

REQUEST FOR PROPOSAL

RFP No.: BSCL/36/2016

Date: 28/05/2016

Project Name: Implementation of Smart City projects under Smart City Mission in Bhubaneswar City.

Name of Assignment: Selection of Programme Management Consultant (PgMC) for Area Based Development Projects for Bhubaneswar Smart City Limited



Bhubaneswar Smart City Limited
C/o: Bhubaneswar Development Authority
Akash Sobha Building, Sachivalaya Marg,
Bhubaneswar-751001

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DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders 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 Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the 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 Bidder 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 Bidders 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 Client accepts no

responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder 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 Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The 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 Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder 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 Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be

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liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 1. Instructions to Bidders and Data Sheet

A. General Provisions

1. Definitions

- (a) “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Programme Support Staff, who may be engaged by the Consultant to provide the Services.
- (b) “Affiliate” means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (d) “Area Based Development Project” shall have the meaning ascribed to it in Clause 2.
- (e) “Bidder” means any person that submits a Proposal pursuant to this RFP.
- (f) “Category A Assignment” means an assignment which meets the criteria set out in Clause 27.
- (g) “Category B Assignment” means an assignment which meets the criteria set out in Clause 27.
- (h) “Category C Assignment” means an assignment which meets the criteria set out in Clause 27.
- (i) “CBUD” means Capacity Building for Urban Development.
- (j) “CEO” means the Chief Executive Officer of the Client.
- (k) “Clause” means a clause of the ITC.
- (l) “Client” means Bhubaneswar Smart City Limited (BSCL), the implementing agency that will sign the Contract for the Services with the

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selected Consultant.

- (m) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- (n) “Consultant” means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- (o) “Contract” means the legally binding written agreement to be executed between the Client and the selected Consultant. A draft of the Contract is set out in Section 7 and includes all the documents listed in clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (p) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.
- (q) “Data Sheet” means the data sheet set out in Part E of Section 1 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITC.
- (r) “Day” means a calendar day.
- (s) “Eligible Assignment” means either a Category A Assignment or a Category B Assignment or a Category C Assignment, which meets the criteria set out in Clause 27.
- (t) “Eligibility Criteria” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in Clauses 3, 4 and 5, which a Bidder is required to satisfy to be qualified as an eligible Bidder

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for award of the Contract.

- (u) “EMD” shall have the meaning ascribed to it in Clause 19.
- (v) “Expert Pool” means the team of Key Experts proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in paragraph 6.3.5 of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Expert Pool will not include any Programme Support Staff.
- (w) “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 18.
- (x) “GoO” means the Government of Odisha
- (y) “GoI” means the Government of India.
- (z) “Key Expert” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Expert Pool, who must have the minimum qualification and experience as specified in paragraph 6.3.5 of the Terms of Reference for the position that such individual is proposed to hold in the Expert Pool. As the experience, knowledge, skill and qualification of each Key Expert is critical to the performance of the Services, the curriculum vitae (CVs) of each Key Expert and Deputy Team Leader, submitted by a Bidder as a part of its Proposal, will be taken into account in the evaluation of the Technical Proposals.
- (aa) “ITC” mean the Instructions to Consultants set out in Section 1 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
- (bb) “MD” means Managing Director of the Client.
- (cc) “MoUD” means the Ministry of Urban Development, GoI.

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- (dd) “Module” means a component of the Area Based Development Project in relation to which the Consultant is required to provide the Services, as described in greater detail in the TOR.
- (ee) “Person” means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.
- (ff) “Personnel” means, collectively, Key Experts, Programme Support Team, and any other personnel proposed to be engaged by a Bidder, if selected as the Consultant, to provide the Services.
- (gg) “PgMC Office” shall have the meaning ascribed to it in the Terms of Reference.
- (hh) “Programme Support Staff” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Programme Support Team, who must have the minimum qualification and experience as specified in paragraph 6.3.5 of the Terms of Reference for the function that such individual is required to perform as a part of the Programme Support Team. The CV of each Programme Support Staff is required to be submitted by a Bidder as part of its Proposal, however, the CVs of the Programme Support Staff will not be considered in the evaluation of the Technical Proposals.
- (ii) “Programme Support Team” means the team of Programme Support Staff proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Programme Support Staff with the relevant qualification and experience, as specified in paragraph 6.3.5 of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Programme Support Team will not include any Key Expert.

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- (jj) “Performance Security” shall have the meaning ascribed to it in Clause 24.
- (kk) “Proposal” means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- (ll) “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- (mm) “Qualification Documents” means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 17.
- (nn) “Reimbursable Expenses” shall have the meaning ascribed to it in Clause 18 of the Data Sheet.
- (oo) “Resource Pool” means the pool of Additional Resources who may be engaged by the Consultant to provide the Services (i.e., in addition to the Expert Pool and the Programme Support Team) with prior approval of the client.
- (pp) “RFP” means this, request for proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- (qq) “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in greater detail in the TOR and the Smart City Proposals.
- (rr) “Smart City Proposals” means the stage 1 and stage 2 proposals submitted by GoO to MoUD for the selection of Bhubaneswar as a smart city under the first phase of the Smart Cities Mission launched by the MoUD, which are appended to the RFP at Schedule I.
- (ss) “Technical Proposal” means the technical proposal of the Bidder comprising the

documents set out in Clause 17.

- (tt) “TOR or Terms of Reference” means the terms of reference set out in Section 6 of the RFP that explain the objectives, scope of work, activities, tasks to be performed, respective role and responsibilities of the Client and the Consultant, and expected results and deliverables of the Area Based Development Project.

2. Introduction

- 2.1 The city of Bhubaneswar has been selected to be developed into a smart city under the first phase of the Smart Cities Mission launched by the MoUD. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Bhubaneswar in accordance with the Smart City Proposals. The Smart City Proposals include the area based proposal for a particular area which will be developed into a smart area, thereby improving livability of the whole city (the “**Area Based Development Project**”). The Client now intends to select a Consultant to design and assist the Client in implementing the Area Based Development Project, as described in greater detail in the TOR and the Smart Cities Proposals., in accordance with the method of selection specified in the Data Sheet. In providing the Services, the Consultant is required to comply with the provisions of the RFP and the Smart City Guidelines issued by the MoUD.
- 2.2 The Contract (appended to the RFP at Section 7), which will be signed between the Client and the Consultant is for a term of 4 years, which term may be extended on mutually acceptable terms and conditions.
- 2.3 The Client has adopted a single-stage bid process for selection of the Consultant. Bidders who are eligible in accordance with Clauses 3, 4 and 5 of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts: (a) Qualification Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Section 2 and 3.
- 2.4 The evaluation of the Proposals will be carried out

in three sub-stages:

- (a) The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
- (b) In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with the requirements of this RFP, including the TOR and the Smart City Proposals. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final sub-stage.
- (c) In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined weighted technical score and financial score, with 80% weightage being assigned to the Technical Proposal and 20% weightage to the Financial Proposal.
- (d) The first ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 31. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Bidder, declaring the first ranking Bidder to be the selected Consultant. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 24, fulfill any other conditions specified in the letter of award and execute the Contract with the Client.
- (e) The Bidders should familiarize themselves

with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense.

- (f) The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Consultant, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Consultant or the scope of the Services or the terms of the Contract.

Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

- (g) The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Data Sheet.
- (h) The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.
- (i) It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.

- 3. Conflict of Interest**
- 3.1 The Bidder 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 bidder 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 bidder or the termination of its Contract and/or sanctions by the Bank.
- 3.3 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be hired as the Consultant under the circumstances set forth below:

a. Conflicting activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a bidder 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 bidder 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 assignments

Conflict among consulting assignments: a bidder (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 bidder for the same or for another Client

c. Conflicting relationships

Relationship with the Client's staff: a bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) 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 Bank throughout the selection process and the execution of the Contract.

**4. Unfair
Competitive
Advantage**

Fairness and transparency in the selection process require that the bidder 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 together with this RFP all information that would in that respect give the bidder any unfair competitive advantage over competing Consultants.

