TENDER NOTICE

THANE SMART CITY LIMITED (TSCL)

Chief Executive Officer, Thane Smart City Limited (TSCL), Thane invites Request for Proposal (RFP) through e-tendering process from experienced and competent Consultants for Appointment of Principal Consultant for Area Based Development Projects as part of Implementation of Smart City Mission in Thane City.

The blank forms and the detailed information regarding Request for Proposal (RFP) will be available on the website <u>www.mahatenders.gov.in</u> from 03/04/2017 to 28/04/2017 up to 15.00 hours. A pre-bid meeting shall be held on 13/04/2017 at 11.00 hours in the office of the CEO, Thane Smart City Limited. Last date for submission of bids is 28/04/2017 up to 16.00 hours. E-tenders will be opened on 03/05/2017 at 16.00 hours, if possible.

Sr. No	Name of Work	Proposal Document Fee (Rs.)	EMD (Rs.)
1	Appointment of Principal Consultant for Area Based Development Projects as part of Implementation of Smart City Mission in Thane City.	20,000/-	20,00,000/-

Rights to reject any or all tenders without assigning any reasons thereof are reserved by Chief Executive Officer, Thane Smart City Limited and whose decision will be final and legally binding on all the Consultants.

Sd/-Sunil Chavan IAS Chief Executive Officer Thane Smart City Limited Thane THANE SMART CITY LIMITED (TSCL)

REQUEST FOR PROPOSAL

APPOINTMENT OF PRINCIPAL CONSULTANT FOR AREA BASED DEVELOPMENT PROJECTS AS PART OF IMPLEMENTATION OF SMART CITY MISSION IN THANE CITY

April 2017

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DISCLAIMER

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

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

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

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

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

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

The issue of this RfP does not imply that the Authority/Client is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority/Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultant and the Authority/Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Section 1. Letter of Invitation

APPOINTMENT OF PRINCIPAL CONSULTANT FOR AREA BASED DEVELOPMENT PROJECTS AS PART OF IMPLEMENTATION OF SMART CITY MISSION IN THANE CITY

Dear Mr. /Ms.:

- 1. Thane Smart City Limited (hereinafter called "Client"), is implementing the Smart City Proposal of Thane City, under the guidelines of Smart City Mission, Government of India.
- 2. The Client invites proposals for appointment of principal consultant to provide Services listed out in section 7 (Terms of Reference), towards implementation of smart city projects in Thane City under the Smart City Mission.
- 3. A firm will be selected under Quality Cost Based Selection (QCBS) and in a Proposal format as described in this RFP.
- 4. It is not permissible to transfer this invitation to any other firm.
- 5. The RFP includes the following documents:

Section 1 - Letter of Invitation Section 2 - Instructions to Consultants and Data Sheet Section 3 – Criteria for evaluation Section 4 – Fraud and corrupt practice Section 5 - Technical Proposal - Standard Forms Section 6 - Financial Proposal - Standard Forms Section 7 - Terms of Reference Section 8 – Tentative List of Projects under Area Based Development

- 6. The Proposal will be rejected in case the Consultant has submitted a conditional Proposal and/or the specifications of the terms to be supplied are not complied with RFP.
- 7. Selection of the Consultant shall be through the Selection Process specified in this RFP. Consultants 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.
- 8. Details on the proposal's submission date, time and address are provided in Section 2.

Yours sincerely,

Sd/-

Chief Executive Officer Thane Smart City Limited, Thane

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (c) "CEO" means the Chief Executive Officer of the Thane Smart City Limited.
- (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) "Consultant" means the consultant which is a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) "Day" means a calendar day.
- (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) "Government" means the government of the Client's country.
- (k)"GOM" means the Government of Maharashtra
- (I) "GoI" means the Government of India.
- (m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (n) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

- (o) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client.
- (p) "MoUD" means Ministry of Urban Development
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "TSCL" means Thane Smart City Limited
- (v) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) "TOR" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Proposal, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the Selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-Proposal meeting if one is specified in the Data Sheet. Attending any such pre-Proposal meeting is optional and is at the Consultants' expense. If any such pre-Proposal meeting is organized, a maximum of two personnel can attend the meeting on behalf of each Consultant.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

3.2 The Consultant 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 Consultant or the termination of its Contract.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting	(i)	Conflict between consulting activities and procurement
activities		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.
b. Conflicting	(ii)	Conflict among consulting assignments: a Consultant
assignments		(including its Experts and Sub-consultants) or any of its
-		Affiliates shall not be hired for any assignment that, by
		its nature, may be in conflict with another assignment of
		the Consultant for the same or for another Client.
c. Conflicting	(iii)	Relationship with the Client's staff: a Consultant
relationships		(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.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited.

