



REQUEST FOR PROPOSAL

**NIT No. 09/BSCDCL/2016 DATED - 09/08/2016
AND ONLINE TENDER NO 4523**

SELECTION OF CONSULTANT FOR

Appointment of ICT Consultant for Smart City Projects in Bhopal

Bhopal Smart City Development Corporation Limited
Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023
Phone Number: 0755-2477770
Email ID: smartcitycell@bmconline.gov.in
www.smartcitybhopal.com

Disclaimer

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

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

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

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

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

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

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

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its

Proposal. All such costs and expenses will remain with the Consultant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Contents

Disclaimer	2
ABBREVIATIONS/ ACRONYMS	7
Invitation for Proposals.....	9
1. INTRODUCTION.....	10
1.1 Background	10
1.2 Request for Proposals	11
1.3 Due diligence by Consultants	11
1.4 Sale of RFP Document.....	11
1.5 Validity of the Proposal	11
1.6 Brief description of the Selection Process	11
1.7 Currency conversion rate and payment.....	11
1.8 Schedule of Selection Process	12
1.9 Pre-Proposal Conference.....	13
1.10 Communications	13
2. INSTRUCTIONS TO CONSULTANTS.....	14
2.1 Scope of Proposal.....	14
2.2 Conditions of Eligibility of Consultants.....	15
2.3 Conflict of Interest	16
2.4 Number of Proposals	16
2.5 Cost of Proposal	16
2.6 Site visit and verification of information.....	16
2.7 Acknowledgement by Consultant	16
2.8 Right to reject any or all Proposals.....	17
2.9 Contents of the RFP	18
2.10 Clarifications.....	19
2.11 Amendment of RFP	19
2.12 Language.....	20
2.13 Format and signing of Proposal.....	20
2.14 Technical Proposal	21
2.15 Financial Proposal	22
2.16 Submission of Proposal.....	22
2.17 Proposal Due Date	24
2.18 Late Proposals	24
2.19 Withdrawal of Proposals.....	24
2.20 Bid Security.....	24
2.21 Performance Security.....	25
2.22 Evaluation of Proposals.....	25
2.23 Confidentiality	26
2.24 Clarifications.....	26
2.25 Negotiations	27
2.26 Substitution of Key Personnel	27
2.27 Indemnity	27
2.28 Award of Consultancy.....	28

2.29	Execution of Agreement	28
2.30	Commencement of assignment	28
2.31	Proprietary data	28
3.	CRITERIA FOR EVALUATION.....	29
3.1	Evaluation of Technical Proposals	29
3.2	Short-listing of Consultants	32
3.3	Evaluation of Financial Proposal.....	33
3.4	Combined and final evaluation	33
4.	FRAUD AND CORRUPT PRACTICES	33
5.	PRE-PROPOSAL CONFERENCE	35
6.	MISCELLANEOUS.....	35
SCHEDULE-1.....		38
Terms of Reference (TOR)		38
1.	Background.....	40
2.	Objective.....	46
3.	Scope of Work	47
3.1	Track I: IT Strategy.....	49
3.1.1.	AS – IS Study of current ICT Setup.....	50
3.1.2.	Identification of future key initiatives	50
3.1.3.	Information Technology Roadmap & IT Strategy	50
3.2.	Track II: IT Roadmap Implementation Support.....	50
3.2.1.	Smart City Command and Control Center.....	51
3.2.2.	Smart City System Integrator (SI)	52
3.2.3.	Detailed Project Report	52
3.2.4.	Preparation of Request for Proposal (RFP)	54
3.2.5.	Bid Process Management	55
3.2.6.	Contract Preparation	55
3.3.	Track III: Project Management Support for Intelligent Poles Project	55
3.3.1.	Project Inception	56
3.3.2.	Ongoing Project Management Support	56
4.	Team Composition & Qualification Requirements for the Key Personnel	58
5.	Deliverables, and Time Duration	60
6.	Payment Terms	62
7.	Reporting Structure.....	62
8.	Facilities to be made available by the authority.....	62
SCHEDULE-2.....		63
CONTRACT FOR CONSULTANT’S SERVICES		63
AGREEMENT.....		66
1.	GENERAL	66
2.	COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT	70
3.	OBLIGATIONS OF THE CONSULTANT	74
4.	CONSULTANT’S PERSONNEL	81
5.	OBLIGATIONS OF THE AUTHORITY	82
6.	PAYMENT TO THE CONSULTANT	83
7.	LIQUIDATED DAMAGES AND PENALTIES.....	84
8.	FAIRNESS AND GOOD FAITH.....	85
9.	SETTLEMENT OF DISPUTES	85
Annex-1	Terms of Reference	88
Annex-2	Deployment of Key Personnel	89
Annex-3	Cost of Services.....	90
Annex-4	Payment Schedule.....	91