**5. Corrupt and
Fraudulent
Practices**

5.1 The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5.

5.2 To this end, the Bidder shall permit and shall cause its agents and Personnel to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and in case of the Consultant, the performance of the Contract and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 A company incorporated under the Companies Act or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal.

6.2 If a company/firm does not meet the Eligibility Criteria individually, then such company/firm

shall not be entitled to form a consortium. If any company/firm forms a consortium with another company/firm to submit a Proposal, then the Proposal submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified.

6.3 Furthermore, it is the Bidder's responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements specified in the RFP.

7. Acknowledgement by Bidder

7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
- (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
- (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Area Based Development Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
- (v) agreed to be bound by the undertakings provided by it under and in terms of this

RFP and the Contract.

8. Rights of the Client

- 8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the Consultant;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
 - (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;
 - (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
 - (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Consultant, without any liability or any obligation for such acceptance, rejection or annulment and

without assigning any reasons whatsoever to any Bidder.

- 8.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:
- (i) invite the next ranked Bidder to negotiate the Contract with the; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.

B. Preparation of Proposals

9. General Considerations

In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

10. Cost of Preparation of Proposal

The Bidder 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 award of the Contract, without assigning any reason and without incurring any liability to the Bidder.

11. Language

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

12. Documents Comprising the

- (a) The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical

- Proposal** Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 17 and 18.
- (b) The Bidder 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 (Form FIN-1).
- 13. Only One Proposal** (a) The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. Further, a Bidder's proposed Key Experts and Programme Support Staff are also precluded from participating as Key Experts and Programme Support Staff in more than one Proposal.
- 14. Proposal Validity** (a) Each Proposal must remain valid for the period specified in the Data Sheet.
- (b) During the Proposal validity period (as specified in the Data Sheet), the Bidder shall maintain its original Proposal without any change, including in the proposed Expert Pool and the Financial Proposal.
- (c) If it is established that any Key Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected and may be subject to sanctions specified in Section 5 for corrupt and fraudulent practices.
- Extension of Validity Period** (d) The Client will make its best effort to complete the bid process and select the Consultant within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- (e) If the Bidder 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 continued availability of the Key Experts.

(f) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.

(g) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.

Expert Pool and Substitution of Key Experts (Expert Pool, and Deputy Team Leader)at Validity Extension

(h) The Consultant must have the requisite skill and experience to undertake the range of tasks specified in the TOR and the Contract. For this purpose, the Consultant shall constitute an Expert Pool which will comprise such number of Key Experts with the minimum qualification and experience, as specified in paragraph 6.3.5 of the Terms of Reference. The composition of the Expert Pool, as stated in a Bidder's Technical Proposal, cannot be altered during the validity of the Proposal, except in accordance with the provisions of the RFP.

(i) If the validity of the Proposal is extended and if any of the Key Experts become unavailable for the extended validity period, the Bidder shall provide a written justification and evidence satisfactory to the Client together with a substitution request. In such case, the replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. If a Key Expert is replaced by the Bidder prior to the evaluation of its Technical Proposal, the technical evaluation and score will be based on the credentials of the new/replacement Key Expert.

(j) If the Bidder fails to provide a replacement Key

Expert with equal or better qualifications or if the reasons provided for the replacement of a Key Expert are unacceptable to the Client, such Proposal will be rejected by the Client.

Sub-Contracting
15. Clarification and Amendment of the RFP

- (k) The replacement of any Key Expert during the term of the Contract is permitted only in accordance with the Data Sheet.
- (l) The Consultant **shall not sub-contract** any part or whole of the Services.
- (a) The Bidder may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted in writing or by fax or email. The envelope or communication must clearly bear the following subject line – "Selection of Programme Management Consultant for Area Based Development Project for Bhubaneswar Smart City Limited: Queries or Request for Additional Information" and sent to the address/number/e-mail address indicated in the Data Sheet.

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. 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:

- (a) At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
- (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.
- (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

- (b) The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.

16. Preparation of Proposals – Specific Considerations

While preparing the Proposal, the Bidder must give particular attention to the estimated Key Experts' time input (expressed in man-month) as set out in paragraph 6.3.5 of the Terms of Reference. This estimate is indicative and the Proposal shall be based on the Bidder's own estimates of the time to be spent on providing the Services.

17. Qualification Documents, Technical Proposal Format and Content

- (a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.

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- (b) The Qualification Documents submitted by a Bidder shall comprise the following:
- (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
 - (ii) Details of the Bidder in form set out at Appendix 2;
 - (iii) The bid document processing fee in the form of a demand draft drawn in favour of the Client;
 - (iv) The EMD: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3;
 - (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
 - (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
 - (vii) Certificate from statutory auditor regarding the annual turnover of the Bidder in the format set out in Appendix 6;
 - (viii) Technical qualification of the Bidder in the format set out in Appendix 7 along with supporting certificates from clients;
 - (ix) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 8;
 - (x) Copy of service tax registration in India; and
 - (xi) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable

laws.

- (c) The Technical Proposal submitted by a Bidder shall comprise the following:
 - (i) Comments and suggestions on the TOR and facilities to be provided by the Consultant in the format set out in Form TECH-1;
 - (ii) Description of approach, methodology, and work plan in the format set out in Form TECH-2;
 - (iii) Work schedule for Deliverables in the format set out in Form TECH-3;
 - (iv) Team composition and Key Experts' inputs and curriculum vitae of Expert Pool and Programme Support Team in the format set out in Form TECH-4; and
 - (v) If applicable, undertaking from the Key Experts in the format set out in Form TECH-5.
 - (vi) The Technical Presentation in MS PowerPoint format written on a CD/DVD and marked & sealed in a cover. (The bidder has to run the presentation from the same CD during Technical Presentation).

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

18. Financial Proposal

- (a) The Financial Proposal submitted by the Bidder shall comprise the following:
 - (a) Financial Proposal Submission Form in the format set out in Form FIN-1;
 - (b) Summary of costs in the format set out in Form FIN-2; and
 - (c) Breakdown of remuneration in the

format set out in Form FIN-3.

Reimbursable Expenses as set out in the Data Sheet will be reimbursed to the Bidder on an actual basis on production of supporting documents and approval of such Reimbursable Expenses by the Client.

Price Adjustment

- (b) The remuneration for the Expert Pool and the Programme Support Team quoted by the Consultant in its Financial Proposal shall be adjusted as mentioned in the Data Sheet.

Taxes

- (c) The Consultant and its Personnel are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.

Currency of Proposal

- (d) The Bidder shall submit its Financial Proposal in Indian Rupees.

Currency of Payment

- (e) Payments under the Contract shall be made in Indian Rupees.

19. Earnest Money Deposit

- (a) An Earnest Money Deposit (**EMD**) amount as indicated in the Data Sheet in the form of a demand draft or irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Bhubaneswar must be submitted along with the Proposal.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.
- (d) No interest shall be payable by the Client for the sum deposited as EMD.
- (e) Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the Consultant. The EMD of the selected Bidder (i.e., the Consultant) will be returned upon the selected Bidder furnishing the Performance Security in accordance with

Clause 24.

20. Forfeiture of EMD

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5.
- (d) If a Bidder is declared the first ranking Bidder and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - (ii) fails to furnish the Performance Security in accordance with Clause 24 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.

21. Bid documents and Processing Fees

- (a) All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents processing fees as follows:
 - a. Bid document processing fee shall be paid

through demand draft drawn in favour of the Client.

- b. The bid document processing fee is non-refundable.

Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

C. Submission, Opening and Evaluation

22. Submission, Sealing, and Marking of Proposals

- (a) The Bidder shall submit a signed and complete Proposal comprising the documents specified in Clause 17 and Clause 18.
- (b) The Proposal shall be submitted in physical form (hard copy) and will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Data Sheet:

The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.

- (c) The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.