6. Eligibility

6.1 The Consultant should have turnover of at least Rs. 30 Cr. in each of the preceding three financial years. The Consultants shall submit audited financial statements for each of the preceding three financial years to support the eligibility claim. In addition, the Consultant should meet the eligibility requirement specified in the Data Sheet. Proposals without appropriate financial statements and not meeting the eligibility criteria shall be disqualified.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its experts, subconsultants and/or their employees meet the eligibility requirements as specified in the Data Sheet.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

6.3.1 A consulting firm sanctioned by the client in accordance with the above Clause 5.1 or 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. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

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

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet.**

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet.**

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 6).

11. Only One Proposal

11.1 The Consulting firm and sub-consultants shall submit only one Proposal. If a Consultant, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

a. Extension of Validity Period 12.3 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

 b. Substitution of Key Experts at
 Validity Extension
 12.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

> 12.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior client's no objection.

c. Sub-Contracting 12.8 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. 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 shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month). This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

15. Proposal Format and Content

15.1 The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 5 and 6 of the RFP.

15.3 Consultant shall not propose alternative Key Personnel. 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.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Personnel and Non-Key Personnel, (b) reimbursable expenses indicated in the Data Sheet.

- b. Taxes
 16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of this Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.
- c. Currency of
 Proposal
 16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of16.4Payment under the Contract shall be made in the currencyPaymentor currencies in which the payment is requested in the Proposal.

17. Earnest money Deposit

17.1 An EMD amount as indicated in the Data Sheet, must be paid while uploading the Proposal through the mahatenders website via RTGS/NEFT.

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

17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.

17.4 The EMD of the unsuccessful Consultants would be returned back within one month of signing of the contract.

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

18. The EMD shall be forfeited by the Client in the events

18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

18.2 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.

18.3 If the consultant tries to influence the evaluation process.

18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

19. Proposal document Fees

19.1 All consultants are required to pay amount as indicated in the **Data Sheet** towards the cost of Proposal documents and Proposal Processing Fees as follows:

- a. Proposal Documents and Proposal Processing fee shall be paid online and receipt of the same shall be submitted along with qualification document.
- b. The Proposal Documents fee and Proposal Processing Fee is Non-Refundable.

19.2 Please note that the Proposal, which does not include the Proposal Document Fee would be rejected as non-responsive.

C. Submission, Opening and Evaluation

20. Submission, Sealing, and Marking of Proposals

20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The Proposals shall be submitted online before the date and time specified in the data sheet. Failure to do so shall result in disqualification of the Proposals.

20.2 An authorized representative of the Consultant 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.

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

21. Confidentiality

21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

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

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

22. Performance Security

22.1 The Consultant, by submitting its Application 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:

- a. if a Consultant engages in any of the Prohibited Practices specified in Clause 5 of this RFP;
- b. if the Consultant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and

22.2 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 22, which may be forfeited and appropriated in accordance with the provisions hereof.

23. Opening of Technical Proposals

23.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.

23.2 At the opening of the Qualification Documents Proposals the following shall be read out:

- 23.3 the name and the country of the Consultant
- 23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;
- 23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and
- 23.6 any other information deemed appropriate or as indicated in the Data Sheet.

24. Proposals Evaluation

24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.

25. Evaluation of Qualification Documents and Technical Proposals

25.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Consultants 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 Data Sheet.

26. Opening of Financial Proposals (for QCBS, methods)

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

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

D. Correction of Errors

27. Correction of Errors

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

27.2 If a Time-Based contract linked with performance form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (subtotal) 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 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 cost.

28. Taxes

28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.

29. Conversion to Single Currency

29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

30. Combined Quality and Cost Evaluation

30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

E. Negotiations and Award

31. Negotiations

31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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

32. Availability of Key Personnel

32.1 The invited Consultant 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 12 of the ITC.

33. Technical negotiations

33.1 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.

a. Financial negotiations

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

33.3 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.