Annex-5 Bank Guarantee for Performance Security	92
SCHEDULE-3	94
Guidance Note on Conflict of Interest	94
APPENDICES	96
APPENDIX-I TECHNICAL PROPOSAL	97
Form-1A: Letter of Proposal	97
Form-1B: FORMATS FOR COMPLIANCE TO ELIGIBILITY CRITERIA.....	100
Form-2: Particulars of the Consultant.....	101
Form-3 : Statement of Legal Capacity	103
Form-4: POWER OF ATTORNEY	104
Form-5: Financial Capacity of the Consultant.....	106
Form-6: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE.....	107
Form-7: Particulars of Key Personnel.....	108
Form-8: Abstract of Assignments of the Consultant	109
Form-9: Assignments of Consultant	110
Form-10: Curriculum Vitae (CV) of Professional Personnel	111
Form-11: Number of Employees	113
Form-12: No – Blacklisting Declaration	114
APPENDIX-II FINANCIAL PROPOSAL	115
Form-1: Covering Letter.....	115
Form-2 : Financial Proposal	116
Form-3 : Breakdown of Remuneration	118
APPENDIX – III SERVICE LEVEL AGREEMENTS.....	120
END OF THE DOCUMENT	123

ABBREVIATIONS/ ACRONYMS

ABBREVIATION/ ACRONYM	DESCRIPTION
BMC	Bhopal Municipal Corporation
BoM	Bill of Material
BoQ	Bill of Quantity
BSCDCL	Bhopal Smart City Development Corporation Limited
C&C	Command and Control
COTS	Commercial Off-The-Shelf
CAPEX	Capital Expenditure
CCTV	Closed Circuit Television
DBMS	Database Management System
DeitY	Department of Electronics & Information Technology
DoT	Department Of Telecommunication
EMD	Earnest Money Deposit
GIS	Geographic Information System
GIS	Geographic Information System
GOI	Government of India
GOI	Government of India
GoMP	Government of Madhya Pradesh
GPRS	General packet radio service
GPS	Global Positioning System
GRE	Generic Routing Encapsulation
GSM	Global System for Mobile
GUI	Graphical User Interface
HTML	Hyper Text Markup Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
IA	Implementing Agency
ICT	Information Communication and Technology
INR	Indian Rupees
IoT	Internet of Things
ISI	Indian Standards Institute
ISO	International Organization for Standardization
ISO/IEC	International Organization for Standardization/International Electrotechnical Commission
ISP	Internet Service Provider
ITB	Instruction To Bidders
KPI	Key Performance Indicator
KPIs	Key Performance Indicators
LAN	Local Area Network
LCD	Liquid Crystal Display
MIS	Management Information System
NFC	Near Field Communication
NOC	Network Operating Center
O&M	Operation and Maintenance
OTP	One Time Password
PBG	Performance Bank Guarantee

PBG	Performance Bank Guarantee
PDF	Portable Document Format
PMGS	Parking Management and Guidance System
RFP	Request For Proposal
RFP	Request for Proposal
SI	System Integrator
TRAI	Telecom Regulatory Authority of India
UAT	User Acceptance Testing
VLANs	Virtual Local Area Network _
VMS	Video Monitoring Management System
VPN	Virtual Private Network
W3C	World Wide Web Consortium
WAN	Wide Area Network
Wi-Fi	Wireless Fidelity
WLAN	Wireless Local Area Network
XHTML	Extensible Hyper Text Markup Language
XML	Extensible Markup Language

Invitation for Proposals

1. INTRODUCTION

1.1 Background

1.1.1 Bhopal is among the first 20 cities selected in first round of smart cities challenge under Government of India's (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP). In this context, Bhopal has incorporated a special purpose vehicle (SPV) – Bhopal Smart City Development Corporation Limited (BSCDCL) (the “**Authority**”) to plan, design, implement, coordinate and monitor the smart city projects in Bhopal. BSCDCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Madhya Pradesh Urban Development Company Limited (MPUDCL) on behalf of Government of Madhya Pradesh (GoMP) and Bhopal Municipal Corporation (BMC).