Section 1. Instructions to Bidders

- (d) The signed Proposal shall be marked “Original”, and its copies marked “Copy”¹ as appropriate. The number of copies required to be submitted is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- (e) The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:
- (a) The first envelope (Envelope A) will contain the Qualification Documents in original and such number of copies as specified in the Data Sheet and be marked as follows:
- “SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR AREA BASED
DEVELOPMENT PROJECT FOR
BHUBANESWAR SMART CITY LIMITED –
QUALIFICATION DOCUMENTS
DO NOT OPEN BEFORE [Insert Time Indicated
in the Data Sheet] ON [Proposal Due Date]”
- (b) The second envelope (Envelope B) will contain the Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:
- “SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR AREA BASED
DEVELOPMENT PROJECT FOR
BHUBANESWAR SMART CITY LIMITED –
TECHNICAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF QUALIFICATION
DOCUMENTS”
- (f) The third envelope (Envelope C) will contain the original Financial Proposal and be marked as follows:
- “SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR AREA BASED
DEVELOPMENT PROJECT FOR

¹Copy means photo copy (ies) of the original proposal.

BHUBANESWAR SMART CITY LIMITED –
FINANCIAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF TECHNICAL PROPOSAL”

- (g) The sealed envelopes containing the Qualification Documents, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR AREA BASED
DEVELOPMENT PROJECT FOR
BHUBANESWAR SMART CITY LIMITED –
PROPOSAL
DO NOT OPEN BEFORE [**Insert Time
Indicated in the Data Sheet**] ON [Proposal
Due Date”].

- (h) If the envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

23. Confidentiality

- (a) From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.
- (b) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.
- (c) Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Bidder wishes

to contact the Client on any matter related to the selection process, it should do so only in writing.

24. Performance Security

24.1 Upon selection, the Consultant shall furnish to the Client, a performance security of the amount specified in Clause 24.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Consultant under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.

24.2 The Performance Security shall be for an amount equal to **10% (Ten per cent)** of the total value of the Contract.

25. Opening and Evaluation of Proposals

(a) The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.

(b) The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

(c) The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Bidders whose authorized representatives choose to attend the bid opening event.

26. Responsiveness and Eligibility Tests

(a) First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the opening of the Qualification Documents, the following shall be read out:

- the name and the country of the Bidder;
- the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- any modifications to the Proposal submitted

prior to the Proposal Due Date.

- any other information deemed appropriate.

The Qualification Documents shall be considered responsive only if:

- (a) all documents specified in Clause 17 are received in the prescribed format;
 - (b) the Proposal is received by the Proposal Due Date;
 - (c) it is signed, sealed and marked as specified in Clause 22;
 - (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
 - (e) it does not contain any condition or qualification.
- (b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
 - (c) If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.
 - (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.

27. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or

omissions,

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected..

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be opened by the Client.

28. Public Opening of Financial Proposals (for QCBS methods)

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall notify those Bidders whose Technical Proposals were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Financial Proposals of technically unqualified Bidders will be returned unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.
- (b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the

overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:

- (i) not to be complete in all respects;
- (ii) not duly signed by the authorized signatory of the Bidder;
- (iii) not to be in the prescribed format; or
- (iv) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded. Each responsive Financial Proposal will be given a financial score on the basis of the formula specified in the Data Sheet.

29. Correction of Errors

- (a) 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 will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder in the time input in man-months for any Key Expert and/or the Programme Support Staff, the Technical Proposal shall prevail and the Client's evaluation

committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate per man month included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

30. Combined Quality and Cost Evaluation

- (a) The total score of an eligible and technically qualified Bidder will be calculated by weighting its technical score and financial score and adding them as per the formula set out in the Data Sheet. The Proposals of the eligible and technically qualified Bidders will then be ranked on the basis of their combined weighted technical and financial score. The Bidder achieving the highest combined weighted technical and financial score may be issued a letter of invitation by the Client to negotiate the Contract with the Client.

If 2 or more Bidders are ranked the highest bidders with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first. Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.

D. Negotiations and Award

31. Negotiations

- (a) The first/highest ranking bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's authorized representative. The negotiations will be for re-confirming the obligations of the Consultant under the Contract and the RFP and finalising the detailed work plan, deliverables, payment milestones and the proposed Expert Pool and Programme Support Team.
- (b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant's authorized

representative.

a. Availability of Key Experts The first/highest ranking Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14. Failure to confirm the Key Experts' availability may result in the rejection of the first/highest ranking Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

Notwithstanding the above, the substitution of Key Experts during the negotiations may be considered if such substitution is due solely to circumstances outside the reasonable control of and not foreseeable by the first/highest ranking Bidder, including but not limited to death or medical incapacity. In such case, the first/highest ranking Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert.

b. Technical negotiations The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, deployment of the Key Experts and the Programme Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the Consultant. 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.

c. Financial negotiations The negotiations may include discussions on the Consultant's tax liability in India and how it should be reflected in the Contract.

The total price stated in the Financial Proposal shall not be negotiated.

32. Conclusion of Negotiations (a) The negotiations will be concluded with a review of the draft Contract.

- (b) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

33. Award of Contract

- (a) After completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
 - (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
 - (ii) appointing it as the Consultant;
 - (iii) requesting it to submit the Performance Security in accordance with Clause 24;
 - (iv) requesting it to appoint the Key Experts forming part of its Expert Pool who are not employees of the Consultant but have consented to being engaged by the Consultant on a contract basis to perform the Services or a part thereof in accordance with the Contract;
 - (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Bidder shall sign and

Section 1. Instructions to Bidders

return a copy of the letter of award.

- (b) Upon execution of the Contract, the Client will publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Bidders of the conclusion of the selection process or upload the details of the selected Consultant on its website.
- (c) The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- (d) If the selected Bidder fails to satisfy the conditions specified in Clause 33.1 above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

E. Data Sheet

A. General

**ITC
Clause
Reference**

2.1 **Name of the Client:** Bhubaneswar Smart City Limited (BSCL)
Method of selection: Quality and Cost Based Selection 80:20 (Technical: Financial)

2.4 (b) **Minimum qualifying technical score: 60**

2.4 (c) **Please refer clause 30.1 of Data Sheet.**

2.4 (e) **A pre-bid meeting will be held:** Yes

Date of pre-bid meeting: 09th June 2016, Time: 11:00 A.M.

Address:

Conference Hall

Bhubaneswar Smart City Limited,

C/o Bhubaneswar Development Authority

Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha (India), Pin- 751001

Telephone: 0674-2392778 Fax: 0674-2396889

E-mail: bbsr.bscl@gmail.com

Contact person: Mr. Aurobinda Bose

2.4 (g) **The Bidder may download the Smart City Proposal for preparing of the bid proposal from the website:**

<http://smartcities.gov.in>

2.4 (h) **SCHEDULE OF BIDDING PROCESS**

The client shall endeavor to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Issue of Advertisement & Uploading of RFP	30 th May 2016
2	Last date of receiving Queries	08 th June 2016 by 5 PM
3	Pre-bid Meeting	09 th June 2016 at 11 AM
4	Reply to Pre-bid Queries	Within 7 days of Pre-bid meeting
5	Last Date of submission of Proposals	29 th June 2016 by 3 PM
6	Opening of Proposals (Qualification & Technical Proposals)	29 th June 2016 at 4 PM
7	Technical presentation & opening of financial proposals	To be intimated later
8	Validity of Proposal	90 days from the last date of submission of proposal (i.e. 27 th September 2016)

B. Preparation of Proposals

11 This RFP has been issued in the English language.

Proposals shall be submitted in English Language.

All correspondence exchange shall be in English Language.

No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any document is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

14 (a) **Proposals must remain valid for 90 (ninety) calendar days after the Proposal Due Date (i.e., until: 27th September 2016).**

²Approved/authorized/licensed translator means one who is certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, phone number and mail-id.

- 14 (k)**
- (a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert.
 - (b) During the 2nd year of the Contract, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.
 - (c) From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. .

15 Clarifications may be requested no later than 1 day prior to the pre-bid meeting date i.e. by 5 PM on 8th June 2016.

The contact information for requesting clarifications is:
CEO, Bhubaneswar Smart City Limited,
C/o Bhubaneswar Development Authority,
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar-751001
Facsimile: 0674-2396889 E-mail: bbsr.bscl@gmail.com

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before 7 days post the pre-bid meeting date.