34. Conclusion of Negotiations

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

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

35. Award of Contract

35.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Consultants or upload the detail on the website.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

E. Data Sheet

	A. General
ITC Clause Reference	
1 (b)	Laws and other instruments having the force of Law in India shall be Applicable.
	Name of the Client: Thane Smart City Limited
2.1	Method of selection: Quality and Cost Based Selection (QCBS)
2.2	The name of the assignment: "Principal Consultant for implementation of smart city projects for Thane City"
2.3	A pre-Proposal meeting will be held: Yes Date of pre-Proposal meeting: 13/04/2017 Time: 11.00 am Address: Office of CEO, TSCL, Thane Municipal Corporation, Thane Contact Person: Mr. Anil Patil, Additional City Engineer, Thane Municipal Corporation Contact email: thanesmartcitylimited@gmail.com Phone number: 022-2533 1510 / 2533 1211; extension – 116 The consultants shall submit their queries and confirm presence during the pre- proposal meeting on the above official email id of TSCL. Last date for submission of clarifications shall be: 13/04/2017 by 11.00 am No clarifications/queries will be entertained after the completion of the pre-bid meeting.
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: the smart city proposal of Thane city can be downloaded from:
	http://www.smartcities.gov.in/Round2SCPs.aspx
	B. Preparation of Proposals
	This RFP has been issued in the English language. Proposals shall be submitted in English. All correspondence exchange shall be in English language.
9.1	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.		
	The Proposal shall comprise the following:		
	1. Technical proposal (Envelope 1)		
	(a) Power of Attorney to sign the Proposal		
	(b) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted.		
	(c) Tech form 1 - Technical proposal submission form		
	(d) Tech form 2 - Financial Qualification Forms		
	(e) Tech form 3 - Consultants Organization		
	(f) Tech form 4 - Consultants Experience		
	(g) Tech form 5 - Comments and Suggestions on TOR		
10.1	(h) Tech form 6 - Description of approach, methodology and work plan		
	(i) Tech form 7 – Work schedule and planning for deliverables		
	(j) Tech form 8 – Team composition, Key personnel inputs and Curriculum Vitae		
	(k) Tech form 9 - Statement of Legal capacity		
	AND		
	2. Financial Proposal (Envelope 2)		
	(a) Fin Form 1 - Financial proposal submission form		
	(b) Fin Form 2 - Financial proposal		
10.2	Statement of Undertaking is required: Yes		
11.1	Joint venture (JV) and consortiums are not allowed.		
12.1	Proposals must remain valid for 90 calendar days from the proposal submission deadline.		
13.1	Last date for submission of clarifications shall be:		
15.2	Consultant is required to submit a Full Technical Proposal		
16.1	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes		

	The Client will		
	 Reimburse the Consultant for indirect local taxes (including service tax) and duties as per provisions of SCC – Yes 		
	 Reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No 		
16.3	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in Indian Rupee (INR) only.		
	C. Submission, Opening and Evaluation		
17.1	Payment towards an EMD of INR. 20,00,000/- (Indian Rupees Twenty Lakhs) shall be made via RTGS/NEFT as provided for on the mahatenders website.		
19.1	Proposal Documents fee shall be INR. 20,000/- (Rupees twenty thousand only) and shall be paid online via the mahatenders website.		
20	 The Proposals must be submitted no later than: Date: 28/04/2017 Time: 16.00 hours The Consultant must submit the following: Online submission (a) Scanned copy of original Qualification Documents and Technical proposal, Power of Authority, Proposal documents and Proposal Processing Fees in pdf format (b) Financial Proposal Note to the Consultants for e tendering: a. In participation in e-tendering of Authority, it is mandatory for prospective Consultants to get registered on website www.mahatender.gov.in Thus, it is advised to all prospective Consultants to get registration fees. b. It is mandatory that the Consultants 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. c. For further information regarding issue of Digital Signature Certificate, the Consultants 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. Authority shall not be responsible for any delay in issue of Digital Signature Certificate. 		

	 d. If Consultant is bidding first time for e-tendering, then it is obligatory of the part of Consultant to fulfill all formalities such as registration obtaining Digital Signature Certificate etc. well in advance. e. Consultant must positively complete online e-tendering procedure www.mahatender.gov.in f. For any type of clarifications Consultants can vis www.mahatender.gov.in or contact the mahatenders help desk contanto. 0120-4200462 / 0120-4001002 / 8826246593 g. An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the for of a written power of attorney accompanying the Proposal or in an 		
	 b) a written power of attorney accompanying the Proposal of In any other form demonstrating that the representative has been dully authorized to sign. h. The Technical and financial Proposal shall be submitted online only and shall be signed digitally. They shall not contain any interlineations or overwriting. 		
23.2	The opening shall take place at: Office of CEO, TSCL, Thane Municipal Corporation office, ThaneDate: Same as the submission deadline indicated in Clause 20.		
25	Criteria for Evaluation of proposal is provided in Section 3 of this RFP. For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country.		
	If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.		
	Qualification documents:		
25.1	1. Registration: The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant must have a valid service tax registration in India. The Consultant shall be		