Bhopal's ICT Consultant proposal includes scope in the form of three tracks required for Bhopal Smart City. First track is about development of IT Strategy and Roadmap which means doing the AS – IS analysis of current IT infrastructure and system and doing the required study to develop the Strategy of Information Technology which will be followed by Bhopal Smart City. This Strategy is to be developed after understanding the requirements of BSCDCL by doing consultations with stakeholders of BSCDCL. This strategy will carry the roadmap of the key ICT Initiatives as in when they are required to be started and finished. Strategy will also carry information regarding the business models to be adopted for each identified key ICT Initiative. Second Track is about creation of Detailed Project Reports (DPRs) of the identified ICT Initiatives, then after approval of each DPR doing the RFP preparation, and Bid Process Management for the same to get the Vendor on-board. Third and the final track is all about Regular Project Management of ongoing IT Initiatives including activities like reporting, project monitoring, vendor management, risk & issue tracking, facilitation of meetings between vendors and BSCDCL, etc.

BSCDCL has received funds from GoI and GoMP for the development of smart city in Bhopal. BSCDCL intends to apply part of this fund for said consultancy services. Pursuant to above, BSCDCL now invites eligible global consulting entity to provide consultancy services for preparation of IT Strategy and Roadmap, preparation of detailed project reports for various identified key ICT Initiatives, RFP Preparation, Bid Process Management and project management consultancy support.

1.1.2 In pursuance of the above, the Authority has decided to carry out the process for selection of Project Development and Management consultant for Appointment of ICT Consultant for Smart City Projects for Bhopal Smart City. The Consultant shall perform the activities in accordance with the Terms of Reference specified in Schedule-1 (the “TOR”).

1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of project development and management consultant (the “**consultant**”) for Appointment of ICT Consultant for Smart City Projects in Bhopal Smart City in conformity with the TOR (collectively the “**Consultancy**”). The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Consultants

Consultants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be downloaded from the website of www.mpeproc.gov.in. However, the bids of only those Consultant shall be considered for evaluation who have made online payment of Rs 50,000/- (Rs Fifty Thousand only) for the RFP document plus service & gateway charges, without which bids will not be accepted. The RFP Fee of Rs 50,000/- (Rs. Fifty Thousand only) is to be submitted by Consultant by making online payment only against this RFP.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Consultant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Client Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed Consultants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Consultant (the “**Selected Consultant**”) shall be called for negotiation, if necessary, while the second ranked Consultant will be kept in reserve.

1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Consultants, [Rs. 66 (Rupees sixty Six)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S. No	Event Description	Date and Time
1.	Publication of Request for Proposal	10 August 2016
2.	Last date for receiving queries/clarifications	17 August 2016 till 17:00 hours (no queries will be entertained after 17 August 2016)
3.	Pre-Proposal Conference	22 August 2016 at 1500 hours
4.	Authority response to queries	24 August 2016
5.	Last date for purchase of RFP document	31 August 2016 till 1730 hours
6.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on e-procurement portal)	01 September 2016 till 1730 hours
7.	Submission of hard copy of Technical Proposal	01 September 2016 till 1500 hours
8.	Opening of Technical Proposals	03 September 2016 at 1130 hours
9.	Technical Presentation	06 September 2016 at 1130 hours
10	Opening of Financial Proposals	To be intimated to the successful Consultants as per clause 3.2 of this RFP

1.9 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date & Time: As mentioned in clause 1.8

Venue: Bhopal Smart City Development Corporation Limited
Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023

1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

CEO, Bhopal Smart City Development Corporation Limited
Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023
Contact no. – 9424499884 (Mr. A K Nanda, City Engineer, Bhopal Smart City);
9424499800 (Mr. Tarun Chaurasia, Urban Planner, Bhopal Smart City)

1.10.2 The **Official Website** of the Authority is: www.mpeproc.gov.in

1.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. 09 /“Appointment of ICT Consultant for Smart City Projects in Bhopal” For Bhopal Smart City Development Co. Ltd, Bhopal, Madhya Pradesh, India