18 Reimbursable Expenses:

Reimbursable Expenses means the expenses incurred by or that may be incurred by the Bidder under the various heads of expenditure listed in s. no. 2 of FIN-2, which shall in no event exceed the corresponding amounts set out therein.

- (a) For the purpose of evaluation of the Financial Proposal, it will be assumed that a Bidder will utilise the maximum amount of Reimbursable Expenses set out in Form FIN-2.
- (b) The consultant will be required to take prior approval for incurring Reimbursable Expenses. All amounts mentioned under the head of Reimbursable Expenses in Form FIN-2 will be reimbursed to the Consultant as per actuals on submission of proof of bills and approval thereof by the Client, subject to the maximum amount mentioned in Form FIN-2.

18 (b) A price adjustment provision applies to remuneration rates: **No.**

18 (c) Amount payable by the Client to the Consultant under the contract to be subject to local taxation: **Yes**

The Client will reimburse the Consultant the service tax payable by the Consultant for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Consultant.

19 (a) An EMD of INR 20,00,000 (Indian Rupees Twenty Lakhs) in the form of a demand draft or bank guarantee from any Nationalized bank in India and drawn in favour of the Bhubaneswar Smart City Limited and payable at Bhubaneswar, must be submitted along with the Proposal.

If the EMD is submitted through a bank guarantee, it must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be 150 (one hundred fifty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.

21 Bid documents processing fee of INR 10,000 (Indian Rupees Ten Thousand only) shall be paid through a demand draft in favour of the Bhubaneswar Smart City Limited and payable at Bhubaneswar.

C. Submission, Opening and Evaluation

22 The Consultant must submit the following number of copies of the Proposal:

- (a) **Qualification Documents** – 1 original and 3 copies
- (b) **Technical Proposal** – 1 original and 3 copies
- (c) **Financial Proposal** – Only the original Financial Proposal needs to be submitted as a part of the Proposal.

The Proposals must be submitted no later than:

Date: 29th June 2016

Time: till 3:00 P.M.

The Proposal must be delivered in physical form to the following address::

Bhubaneswar Smart City Limited
C/O Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg, Bhubaneswar
Odisha (INDIA)
Pin -751001

25 (b) The opening of the Proposals shall start at:

Bhubaneswar Smart City Limited
C/O Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg, Bhubaneswar
Odisha (INDIA)
Pin 751001

Date: 29th June 2016

Time: at 4:00 P.M.

27 Eligibility Criteria

(i) Financial Eligibility:

The Bidder should have a minimum average annual turnover from consultancy services of INR 75,00,00,000.00 (Indian Rupees Seventy Five Crores) in the three financial years 2013-14, 2014-15 and 2015-16 prior to the Proposal Due Date.

If the annual accounts for the Financial Year 2015-16 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.

(ii) Technical Eligibility:

To demonstrate the Bidder's technical eligibility, the Bidder should over the past 10 (ten) years preceding the Proposal submission date, demonstrate experience in completing the assignments as providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services **for at-least one project from Category (A), two projects from category (B) and one project from Category (C).**

(iii) Other Eligibility Criteria

- (a) If any Bidder or its Affiliates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Affiliates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.

Section 1. Instructions to Bidders

- (b) If any Bidder or its Affiliates has/have, in the [3 (three)] years immediately preceding the Proposal Due Date: (i) been expelled from any project or contract by any government or government instrumentality; or (ii) had any contract terminated by any government or government instrumentality for breach by such Bidder or its Affiliates, as the case may be, then such Bidder will not be eligible to submit a Proposal.
- (c) Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.

The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:

Technical Proposal (Envelop B)

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

S No	Description	Maximum Points
(I)	Specific experience of the Bidder in undertaking Category A Assignments and Category B Assignments:	20

S No	Description	Maximum Points
	Sub Criteria	
	Category A Assignment For an assignment to qualify as a Category A Assignment, it should meet the following criteria: Experience in any following assignment(s) of which project cost should not be less than Rs. 500 (five hundred) crores	

	<p>(i) Industrial Township (ii) Special Economic Zone (iii) Area/Sector Development (iv) Integrated real estate development/ affordable housing</p> <p>For each Category A Assignment, which meets the criteria set out above, the Bidder will be awarded 2 marks per assignment, subject to a maximum of 8 marks.</p> <p>Category B Assignment</p> <p>For an assignment to qualify as a Category B Assignment, it should meet the following criteria:</p> <p>Experience in any following assignment (City level) of which projects cost should not be less than Rs. 100 (hundred) crores</p> <ul style="list-style-type: none">(i) Water supply system(ii) Sewerage System(iii) Urban Transport(iv) Solid waste management(v) Conservation of Heritage Buildings <p>For each Category B Assignment, which meets the criteria set out above, the Bidder will be awarded 2 marks per assignment, subject to a maximum of 8 marks.</p> <p>Category C Assignment</p> <p>For an assignment to qualify as a Category C Assignment, it should meet the following criteria:</p> <p>Experience in any following assignment (City level) of which projects cost should not be less than Rs. 20 (twenty) crores</p>	
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Section 1. Instructions to Bidders

	<p>(i) Solar City program (ii) Energy Efficiency Initiative plans (LED street lighting) (iii) Energy Efficiency Pumps (Water supply system or waste water system) (iv) Energy Supply</p> <p>For each Category C Assignment, which meets the criteria set out above, the Bidder will be awarded 2 marks per assignment, subject to a maximum of 4 marks.</p>	
(II)	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	40
	Sub Criteria	
	<p>(a) Technical Approach, Methodology including Presentation³ –30 Marks (b) Work Plan – 05 Marks (c) Organization and Staffing – 05 Marks</p> <p><i>{Notes to Bidder:</i> (i) <i>the Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to module ; and the work plan has right input of Experts.</i> (ii) The presentation shall be made by the Team leader only as per the details provided in the CVs.}</p>	

³For Technical approach and methodology presentation, Consultants whosoever shall qualify in the qualification documents shall be informed electronically in writing regarding the date of presentation.

Section 1. Instructions to Bidders

(III)	Key Expert qualifications and competence for the assignment <i>Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-4 to be prepared by the Consultant}</i>		40
Sub Criteria			
	S No	Position	Marks
	1	Team Leader	5
	2	Deputy Team Leader cum Construction Manager	5
	3	Infrastructure Specialist	4
	4	Urban Planner	4
	5	Urban Finance Specialist	4
	6	Water Supply Expert	3
	7	Procurement Specialist	3
	8	Waste Water Expert	3
	9	Solar Energy/ Renewable Energy Expert	3
	10	Structural Engineer	3
	11	Energy Specialist	3
		Sub total	40

The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:

For all the above positions

- 1) General qualifications (general education, training, and experience): 20%
- 2) Adequacy for the Contract (relevant education, training, experience in the sector/similar assignments): 80%

Total weight: 100%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (St) that a Bidder requires to qualify for evaluation of the Financial Proposal is **60**.

**30
(QCBS
only)**

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.8, and

P = 0.2

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

D. Negotiations and Award

31 Expected date and address for contract negotiations:

To be intimated later.

33 (b) The publication of the contract award information following the completion of the Contract negotiations and Contract signing will be done as following:

The information will be published in www.bdabbsr.in & www.bmc.gov.in

33 (c) Expected date for the commencement of the Services:

Date: August 2016 **at:** Bhubaneswar (Odisha)

Section 2. Qualification documents and Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

**APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM
[On the Letter head of the Bidder]**

{Location, Date}

To:

**Bhubaneswar Smart City Limited
C/O Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg, Bhubaneswar
Odisha (INDIA)
Pin: 751001**

**Ref: RFP for Selection of Programme Management Consultant (PgMC)
for Area Based Development Project for Bhubaneswar Smart City
Limited.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Area Based Development Project to be implemented by Bhubaneswar Smart City Limited in Bhubaneswar City of Odishain accordance with your Request for Proposals dated [Insert Date] . We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client

any additional information it may find necessary or require to authenticate or evaluate the Proposal.

- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 14.
- (d) We have no conflict of interest in accordance with Clause 3.
- (e) We and our Affiliates are not submitting more than one or separate Proposals.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITC. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
- (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.