	required to submit a true copy of its Incorporation Certificate along with the Proposal.		
	a. Consultant must have a valid service tax registration in India.		
	2. Financial Eligibility :		
	 Minimum Average Annual Turnover from Consultancy Services: Indian Rupees (INR) 30 (Thirty) Cr. in each of the last three consecutive financial years i.e. 2013-14, 2014-15 and 2015-16. 		
	3. Technical Eligibility:		
	a. The consultant shall have been empanelled by Ministry or Urban Development as a lead member for preparation of Smart City Proposal.		
	4. Minimum technical score required – 60 marks.		
	Expected date and address for contract negotiations: Date: As intimated to the Consultant by the Client. Address: Office of CEO, TSCL, Thane Municipal Corporation office, Thane		
30	The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees.		
	QCBS:		
	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 x FM/F		
31	(F = amount of Financial Proposal)		
-	Combined and Final Evaluation: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:		
	S = ST x Tw + SF x Fw		
	Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.9 and 0.1 respectively.		
36.2	Expected date for the commencement of the Services: One month from signing of the contract at TSCL office, Thane		

Section 3. Criteria for Evaluation

Evaluation of Technical proposal (QCBS)

- 1. In the first stage, the Technical Proposal will be evaluated on the basis of Consultant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel.
- 2. Only those Consultants whose 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	
1	 Experience of operating a project implementation unit/ project management unit on-site at urban local body for more than two years. (The scope of work should include on-site work for reform implementation, and project appraisal or PPPs in cities with population more than 1 million in Census 2011): Experience of providing PIU/PMU support to 1 city – 2 marks Experience of providing PIU/PMU support to 2 or 3 cities – 5 marks Experience of providing PIU/PMU support to more than 3 cities – 10 marks 	
2	 Experience of working on Station area development project to improve access for pedestrians and vehicles Understanding of Slum Rehabilitation Schemes and Housing Redevelopment projects in Mumbai Metropolitan Region Experience of working and submitting an impact assessment report of FSI increase or cluster redevelopment projects Experience of development of stations on PPP model by providing land real estate development for the developer 	10 marks
3	 Experience of preparing and submitting successful Smart City Proposals as a lead consultant*, for shortlisted cities population at the conclusion of Round 1 or Round 2 under Smart City Mission of MoUD: Experience of preparing Smart City Proposal for 1 to 2 cities – 3 marks Experience of preparing Smart City Proposal for 3 to 4 cities- 5 marks Experience of preparing Smart City Proposal for 5 or more cities – 10 marks *Experience should be that of Lead Consultant only. Experience in the capacity of sub-consultants or non-lead members of JVs / consortiums shall not be considered. 	10 marks

	Off-site Expert team			
	4.	Assistant Planner : Master degree in urban/ infrastructure planning with experience of minimum 3 years in urban development projects. (Deployment – 60 months)	4	
	3.	Assistant Project Engineer: Graduate in civil engineering with minimum 5 years of experience in Project management of infrastructure projects. (Deployment – 60 months)	4	
6	2.	Urban Planner : Master degree in urban/ infrastructure planning with experience of minimum 7 years in urban development projects. (Deployment – 60 months)	4	40 marks
	1.	Project Manager / Team leader: Graduate in Civil engineer or higher. At least 10 years of experience in project management of infrastructure projects. (Deployment – 60 months)	8	
	No.	Eligibility On site team	Marks	
		pility, Experience and Qualifications of key personnel as p er requirements: Educational qualification and expertise / Conditions of		
5	 Approach, methodology and work plan to execute the assignment Understanding of Thane city as a whole, its vision, its urban infrastructure needs and the Thane Smart City Proposal – 10 marks Logical flow, practicality and potential for implementation of the proposed approach and methodology in Thane's context – 10 marks Practicality of Work Plan – 5 marks 			
4	Expe sugg data an u •	5 marks		

9. Total	Municipal engineer: Graduate engineer with an experience of minimum 15 years in implementing municipal infrastructure.(Deployment – 24 months)	4	
8.	Urban transport expert/ Transport engineer : Bachelor degree in transportation engineering or master degree in transport planning with more than 10 years of working experience on transportation projects. (Deployment – 24 months)	4	
7.	Urban Planning and Design expert: Masters in planning with experience of minimum 12 years in urban planning and design related assignments. (Deployment – 24 months)	4	
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 months)	4	
5.	IT Expert: Demonstrated experience of at least 10 years in developing / implementing IT systems. (Deployment – 24 months)	4	

- 3. The Consultant 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 the Conditions of Eligibility. 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)

Evaluation of financial proposal

4. 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 Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. 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 x FM/F (F = amount of Financial Proposal)

Combined and Final Evaluation

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

S = ST x Tw + SF x Fw

Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.9 and 0.1 respectively.

