistance from the date of signing of contract	60 months	5%

7.3.5 Deliverables linked payment schedule for module-1

Sr. No.	Deliverables	Timeline (From the signing of the contract)	Payment schedule (% of the total financial proposal amount)
1	Inception report	3 weeks	2%
2	Submission of business plan for SPV	6 weeks	3%
3	Approval of RFP for appointment of design, DPR and construction monitoring consultant for station area precinct improvement (Components under SF1-G1);	2 months	2%
4	Approval of RFP for appointment of design, DPR and construction monitoring consultant for water-front development (components under SF2 G1)	2 months	1%
5	Approval of RFP for appointment of design, DPR and construction monitoring consultant for landfill site closure and other SWM related works (components under SF3 G1)	2 months	1%
6	Approval of RFP for appointment of design, DPR and construction monitoring consultant for installation of grid connected solar panels (Components under SF3 G3);	2 months	1%
7	Approval of RFP for appointment of design, DPR and construction monitoring consultant for LED street lights (Components under SF3 G3);	2 months	1%
8	Approval of RFP for appointment of design, DPR and construction monitoring consultant for sewerage network augmentation, lake interlinking and ground water recharge measures; (Components under SF1 G2. SF3 G2 and SF3 G4)	2 months	2%
9	Approval of RFP for appointment of design, DPR and construction monitoring consultant for network of complete	2 months	2%

	streets; (Components under SF1 G2.)		
10	Approval of RFP for Appointment of civil contractor for station area precinct improvement (Components under SF1-G1);	8 months	2%
11	Approval of RFP for appointment of civil contractor for water-front development (components under SF2 G1)	4 months	1%
12	Approval of RFP for appointment of civil contractor for landfill site closure and other SWM related works (components under SF3 G1)	4 months	1%
13	Approval of RFP for appointment of civil contractor for installation of grid connected solar panels (Components under SF3 G3)	4 months	1%
14	Approval of RFP for appointment of civil contractor for installation LED street lights (Components under SF3 G3)	6 months	1%
15	Approval of RFP for appointment of civil contractor for sewerage network augmentation, lake interlinking and ground water recharge measures; (Components under SF1 G2. SF3 G2 and SF3 G4)	4 months	2%
16	Approval of RFP for appointment of civil contractor for network of complete streets; (Components under SF1 G2)	9 months	2%

7.3.6 Deliverables linked payment schedule for module -2

Sr. No.	Deliverable	Timeline (From signing of the contract)	Payment schedule
1	Report on existing status of the TPS area and drafting of declaration of intent;	3 months	1%
2	Report on existing land use plan and cadastral mapping;	5 months	2%
3	Appointment of DPR consultant, civil contractor and project management consultant for infrastructure services;	5 months from declaration of intent	2%
4	Submission of Draft TP Scheme + Development Control Regulations to SKDCL and KDMC;	10 months from declaration of intent	2%
5	Submission of Draft TP Scheme plan to State Government;	12 months from declaration of	2%

		intent	
6	Submission of preliminary scheme;	18 months from declaration of intent	1%
7	Submission of final scheme;	28 months from declaration of intent	1%

7.3.7 Deliverables linked payment schedule for module -3

Sr. No.	Deliverable (contents to be detailed)	Timeline (From mobilization)	Payment schedule
1	Submission of Conceptual outline system plan for Pan city solution	4 months	4%
2	Approval of RFP for appointment of IT DPR consultant.	6 months	3%
3	Approval of RFP for appointment of Pan city systems integrator and implementation agency.	12 months	2%

8 Conditions of Contract and Contract Forms

Attached Separately