- (k) In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (l) Except as stated in Clause 14 (h), if we are selected as the Consultant, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Expert Pool. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 and Clause 31 may lead to revocation of the letter of award/termination of the Contract.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, 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 bid process including the award of the Contract.
- (o) Our Financial Proposal and the remuneration of the Expert Pool and Programme Support Team has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Consultant, or in respect of the Area Based Development Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby

waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

- (s) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 33.3 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

1. (a) Name:
(b) Country of incorporation:
(c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment [*Note: Such description shall not exceed 5 type-written pages.*]:
3. Shareholding of the Bidder, if applicable
4. List of directors
5. Details of individual who will serve as the point of contact/communication for the Client⁴:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
6. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:

⁴ In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

- (c) Address:
- (d) Telephone Number:
- (e) E-Mail Address:
- (f) Fax Number:

APPENDIX 3: FORMAT OF THE EMD

(To be executed on stamp paper of appropriate value)

B.G. No. [__]

Dated:

1. In consideration of you, Bhubaneswar Smart City Limited (referred to as **BSCL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for designing and implementing the application of certain Area based development projects, which involve the use of technology, information and data to improve infrastructure and services within the city of Bhubaneswar (the **Area Based Development Projects**), to implement the Smart Cities Mission in Bhubaneswar, pursuant to the Request for Proposal dated [__] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [__] and one of its branches at [__] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BSCL an amount of Rs. [__] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by BSCL stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to

the Bidder or any other person and irrespective of whether the claim of BSCL is disputed by the Bidder or not, merely on the first demand from BSCL stating that the amount claimed is due to BSCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:

- (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5 of the RFP.
- (d) If a Bidder is declared the first ranking Bidder and it:
 - (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - (ii) fails to furnish the Performance Security in accordance with Clause 24 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) (e) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the Consultant, then the validity of the EMD of such Bidder shall be extended until the date on which the Consultant submits the Performance Security. The EMD of the

Consultant will be returned upon the Consultant furnishing the Performance Security.

5. We, the Bank, further agree that BSCL will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of BSCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BSCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, BSCL will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BSCL):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or BSCL under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or

invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and

- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
 12. It shall not be necessary for BSCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BSCL may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
 13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BSCL in writing.
 14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
 15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [___]. The Bank will be liable to pay the amount or any part of the Guarantee only if BSCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to the Proposal validity period).

16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 1000/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we
(name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for Selection of Programme Management Consultant (PgMC) for Area Based Development Project for Bhubaneswar Smart City Limited(BSCL) in Bhubaneswar City of Odisha”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BSCL, representing us in all matters before BSCL, if selected, undertaking negotiations with BSCL prior to the execution of the Contract and generally dealing with BSCL in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER

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

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) *reflect the turnover of the Bidder;*
 - (b) *be audited by a statutory auditor;*
 - (c) *be complete, including all notes to the financial statements.*
- *The Bidder shall provide a statutory auditor's certificate specifying the annual Turnover of the Bidder in the form set out at Appendix-6.*
- *If the annual accounts for the Financial Year 2015-16 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.*

Date:

APPENDIX 6: CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER

(On the letter head of the statutory auditor)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of *(name of the Bidder)* for the Financial Year 2013-14, 2014-15 and 2015-16 is as follows:

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

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

APPENDIX7: TECHNICAL QUALIFICATION

[The following table shall be filled in for the Bidder]

Name: *[insert full name]*

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

Bid no and Title: *[Insert bid number]*

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

[Identify Eligible Assignments undertaken by the Bidder over the past 10 (ten) years and the details set out in the table below. The Eligible Assignments should be listed chronologically, according to their date of commencement]

Provide the project details category wise in separate table format given below:

Durati on	Status (Compl ete/ Ongo ing)	Eligible Assignment name& brief description of main deliverables/ output	Name of Client & Country of Eligible Assign ment	Approx. contract value (in INR. Equivale nt)/ amount paid to the Bidder for Eligible Assignm ent	Role of Bidder in Eligible Assign ment	Certific ate from the client provide d
{e.g., Jan.20 09– Apr.20 10}		{e.g., “Supervision and Management consultancy services for a project like.....}	{e.g., Ministry of, country}	{e.g., INR 01 Cr.}		Yes/No a. Copy of comp letion certif icate;

Durati on	Status (Compl ete/ Ongo ing)	Eligible Assignment name& brief description of main deliverables/ output	Name of Client & Country of Eligible Assign ment	Approx. contract value (in INR. Equivale nt)/ amount paid to the Bidder for Eligible Assignm ent	Role of Bidder in Eligible Assign ment	Certific ate from the client provide d
						[Issued by Compet ent Authori ty]

(Name and Signature of Authorized Signatory)

- *For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.*
- *Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Data Sheet.*
- *For each completed Eligible Assignment, the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished.*
- *For each ongoing Eligible Assignment, the certificate issued by the client certifying the percentage of completion of the assignment by the Bidder should be furnished.*

APPENDIX 8: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

(On a Stamp Paper of relevant value)

Affidavit

I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the Area Based Development Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of, 201....

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

- *For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.*

Technical proposal Submission Forms

{Notes to Bidders shown in brackets { } throughout Section 2 provide guidance to the Bidders to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

FORM	DESCRIPTION
TECH-1	Comments or Suggestions on the Terms of Reference and on Staff and Facilities to be provided by the Client. A. On the Terms of Reference B. On the Staff and Facilities
TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Services.
TECH-3	Work Schedule and Planning for Deliverables
TECH-4	Team Composition, Key Experts Inputs, and Curriculum Vitae (CVs)
TECH-5	Undertaking from the Key Expert

All pages of the original Technical Proposal and the Financial Proposal shall be initialled by the same authorized representative of the Bidder who signs the Proposal.

FORM TECH-1

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

Form TECH-1: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for 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}

FORM TECH-2

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

Form TECH-2: 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.

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

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

- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), 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 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, Programme Support Team and relevant technical and administrative support staff.}

Note: Please enclose details for category a, b and c separately

FORM TECH-3

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	N	TOTAL	
D-1	Deliverable 1													
A-1	(e.g. Activity #1)													
	Submission and acceptance of Inception report													
A-2	{e.g.,Module 1 Activity #2:.....}													
	Situation Analysis Report													
A-n														

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

FORM TECH-4

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-4)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			HO	PO	Total
Expert Pool															
1	Team Leader		[HO/PO]	[2 month]		[1.0]		[1.0]							
2	Infrastructure Specialist														
3	Urban Planner														
4	Urban Finance Specialist														
5	Water Supply Expert														
6	Procurement Specialist														
7	Waste Water Expert														
8	Solar Energy/ Renewable Energy Expert														

9	Structural Engineer													
10	Energy Specialist													
										Subtotal				
Programme Support Team														
1	Deputy Team Leader cum Construction Manager		[HO]	[2 month]	[1.0]	[1.0]								
			[PO]	[0.5 m]	[2.5]	[0]								
2	Water Supply Expert													
3	Waste Water Expert													
4	Road Engineer													
5	Electrical Engineer													
6	Support Junior Engineer													
7	Draughtsman													
8	Quantity Surveyor													
9	Surveyor													
										Subtotal				
										Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet.

- 2 Months are counted as 30 day periods from the start of the assignment. One working (billable) day shall be not less than 8 working (billable) hours.
- 3 “PO” means work in the PgMC Office at Bhubaneswar (Odisha), India. “HO” means work carried out outside the PgMC Office i.e., not physically present in Bhubaneswar (Odisha), India.