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

Section 4. Fraud and corrupt practice

4.1 The Consultant 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 Consultant, if it determines that the Consultant 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 Consultant's Proposal.

4.2 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 Consultant or 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 after the issue of the LOA or the execution of the Agreement, such Consultant or Consultants 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 Consultant or Consultants, 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, fraudulent practice, fraudulent practice, fraudulent to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, fraudulent practice, fraudulent practice, fraudulent to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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 Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Section 5. Technical Proposal – Standard Forms

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

FORM	DESCRIPTION	
TECH-1	Technical Proposal Submission Form.	
Power of Attorney	No pre-set format/form.	
TECH-2	Financial Qualification of the Consultant	
TECH-3	Consultant's organization and experience	
	A. Consultant's Organization	
	B. Consultant's Experience	
TECH-4	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
	A. On the Terms of Reference	
	B. On the Counterpart Staff and Facilities	
TECH-5	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-6	Work Schedule and Planning for Deliverables	
TECH-7	Team Composition, Key Personnel Inputs, and attached Curriculum Vitae (CV)	

Checklist of Required technical Proposal Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services as *Principal Consultant for area based development projects as part of implementation of Smart City Mission in Thane city* in accordance with your Request for Proposals dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal in accordance with the RFP.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with Section 2 and Section 4.
- (d) We meet the eligibility requirements as stated in the RFP, and we confirm our understanding of our obligation to abide by the client's policy in regard to corrupt and fraudulent practices as per Section 4.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 36.2 of the Data Sheet.

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

We remain,

Yours sincerely,

 Authorized Signature {In full and initials}:

 Name and Title of Signatory:

 Name of Consultant (company's name):

 In the capacity of:

 Address:

Contact information (phone and e-mail):

FORM TECH-2 Financial Qualification of the Consultant

S. No.	Financial Year	Annual Turnover (Rs. Cr.)
1	Financial Year 2013-14	
2	Financial Year 2014-15	
3	Financial Year 2015-16	

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

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

FORM TECH-3

CONSULTANT'S ORGANIZATION

Form TECH-3: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A. Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

Consultant's Experience

Consultants shall submit a summary of their experience in accordance with the qualification requirements and technical evaluation criteria.

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

The Consultant shall detail their experience in the below template and should substantiate the claimed experience by presenting copies of relevant documents and references.

Assignment Name:		Country:		
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):		
Name of client:		No. of Staff:		
		No. of Staff-Months; duration of assignment:		
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.):		
Name of Associated Consu	Iltants, if any:	No. of Months of Key professional staff, provided by Associated Consultants:		
Name of Senior Staff (Proj performed:	ect Director/Coordi	inator, Team Leader) involved and functions		
Narrative Description of P	roject:			
Description of Actual Serv	ices Provided by Yo	ur Staff:		

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

Form TECH-4: comments and suggestions on the Terms of Reference that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

FORM TECH-5: 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}
 - 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 TORs in here.}
 - b) *Work Plan.* {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

WORK SCHEDULE AND PLANNING FOR DELIVERABLES (MODULE WISE)

N°	N° Activities and Deliverables ¹ (D)	Months										
		1	2	3	4	5	6	7	8	9	 60	TOTAL
D-1	Inception report											
D-2	{e.g., Deliverable #2:}											
n												

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

2 Duration of activities shall be indicated in the form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

4. Same format has to be adopted for different modules

FORM TECH-8 TEAM COMPOSITION, KEY PERSONNEL INPUTS, AND CURRICULUM VITAE (CV)

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:

Section 7. Terms of Reference

Implementation of smart city projects for Thane city

7.1 Context

Thane Smart City Limited (TSCL) has been incorporated on 18th October 2016 to implement the projects / interventions under the smart city proposal of Thane 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 Thane city for implementation under round two of the smart city mission.