2. INSTRUCTIONS TO CONSULTANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Consultant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation. The term Consultant (the “**Consultant**”) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. **Consortium is not allowed.**

2.1.2 Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Consultants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Consultant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Consultant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following Key Personnel (the “**Key Personnel**”) as specified below:

Sr. No	Key Personnel
1.	Project Manager
2.	Senior Strategy Expert
3.	Smart City Expert

The Consultancy Team shall consist of the following non - Key Personnel as specified below:

Sr. No	Non - Key Personnel
1.	BPR Expert
2.	Strategy Support
3.	Bid Process Management Expert
4.	e-Governance Expert
5.	Project Management Support
6.	Smart Street Light Expert

2.2 Conditions of Eligibility of Consultants

2.2.1 Consultants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Consultants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Consultant shall fulfil the following:

Sl. No	Eligibility Criteria	Proof Required
1.	The bidder should be a company registered under the Companies Act, 1956 since last 5 years as on 31 st March 2015.	<input type="checkbox"/> Copy of Certificate of Incorporation / Registration.
2.	The Bidder should have an annual turnover of atleast INR 50 Crore (Rupees Fifty Crore) from IT consultancy/IT Advisory services in India for each of the last three financial years. (i.e. 2012-13, 2013-14, and 2014-15)	<input type="checkbox"/> A Certificate duly certified by Statutory Auditor of the Bidder clearly mentioning the annual turnover of the bidder from IT consultancy/IT Advisory services in India, as per the Form - 5 in Appendix 1.
3.	The Bidder should have atleast 100 full-time qualified consultants (for IT consulting projects, e-governance, programme / project management, Smart City projects etc.) as on date of submission of the bid.	<input type="checkbox"/> Self-Certificate on the letterhead of the bidder signed by Authorised signatory with the bidder’s seal and stamp. <input type="checkbox"/> As per the Form - 11 in Appendix 1.
4.	As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State of Madhya Pradesh or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India	<input type="checkbox"/> No – Blacklisting certificate duly signed by authorised signatory. As per the Form - 12 in Appendix 1.
5.	The bidder should have submitted the Tender document fee (non-refundable) and the Bid Security as mentioned in the RFP.	<input type="checkbox"/> Tender Document Fee: Demand draft or Proof of payment. <input type="checkbox"/> Bid Security: Bank Guarantee / Demand Draft / Banker’s Cheque /Fixed deposit.

2.2.4 The Consultant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Consultant, in case the Consultant is a limited liability partnership.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case

may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal by itself.

- 2.2.6 An Consultant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Consultant.
- 2.2.7 While submitting a Proposal, the Consultant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Consultants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 The bidder should provide professional, objective, impartial advice and services and at all times hold the BSCDCL's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- 2.3.2 The bidder shall not be eligible to bid for the activities resultant of this project which are in direct conflict, directly or as member of consortium.
- 2.3.3 Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be.

2.4 Number of Proposals

Consultant can submit only single proposal.

2.5 Cost of Proposal

The Consultants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Consultants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Consultant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Consultant has:
- a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;

- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Consultant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Consultant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Consultant may lead to the disqualification of the Consultant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Consultant gets disqualified / rejected, then the Authority reserves the right to consider the next best Consultant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Consultants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 **Terms of Reference**
- 2 **Form of Agreement**
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Cost of Services
 - Annex-4: Payment Schedule
 - Annex-5: Bank Guarantee for Performance Security

- 3 **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

- Form 1A: Letter of Proposal
- Form 1B: Formats for Compliance to Eligibility Criteria
- Form 2: Particulars of the Consultant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Consultant
- Form 6: Description of Approach, Methodology, and Work plan
- Form 7: Particulars of Key Personnel
- Form 8: Abstract of Assignments of the Consultant
- Form 9: Assignments of Consultant

- Form 10: CVs of Professional Personnel
- Form 11: Number of Employees
- Form 12: No – Blacklisting Declaration

Appendix–II: Financial Proposal

- Form-1: Covering Letter
- Form-2: Financial Proposal
- Form-3: Breakdown of remuneration

Appendix – III: Service Level Agreements

2.10 Clarifications

- 2.10.1 Consultants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for Appointment of ICT Consultant for Smart City Projects in Bhopal"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Consultants who have purchased the RFP document without identifying the source of queries.