**FORM TECH-4
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Role/Position in Expert Pool/Programme Support Team:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Expert will be involved)	

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

Certification:

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Bidder
(authorized signatory)

- *CVs must be signed in indelible ink by the respective Personnel and countersigned by the Bidders. Unsigned CVs shall be rejected.*
- *If the proposed Key Expert is not an employee of the Bidder, then the CVs shall contain an undertaking from the relevant Key Expert about his/her availability for the duration of the Contract, in the format set out in form TECH-5.*

FORM TECH-5

UNDERTAKING FROM THE KEY EXPERT

(This undertaking should be provided if the Key Expert is not an employee of the Bidder as on the Proposal Due Date)

To,
Chief Executive Officer
Bhubaneswar Smart City Limited
C/o Bhubaneswar Development Authority,
Akash Sobha Building,
Sachivalaya Marg,
Bhubaneswar - 751001, Odisha

Dated:

Dear Sir,

Sub: Implementation of the Area Based Development Project

I refer to the RFP dated [●] issued by you for the Area Based Development Project.

I confirm that M/s [**Insert name of the Bidder**] has been authorized by me to use my technical experience and submit my name as a Key Expert for its Proposal for the Area Based Development Project.

I also confirm that we have not authorised any entity other than M/s [**Insert name of Applicant/Consortium Member**] to use or rely on my technical experience for the purposes of submitting a Proposal for the RFP.

If selected as the Consultant, I undertake to be a member of the Expert Pool constituted by M/s [**Insert name of the Bidder**] for implementing the Area Based Development Project and also undertake to be available, and provide my best services for the duration of the Contract, in accordance with the terms of the RFP and the Contract.

[Signature]

Name:

Date:

Place:

Section 3. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Bhubaneswar Smart City Limited
C/O Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg, Bhubaneswar
Odisha (INDIA)
Pin-751001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Area Based Development Projects for Bhubaneswar Smart City Limited in Bhubaneswar City of Odisha in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the Total Cost of the Financial Proposal}{Insert amount(s) in words and figures}. The estimated amount of local indirect taxes is **INR {Insert amount in words and figures}** which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 14 of the Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (INR)
{Bidder must state the proposed Costs in accordance with the Data Sheet; delete columns which are not used}	
Cost of the Financial Proposal	
(1) Remuneration (Total of Form FIN-3)	
(2) Reimbursable	
(a) PgMC Office Set-up INR	25,00,000/-
(b) Resource Pool Expert	2,00,00,000/-
(c) Provisional sums include: (i) Workshops, Conferences and local training (ii) Equipments & Software (iii) Survey & Investigation including Assets condition surveys, topographic surveys, geotechnical investigations etc. (iv) Public outreach programs (v) Third Party Inspection	1,00,00,000/-
(d) Contingency	1,00,00,000/-
Total	
Add: Service Tax	
Total Cost of Financial Proposal {Should match the amount in Form FIN-1}	(Write Amount in word also)

Footnote:

- **For Remuneration, the Bidder is required to specify the aggregate remuneration for the Expert Pool and the Programme Support Team as stated in Form FIN-3.**
- **Payments will be made in the currency (ies) expressed above (Reference to Clause 18 (d)).**
- **The amounts under the head 2(a) to (d) shall be reimbursed on actual basis but not exceeding the corresponding amount specified for each head, and with prior approval of the Client.**

FORM FIN-3 BREAKDOWN OF REMUNERATION

No.	Name (A)	Position (as in TECH-4) (B)	Location (C)	Time Input in Man- Months (from TECH- 4) (D)	Rate per Man Month (in INR) (E)	Total Remuneration (INR) (D*E)
_____	Expert Pool					_____
1	Team Leader		[HO] [PO]			
2	Infrastructure Specialist					
3	Urban Planner					
4	Urban Finance Specialist					
5	Water Supply Expert					
6	Procurement Specialist					
7	Waste Water Expert					
8	Solar Energy/ Renewable Energy Expert					

9	Structural Engineer					
10	Energy Specialist					
Programme Support Team						
1	Deputy Team Leader		[HO] [PO]			
2	Water Supply Expert					
3	Waste Water Expert					
4	Road Engineer					
5	Electrical Engineer					
6	Support Junior Engineer					
7	Draughtsman					
8	Quantity Surveyor					
9	Surveyors					
					Total Costs	

Footnote:

- **The total remuneration of the Programme Support Team shall not exceed 30% of the aggregate remuneration of the Expert Pool and the Programme Support Team.**
-

Section 4. Eligible Countries

In reference to Clause 6, for the information of Bidders, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 5. Corrupt and Fraudulent Practices

- 5.1 The Bidders 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 Bidder, if it determines that the Bidder 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 Bidder’s Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder 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 Contract, such Bidder 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 Bidder 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.
- 5.3 For the purposes of this Clause 5.3, 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 Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 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 issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, 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 Contract;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;
- (e) “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
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 6. Terms of Reference

6.1. Background

6.1.1. Government of India has announced the list of 20 cities to be taken up for development as smart cities in 1st round. The cities have to now move towards converting their plan proposals to projects.

6.1.2. As part of the Smart City Proposal, the city of Bhubaneswar has set its vision for Smart City as follows

Bhubaneswar, through participatory decision-making, responsible governance and open access to information and technology, plans to be a:

- *Transit oriented city with a compact urban form that promotes active, connected and sustainable mobility choices*
- *Livable city providing diverse range of housing, educational and recreational opportunities; while enhancing its heritage, arts and traditional communities*
- *Child-friendly city providing accessible, safe, inclusive and vibrant public places*
- *Eco-city co-existing in harmony with nature for nurturing a resilient, clean, green, and healthy environment.*
- *Regional economic centre attracting knowledge based enterprises and sustainable tourism activities by leveraging and empowering its institutions, local businesses and informal workforce*

6.1.3. As part of its smart city proposal, Bhubaneswar has proposed to implement several Area Based Development Projects which includes the following:

Sr. No.	Project Name:
1	Raj Mahal Square Multi Level Car Parking
3	Satya Nagar Multi Level Car Parking
4	Lake Neutral
5	Janpath - People's Smart Path
6	Project URBS - Urban Regeneration through Bhubaneswar Streets
7	BBSR Cycle Highway

8	Rental Housing for Construction Workers
9	Museum of Urban History
10	24x7 Water Supply
11	Water Recycling Project
12	Decentralized Sewage Treatment Project
13	24x7 Energy Supply
14	Underground Electric Wiring
15	Waste- Lets recycle
16	City Gas Distribution Ducting (covered under Project URBS)
17	City Fiber Ducting (covered under Project URBS)
18	Smart Energy Meter & SCADA
19	Smart Water Meter & SCADA
20	Smart Waste Management
21	Solar City Program - Roof Top
22	Micro Solar Power Project
23	Construction of Command and Control Centre Building of ICOMC

6.2. Objective of the Assignment

- 6.2.1. The objective of the assignment is to provide direct assistance to the Client to Design, Develop, Manage and Implement Area Based Development Projects under Smart City Mission (SCM) in Bhubaneswar City of Odisha as per Smart City Mission Guidelines.
- 6.2.2. The Smart City Mission in Bhubaneswar is expected to bring about a lasting change in the city administration framework as well as quality of life of the citizens.

6.3. General Scope of Services

- 6.3.1. The Consultant shall support the Bhubaneswar Smart City Limited (BSCL) in overall programme management of Area Based Development Projects including designing, developing, managing and implementing identified projects.
- Under this assignment the consultant is required to review projects identified Area based development which includes the project list as

indicated in 7.1.3. (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smarcities.gov.in/winningCityp1.htm>). The consultant will provide support in development of project(s), during implementation, and post implementation support such as to carry out required situation Analysis, Feasibility Study, financial implications and viability, preparation of PDR/DPR, prepare bid documents, Contract and Concession Agreements, Key Performance Indicators (KPIs), assist in bid evaluation, selection of Implementing Agencies, project implementation support, Assist in Third Party Audit/ other audit agency, During construction activities quality control, quality audit, infrastructure audit and post implementation support etc. The PgMC shall not sub contract any of the activities defined in the scope of the assignment to any other consulting firm.