In line with the Central Government's guidelines, the smart city proposal (can be downloaded http://www.smartcities.gov.in/Round2SCPs.aspx) includes an 'area from: based development' and 'pan city solution'. As far as ABD is concerned, a TOD approach has been adopted for Thane's development. Thane city is a successful example of TOD, having grown around four stations (Thane, Diva, Mumbra and Kalwa) of Mumbai suburban railway. However, the unbridled growth of population around the stations has adversely impacted mobility, housing, public spaces and the delivery of basic services - turning yesteryear's success into today's constraint. Thane of tomorrow needs to rejuvenate these city centers by improving mobility around the stations and the quality of life of residents in their respective catchment areas, while playing its part in environmental upgradation. The Thane City Center i.e. area around Thane railway station (busiest in the region with 6.5 lakh+ commuters) has been chosen as a pilot in this direction in accordance with the strategic blueprint. Based on the learnings from this pilot, the initiative will be replicated at areas around the three other stations to achieve a city-wide transformation. The initiative draws from the city goals and involves the following:

- 1. Improving mobility by de-congesting city-centers
- 2. Inclusive housing by redeveloping unsafe housing
- 3. Enhancing the natural habitat through waterfront development
- 4. Energy savings through efficiency and renewable power generation
- 5. Improving infrastructure for water and sanitation

Pan City Solution: In line with TMC's vision of making service delivery and governance a seamless process, the pan city solution namely 'Digital Thane Initiative' (DTI) is envisaged as a multi-pronged intervention that leverages technology to deliver a significant city-wide

impact. The DTI emerges from the goal to achieve responsive and accountable governance in Thane.

Against this backdrop, Thane Smart City Limited (TSCL) seeks to appoint a principal consultant for the purpose of assisting TSCL in planning, management and monitoring of area based development projects forming a part of the SCP. Additionally, it is also envisaged that the Principal Consultant will assist TSCL in planning, coordinating and implementing the institutionalisation of service level benchmarking framework for water supply, sewerage, solid waste management and storm water drainage services as a pan city solution.

The principal consultant shall deploy a full time project team in the office premises of TSCL. This team shall report to the Chief Executive Officer of TSCL. TSCL shall provide office premises, infrastructure and facilities for functioning of the team.

7.2 Scope of Work

The scope of work for the principal consultant is to be implemented across a duration of five years and is structured across three interlinked modules:

- Module 1: Technical assistance for Preparation of the Project Development Schedule and Business Plan for the SPV
- Module 2: Technical assistance to SPV and TMC towards planning, co-ordination, management and monitoring of implementation of the area based projects in the smart city proposal;
- Module 3: Technical assistance to SPV and TMC towards planning, coordination, management, monitoring and implementing the institutionalisation of service level benchmarks for water supply, sewerage, solid waste management and storm water drainage as a pan city solution.

The principal consultant shall set up and deploy a project management unit in Thane Municipal Corporation or the premise of the SPV. This team shall report to the CEO of the SPV.

Detailed scope, deliverables and timelines across each of the three modules are as detailed below

Module 1: Technical assistance for Preparation of the Project Development Schedule and Business Plan for the SPV

Under module 1, the principal consultant shall undertake the following tasks:

- a. Project Development Schedule and Business Plan for TSCL
 - i. Review and updation of concept plan for ABD Projects
 - ii. Packaging of interventions identified for area-based development into suitable projects for further implementation;
 - iii. Developing a project implementation schedule for ABD;
 - iv. Assistance to TSCL in Preparation of Business Plan for the SPV

v. Develop a staffing strategy for the SPV in line with OMs issued by Ministry of Urban Development, Government of India

Module 2: Technical assistance to SPV and TMC towards planning, co-ordination, management and monitoring of implementation of the area based projects in the smart city proposal

Under module 2, the principal consultant shall assist TMC in planning, scheduling, coordination, management and monitoring of implementation of the area based projects as proposed in TMC's Smart City Proposal. The projects identified under the Area Based Development (ABD) require diverse skill sets and cross-sectoral expertise to implement. Importantly, implementation of these projects need to be undertaken in an integrated and coordinated manner with an objective of bringing about the collective benefit in the area and the services forming a part of the proposal. The principal consultant shall provide technical assistance to TMC and the appointed SPV in project management, coordination with various sectoral experts, appointment of civil works contractors, progress monitoring, coordinating with various regulatory agencies towards implementation and reporting to facilitate timely implementation of smart city proposals. The assistance under this module would include all the retrofitting sub-components of the ABD proposed in the Smart City Proposal. The detailed scope of assistance under this module is as under:

- b. Smart city proposal implementation support towards planning, project management and monitoring
 - i. Set-up and staff a project management unit for overall project planning, monitoring and coordination;
 - ii. 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;
 - iii. Prepare weekly / monthly / annual MIS towards physical and financial progress updates for prompt decision making by TMC / SPV and advise TMC and SPV of measures that need to be taken for timely implementation of the project;
 - iv. Act as the primary interface, on behalf of TMC and SPV, for coordination between civil contractors, technical consultants, government stakeholder agencies and other technical experts;
 - v. Assist TMC / SPV in preparation of technical / design specifications for procurement of equipment / machinery and scope of works for appointment of technical experts for ABD projects;
 - vi. Assisting TMC / SPV towards preparation of RFPs / contracts and other procurement related documents towards appointment of individual

technical experts, independent monitoring agencies, technical consultants, civil contractors and other agencies necessary for implementation of the ABD projects in the SCP;

- vii. Assist TMC / SPV in conduct of the procurement process, evaluation of tenders, bid evaluation reports, contract negotiations and other processes towards appointment of technical experts, design consultants and civil contractors;
- viii. Assisting TMC / SPV in responding to RTI and audit compliance related to the implementation of the smart city ABD projects.
- c. Preparation of a local economic development plan and ease of doing business strategy
- d. Assisting the SPV in engaging with MSEDCL, Central Railways, MMRDA, RTO, Traffic Police, Thane Police Commissionerate, etc. towards smooth implementation of the ABD projects.
- e. Assist TMC / SPV towards project development and bid process management for various projects identified for subsequent phase-wise area based development across Thane city.

Module 3: Technical assistance to SPV and TMC towards planning, co-ordination, management, monitoring and implementing the institutionalisation of service level benchmarks for water supply, sewerage, solid waste management and storm water drainage as a pan city solution

Despite Thane Municipal Corporation having made several strides in the domain of egovernance such as implementation of ERP, etc., it has been observed that the corporation is using various technologies/systems like billing application for property tax, fragmented redressal database, etc. Data regarding service levels in water, sewerage and solid waste management sectors exist in silos and the reliability of baselines are often hard to ascertain. Further, data retrieval in order to check and monitor these service levels across sectors still remains a time consuming and tedious activity.

Thus, the pan city solution seeks to establish a robust database management system for the service sectors which will ensure regular data entry and updation, automatic processing and reports generation on the service levels with highest reliability. The system would collate data from all these mentioned sources and provide for various online forms to fill in the data for the other activities which are not yet automated. Then the system shall calculate the service levels of the said sectors at a set frequency.

The solution seeks to address:

a) Instrumentation issues: This refers to the adequacy of instrumentations for the measurement of activities. This facilitates authenticated data generation at a set frequency and format. For example bulk flow meters, SCADA at the sewage and water

treatment plants, AMRs for the water connections, GPS for the solid waste collection vehicles etc.

- b) System issues: Computerization or automation of operations will lead to systematic data generation which are to be maintained by some applications for further use
- c) Process issues: This encompasses the methodology of data recording, information sharing, updation of data etc. ICT based solution ensures that the data generation and updation mechanisms are designed in such a manner that reliable flow of data to the MIS is maintained.

The principal consultant under this module shall assist TMC / SPV in preparation of the detailed system plan for development of the web-based integrated DBMS, followed by procurement and installation of required instrumentation / infrastructure, in appointment of software developer to develop the system and provide handholding support to the corporation for efficient rollout of the systems. Detailed tasks under each of these phases would be as under:

Phase-1: Preparation of detailed systems plan for the development of web-based integrated database management system

- 1. Existing process documentation: The objective of the stage is to understand the operations of the departments, methods of data generation and documenting activity wise data management system requirements. The tasks include
 - a. Mapping the institutional and administrative structures of the departments of water supply, sewerage, solid waste management and storm water drainage.
 - b. Documentation of the operations, data generation out of these operations, methods of data collections, intra and inter-departmental data flows, data maintenance processes in the respective departments
 - c. Document the responsibilities of the officials in the data management processes
 - d. Review the existing online and offline systems that are being utilized in the departments for data management
- 2. Issues identification and gap analysis: issues, gaps and overlaps are to be identified in this stage. The scope of work in this stage will include
 - a. Identify the gaps in instrumentation which cause irregular and unreliable data generation
 - b. Identify the issues in data collection mechanism
 - c. Identify the gaps in database maintenance, updation, and intra & interdepartmental data flow
 - d. Review the existing methodologies of calculating and reporting the service levels of water supply, sewerage, solid waste management and storm water drainage