- The RFPs prepared by the PgMC for procurement of implementing partner/agency (ies) for implementation of ABD Smart City Projects, will follow International Competitive Bidding (ICB) method.
- The PgMC shall also assist the client in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.
- Without limiting the scope, the PgMC shall be responsible for the following tasks:

6.3.2. Area Based Development:

A. Project Development

- I. Integrated Projectisation - The consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the client.
- II. Consult the available documents such as city development plans /strategy plans, sanitation plans. mobility plan and review feasibility study etc.
- III. Review existing status of physical Infrastructure and other available secondary data.
- IV. Identify requirements of surveys, studies and investigations;

- V. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- VI. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets.
- VII. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for most appropriate option
- VIII. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- IX. Review land availability, rehabilitation - resettlement & environmental issues for identified projects
- X. Coordinate with stakeholders and other departments of central and state governments wherever convergence is required, to facilitate integration with AMRUT and other Central/State level schemes. and develop module wise action plan for completion of work
- XI. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.
- XII. Based on the approved feasibility report prepare module wise preliminary/detailed designs report (PDR/DPR) as per requirement of the project in accordance with established engineering practices, tender drawings, and cost estimates etc.
- XIII. For preparing DPR, the consultant will carry out all the required engineering surveys and investigations⁶ such as total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc. including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
- XIV. The PDR/DPR should also include assessment of utility shifting requirements and costs estimations including O&M requirements

⁶ Required Survey and Investigations in consultation and approval of the BSCL

- and estimates; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
- XV. Assist the client on technical, commercial, financial, and legal aspects for project development as per requirement.
 - XVI. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
 - XVII. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract, financial proposal and signing of contract(s);
 - XVIII. The draft contract to be included in the bidding document shall among other things, clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
 - XIX. The client may get the bid document certified/accredited by Independent Agency such as CBUD (MoUD) or any other such agency.

B. Bid Process Management for Selection of Implementing Agencies

The bid process management shall include;

- i. Prepare the EoI/RFQ/RFP Documents
- ii. Bid Process Management in Technical and Financial Evaluation and recommendation to BSCL for award of module wise award of EPC/turnkey contracts.
- iii. The client may get the bid document certified/accredited by Independent Agency such as CBUD(MoUD) or any other method/institution as per the decision of the client.

While conducting the bid process for selection of the implementing agency, if it is determined that the rate quoted by a bidder is more than 30% of the rate determined by the

Consultant in the DPR for the relevant Module, the Client will have a right to reject the bid.

C. Project Facilitation and Implementation (Construction Supervision and Contract Management)

During the project implementation of the module(s) (group of projects), the Consultant shall:

- i. Assist the client to conduct stakeholder consultation during design and implementation process.
- ii. Provide advice and guidance to the client for modern procedures and guidelines for project implementation and management in general.
- iii. Contract administration and Management of the modules;
- iv. Develop technical specifications for each Module
- v. Supervise and monitor construction work of each contracted module;
- vi. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- vii. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- viii. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- ix. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.
- x. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xi. Supervising the construction of various contract packages for related outputs of the Program

- xii. Record the work measurement jointly by PgMC and EPC/ Turnkey contractor and certify the contractor's bill and recommend for making payments by the client;
- xiii. Verification of EPC/turnkey contractor's bills and interim and final certification of the bills of payment;
- xiv. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;
- xv. Assist for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc. and prepare recommendations for approval by the client;
- xvi. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by the client;
- xvii. Assist the client in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc.
- xviii. Review and issuance for execution of contractors' design and drawings with approval of the client for lump sum turnkey contracts and review the project documents and give recommendations as required for PPP projects.
- xix. Review and finalize the "as built" drawings submitted by Contractor;
- xx. Assist the client in issue of completion certificates;
- xxi. Inspect the works at appropriate intervals during defect liability period and certification issue;

- xxii. Prepare on behalf of the client monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to the client;
- xxiii. Assist the client in monitoring of progress as per the Program Performance Monitoring System (PPMS) to be prepared by PgMC and approved by the client;
- xxiv. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
- xxv. Develop and implement procedure for timely payments to the implementing agency(ies) and monitor for compliance.
- xxvi. Support the client in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- xxvii. Support the client to meet compliance requirements as and when required.
- xxviii. Support the client in documentation and presentation of outputs
- xxix. Prepare Capacity building plan and Change Management Plan
- xxx. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.

D. Provide BSCL Post Implementation Support during defect liability period of the Project.

Team Composition & Qualification Requirements

- 6.3.3. The Professionals required for this assignment are categorized as Programme Support Team and Expert pool . The Programme Support Team shall provide full person man Months’ time on the Project Office (PO) at Bhubaneswar. The Expert pool team shall be on the need basis of the assignment.

6.3.4. Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different project under all modules during the course of the assignment. The Consulting firm may deploy the additional staff as per requirement of the assignment for which no extra financial implications shall be made on the client and it is deemed that the PgMC has uploaded the cost of the personnel's deployed

6.3.5. The CVs of the team shall be evaluated as indicated below:

	Position	Man Months	Minimum Qualification	Minimum Experience
	<ul style="list-style-type: none"> • Programme Support Team • (To be deployed full Time at the Project office⁷, CVs to be provided for all the experts but only the CV of the Deputy Team Leader will be evaluated during technical evaluation) 			
1.	Deputy Team Leader cum Construction Manager (To be permanent Employee of the Company)	PO- 48	<ul style="list-style-type: none"> • Graduate in Civil Engineering • Certificate course in PMP/ Prince2 	<ul style="list-style-type: none"> • 10 years' experience in construction management of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage / Drainage/ Solid Waste Management). • Knowledge of different construction methodologies. • Knowledge of latest Project Management tools
2.	Water Supply Expert	PO-48	Post-Graduation in Civil Engineering.	<ul style="list-style-type: none"> • 5 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in Operation & Maintenance of Urban Water Supply schemes.

⁷Project Office (PO) means the office of the Consultant located at Bhubaneswar city

3.	Waste Water Expert	PO- 48	Masters in Environmental Engineering/ Post Graduation in PHE Engineering	<ul style="list-style-type: none"> • 5 years experience on water sourcing, planning & management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting
4.	Road Engineer	PO- 48	Degree in Civil engineering	<ul style="list-style-type: none"> • 7 years experience in relevant field; • Road engineering designs; • Road contract management and performance monitoring of the contractors during and after execution; • Ensure the construction activities are implemented in field as per design; • QAQC and safety
5.	Electrical Engineer	PO-48	Graduate in Electrical Engineering	<ul style="list-style-type: none"> • 5 years experience in relevant area of expertise in at-least 2 relevant projects such as electrical equipment, plants, utilities etc.
6.	Support- Junior Engineer (06 Numbers)	PO - 48 (each)	Degree/Diploma in relevant branch	<ul style="list-style-type: none"> • Degree in (relevant branch) Engineering with 2 years' experience Or • Diploma in (relevant branch) Engineering with 4 years' experience
7.	Draughtsman (03 Numbers for 6 months and 01 Number of 48 Months)	PO- 66	Diploma in Civil/ Mechanical Engineering or ITI in draughtsman Civil/mechanical	<ul style="list-style-type: none"> • 02 Years experience in preparation of CAD drawings

8.	Quantity Surveyor	PO-48	Diploma/ Degree in Civil Engineering	<ul style="list-style-type: none"> • 5 years experience for diploma holder or 3 years experience for degree holder in quantity surveying, preparation of BOQ, variations, etc. • Knowledge of modern and digital survey techniques • Knowledge of preparation of CAD drawings
9.	Surveyor (03 Numbers for 6 Months)	PO-18	Diploma in Civil Engineering / ITI in Civil	<ul style="list-style-type: none"> • 5 years experience in survey with modern digital survey instruments • Experience in surveying with Total Station/ micro station/ auto level etc. • Knowledge of preparation of drawings on CAD.
<ul style="list-style-type: none"> • Expert Pool (CVs to be provided for all the experts and shall be evaluated during technical evaluation) 				
1.	Team Leader cum programme management expert (To be permanent Employee of the Company)	PO - 24 HO - 24	(i) Masters in Planning/Master in Civil Engineering/ Bachelor in Engineering with MBA (ii) Certificate course in PMP/ Prince2	<ul style="list-style-type: none"> • Should have minimum 15 years experience in consulting /implementation of Civil projects • Should have minimum 5 years out of 10 years experience in project management activities
2.	Infrastructure Specialist	PO-8 HO-4	Master's in Civil Engineering	<ul style="list-style-type: none"> • 15 Years experience in Urban Sector • Experience in citywide urban development and infrastructure planning/ design/ implementation (water supply, sewerage/septage/ SWM/ urban roads etc.)Etc.) • Knowledge of urban development issues and Project experience.