- e. Specify the existing data reliability of reporting the service levels of the identified sectors
- 3. Preparation of detailed system plan: Based on the assessment of existing processed and issues identified, a concept plan would be prepared which would include the conceptual design of the system showcasing entire database management, from data generation to retrieval of data. The tasks include
 - a. Conduct consultations with the stakeholder departments to finalize the methods of data collection, recording, updation, and understand further analytical needs
 - b. Finalize data generation methodologies of all the activities undertaken by the respective departments ensuring the data authenticity
 - c. Suggest methods of service level calculation utilizing the existing systems and by introducing new frameworks
 - d. Elaborate on the processes to enhance the data reliability for the calculation and reporting of the service levels
 - e. Design a system setting the milestone and/or frequency of data generation, updation and spatial unit of data generation
 - f. Prepare institutional framework for the departments assigning responsibilities of data generation, storage, maintenance, updation, and monitoring
 - g. Formulate the process of information dissemination and reports generation on the service levels of water supply, sewerage, solid waste management and storm water drainage at set frequency
 - h. Suggest parallel improvements required in the existing online and offline systems to ensure smooth and authenticate dataflow in the data warehouse

Phase-2: Coordinating with the software developer to develop the entire system and providing handholding support to the corporation for efficient utilization

- 1. Coordination with the software developer during the development of the system and provide handholding support to TMC for successful migration to the new system
 - a. Preparing work plan for the development of mobile application and different modules of MIS
 - b. Assigning targets to the developer and ensure compliance of the execution with the RFP clauses
 - c. Facilitating the coordination between the corporation and the software developer as per requirements
 - d. Monitoring the progress of the development
 - e. Conducting workshops along with the software developer to sensitize the officials about the system and its utilization
 - f. Finalise new system design based on suggestions and feedback received from the corporation

- g. Conducting training workshops along with the software developer for the corporation officials on the usage of the system
- h. Monitoring the modifications required in the system after the 'user acceptance test'
- i. Providing support along with the software developer to resolve the operational issues faced by the officials after the go-live of the MIS.

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 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.

Monthly Payments

Sr. No.	Deliverable	Timeline (From the signing of the contract)	Payment schedule (% of the total fees)
1	On submission of Monthly Progress Reports	Monthly	=(50% of total fees / 60 months)

Deliverables linked payment schedule for modules 1 & 2

Sr. No.	Deliverables	Estimated Timeline (From the signing of the contract)	Payment schedule (% of the total financial proposal amount)
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1	Review and updation of SCP for ABD projects, packaging of projects for implementation and formulation of Project Development Schedule	6 weeks	1%
2	Revision and updation of concept plan for institutionalization of service level benchmarking framework	6 weeks	1%
3	Submission of business plan for SPV	8 weeks	3%
4.	Approval of RFP for appointment of design, DPR and construction monitoring consultant for projects identified as project development schedule	Timelines as per the approved project development schedule	For each identified project (15% of total fee / Total number of identified projects)
5.	Appointment of design, DPR and construction monitoring consultant for projects identified as project development schedule	Timelines as per the approved project development schedule	For each identified project (15% of total fee / Total number of identified projects)
6.	Local Economic Development Plan including ease of doing business	40 weeks	5%

Deliverables linked payment schedule for module -3

Sr. No.	Deliverable (contents to be detailed)	Timeline (From mobilization)	Payment schedule
1	Submission of process documentation reports for water supply, SWM, SWD and sewerage	3 months	2%
2	Approval of detailed systems plan for water supply and sanitation services	6 months	4%
3	Approval of RFP for appointment of IT systems integrator and implementation agency.	9 months	2%
4.	Appointment of software developer / IT systems integrator and implementation agency.	13 months	2%

Section 8. Tentative List of Projects¹ under ABD

- 1. New suburban station
- 2. Multi-modal facility at Thane Station East
- 3. Teen Haath Naka Junction Improvement
- 4. Underground Parking from Talao Pali to Dadoji Kondev Stadium
- 5. Mobility improvements at Thane Station East and West
- 6. Revitalisation of 3 lake precincts Masunda Lake, Kachrali Lake and Hariyali Lake
- 7. 1.5 km waterfront development along Kopri to Kalwa Bridge (including possible pedestrianisation of Old Kalwa Bridge)
- 8. LED street lighting
- 9. 2 MW solar roofing
- 10. Water supply network remodeling
- 11. Sewerage works
- 12. Drainage works
- 13. Decentralised SWM
- 14. Urban restrooms
- 15. Education hub

This list is indicative and maybe revised based on the updation of the concept plan.

¹ Subject to change based on revision of Smart City Proposal