3.	Urban Planner	PO- 04 HO- 04	Post-graduation in Urban Planning	<ul style="list-style-type: none"> • 15 years' experience in integrated land use planning • Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc. • Experience developing Development Control Regulations • Knowledge of land management tools like land pooling, TDR etc. • experience in Urban research
4.	Urban Finance Specialist	PO-6 HO-4	Master's Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA / Post Graduate in Economics with specialization in Public Finance.	<ul style="list-style-type: none"> • 15 years relevant experience. • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections. • Experience in working with ULB • Experience in Financial Modelling in Urban Infrastructure and PPP.
5.	Water Supply Expert	PO-6 HO-4	Post-Graduation in Civil Engineering.	<ul style="list-style-type: none"> • 15 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in Operation & Maintenance of Urban Water Supply schemes.
6.	Procurement Specialist	PO-6 HO-4	Degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> • 15 years experience in the area of public procurement • Experience in construction contract procurement /management in infrastructure projects. • Knowledge of state purchase Manuel

7.	Waste Water Expert	PO-6 HO-4	Masters in Environmental Engineering/ Post Graduation in Civil Engineering	<ul style="list-style-type: none"> 15years experience on water sourcing, planning & management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting
8.	Solar Energy/ Renewable Energy Expert	PO-6 HO-4	B-Tech in Electrical/ Power Engineering / related sector	<ul style="list-style-type: none"> 7 years experience in renewable energy preferably in solar energy projects.
9.	Structural Engineer	PO-8 HO-4	Masters in Structural Engineering	<ul style="list-style-type: none"> 15 years related. Should have the experience in structural design of infrastructure projects.
10.	Energy Specialist	PO-8 HO-4	B-Tech in Electrical/ Power Engineering	<ul style="list-style-type: none"> 15 years experience in power projects viz., planning/ designing for power generation, transmission and distribution.
<ul style="list-style-type: none"> Resource Pool (CVs shall not be provided but the CVs of the experts shall be got approved from the client along with man months and financial implications before deployment). 				
1.	Environment Management expert, Social Development Specialist, Landscape / pavement design Architects, Transportation Planner/ Engineer, Communication Specialist, Electrical Engineering Expert, Utility Engineer, Transaction Advisor for PPP Projects, Heritage Expert, Heritage Architecture, Heritage Curator, Disaster Management Expert, Horticulture Specialist, Lake Restoration Expert, Septage Management Expert, Signage Expert, Drainage Expert or any other expert as intimated by the BSCL to deploy on the Project.			
2.	Office Support Staff such as Office Manager, Office Helper etc.			

Note:

- The Consultant may deploy additional staff as per requirement. But no additional payment shall be made. It is assumed that the Consultant has taken into consideration any such payment in the Financial Proposal.
- The Bidder may bid for more than one smart city, but if the Bidder is bidding for more than one smart city smart solutions simultaneously, it shall propose separate teams for each smart city. If at any time it is found by the Client that any Personnel**

proposed for this Smart Solutions Project is also part of another smart city team then the Client may disqualify the Bidder.

6.4. Reporting Requirements and Time Schedule and Deliverables

The activity wise reporting requirements and deliverables for Area Based Development Projects shall be as follows:

7.6.1. Activity 1: Mobilization and establishment of Project office and submission of Inception Report

The Consultant shall mobilize the Personnel, set up the project office, and submission of the Inception Report to the Client.

7.6.2. Activity 2: Situation analysis report

- Prepare and submit situation analysis report module wise in the format acceptable to the client.

7.6.3. Activity 3: Feasibility Report

- Prepare and submit Feasibility Study report module wise in the format acceptable to the client. The Report shall address the following aspects:
 - Evaluation of design alternatives
 - The topography and development pattern of the project area
 - Develop historic and future population growth and determine the impact of the population growth on projects under taken in Smart City Mission.
 - Preliminary design and cost estimation
 - Operation and maintenance aspects
 - Financial planning and evaluation
 - Institutional and social capacity
 - Environmental and Social Impact Assessments
 - Formulation of work implementation plan
 - Preliminary procurement plan
 - Preliminary construction schedule
 - Organization evaluation and capacity building and any other relevant information required on project to project basis.
 - Identification of potential PPP projects.
 - Recommendation of suitable arrangement for contracting including DBO / DBFOT/Management Contracts etc.

7.6.4. Activity 4: Preliminary/Detailed Project Report(PDR/DPR)

- Once the Feasibility Report is approved, prepare detailed as per the scope of services and submit to the client for appraisal and approval.
- The documents prepared for the Project must conform to the requirements of the guidelines and procedures of the government.

7.6.5. Activity5: Bid Process Management

- After Approval of the DPR and based on discussions, the consultant shall prepare bid documents for selection of the implementing agency.
- Technical and financial evaluation of bids and recommendations to award contracts module wise to EPC/ turnkey contractors.

7.6.6. Activity6: Project Implementation support

The consultant shall provide the project implementation support as per the scope of works and any other instructions issued by the client.

7.6.7. Activity7: Post Implementation Support

The Consultant shall provide post implementation support during defect liability period of the project as per the scope of work and the instructions (written) given by the client.

7.6.8. Project Handing Over Report

The Consultant shall provide all the Support for project handing over to the agency as directed by the client and shall prepare handing over report.

7.6.9. Progress report

The Consultant shall submit monthly & quarterly planned & progress report throughout the duration of the project in the format acceptable to the client.

7.6.10. The estimated time duration for the consultancy services is 4 (four) years.

7.6.11. The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule and in consultation with the client as per project specific requirement.

7.6.12. The Consultant shall submit the reports for all the activities in 3 (three) hard bound copies and one soft editable and pdf format or as per the requirement of the Client.

7.6.13. Time Schedule and activity wise Deliverable

(i) The Activity wise time schedule shall be as follows

S No.	Activity wise Deliverable	Time period (T ₀ date of signing of Contract) and T ₁ is the date of appointment of implementing agency
1	Activity 1: Submission and acceptance of Inception by the Client	T ₀ + 15 days
2	Activity 2: Preparation and Submission of Situation Analysis Report for Modules and its acceptance & approval by the Client	T ₀ + 45 days
4	Activity 3: Preparation and submission of Feasibility study report and its acceptance & approval by the Client	T ₀ + 90 days
5	Activity 4: Preparation and submission of DPR and its acceptance & approval by the Client	T ₀ + 120 days
6	<p>Activity 5:</p> <p>(a) Preparation and submission of Bid documents and its acceptance & approval by the Client.</p> <p>(b) Bid management service post preparation of bid documents</p> <p><i>Note: The time period may be extended up to 6 months as per the requirement of the module(s) by the Client for completion of the assignment up to the activity of Bid process management.</i></p>	T ₀ + 150 days
7	Activity 6 Project Implementation Support (Supervision and monitoring etc.)	From the date of selection of the implementation Agency T ₁ to (T ₀ + 4 Years)

8	Activity 7: Post Implementation Support For the modules/projects completed	From the date of successful completion of the project by Implementing agency to (T0+ 4 Years)
9	Activity 8: Project Hand Over	T0+4
Note: There will a set of fast track modules, which will be decided by mutual discussion and agreement of the client and the consultant. The consultant will be required to prepare, submit and get approval of the bid documents for these set of fast track modules within a period of 3 months from the date of signing of the contract.		

- (ii) In addition to above, the Consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues resolved/to be resolved related to assignments during the month.

The Consulting firm will be responsible to:

- Arrange for fully equipped office and office operation related facilities for project development team.
- Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
- Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
- Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.
- The equipments/ furniture purchased from the funds provided by the Client shall be the property of the client and on completion of the project the Consultant shall return all those equipments/furniture in workable condition.

Section 7. Standard Form of Contract

Attached Separately

Schedule I. Smart City Proposals

Attached Separately