- 2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Consultant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Consultants (who have purchased the RFP document) by e-mail.
- 2.11.2 All such amendments will be notified through e-mail to all Consultants who have purchased the RFP document. The amendments will also be posted on the

Official Website along with the revised RFP containing the amendments and will be binding on all Consultants.

- 2.11.3 In order to afford the Consultants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Consultant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online as well as physically.

2.13.2 The Consultant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Consultant who shall initial each page. In case of printed and published Documents, all the pages shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4 Consultants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in Clause 2.17.1. Consultants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Consultants shall submit the digitally signed technical proposal online at www.mpeproc.gov.in in the formats at Appendix-I (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in clause 1.11 in original on or before the date and time mentioned in clause 1.8.

2.14.2 While submitting the Technical Proposal, the Consultant shall, in particular, ensure that:

- (a) The Bid Security is provided as per the provisions laid down at clause 2.20;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) power of attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (E) of the RFP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Consultant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Key Personnel would be available for the period indicated in the TOR;
- (i) no Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
- (k) the proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Consultant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall include experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.14.7 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-10 of Appendix-I.

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Consultant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Consultant or the Consultant has made material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Consultant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Consultant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 The Financial Proposal shall be submitted online only and digitally signed in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Consultant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Consultant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and inclusive of all other taxes but exclusive of Service Tax & Cess. Service Tax & Cess will be paid by BSCDCL as per the norms defined by Government of India at the time of actual payment. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal.

(iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Consultants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in Clause 1.8. However, the Financial Proposal shall be submitted online only as mentioned in clause 2.15.1. The Consultants shall submit the Technical Proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Consultant as per the terms of this RFP. In case the

Proposals are submitted online and the Consultants are unable to submit the hard copy on or before the date and time mentioned in Clause 1.8 then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Consultant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Consultant.

2.16.3 **Hard Copy Submission:** The original copy of the ‘Technical Proposal’ shall be placed in a sealed envelope clearly marked ‘Technical Proposal’. The envelope marked ‘Technical Proposal’ shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents along with Bid Security as mentioned in Clause 2.20.1.

Online Submission: Digitally Signed scanned copy of “Technical Proposal” shall be uploaded in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents along with Bid Security as mentioned in Clause 2.20.1. Similarly, the original ‘Financial Proposal’ shall be placed in a digitally sealed envelope clearly marked ‘Financial Proposal’ and shall contain the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Consultant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons or Authorised Signatory signing the Proposal.

2.16.5 The completed Proposal must be submitted online on or before the specified time on PDD as per clause 1.8. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the www.mpeproc.gov.in duly digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted on or before the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the PDD as mentioned in clause 1.8 by issuing an Addendum in accordance with Clause 2.11 uniformly for all Consultants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Withdrawal of Proposals

2.19.1 The Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised representative, and including a copy of the authorisation document. The Withdrawal Notice must be:

- a) submitted in accordance with Clause 2.16 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
- b) received by the Authority prior to the deadline prescribed by the Authority for submission of Proposals.

2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to the Consultant.

2.19.3 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Authority to extend the Proposal validity.

2.20 Bid Security

2.20.1 The Consultant shall furnish as part of its Proposal, a bid security of Rs. 20,00,000/- (Rupees Twenty Lakhs only) "**Bid Security**", returnable not later than 90 (ninty) days from date of submission as per clause 1.8 except in case of the two highest ranked Consultants as required in Clause 2.25.1. The Bid Security should be submitted in the form on Demand Draft or Bank Guarantee in the name of CEO, Bhopal Smart City Development Corporation Limited, Bhopal drawn on a scheduled bank with branch in Bhopal.

2.20.2 In the event that the first ranked Consultant commences the assignment as required in Clause 2.30, the second ranked Consultant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD as per clause 1.8. The Selected Consultant's Bid Security shall be returned, upon the Consultant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.5 The Consultant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be

forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Consultant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- b) If an Consultant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Consultant from time to time;
- c) In the case of the Selected Consultant, if the Consultant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- d) In the case of a Selected Consultant, if the Consultant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- e) If the Consultant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

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

- (a) If an Consultant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Consultant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the selected Consultant commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals on the PDD as specified in clause 1.8, at the place and time specified in Clause 1.11 and in the presence of the Consultants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the PDD as per clause 1.8 including any extension thereof pursuant to Clause 2.18;

- c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in Clauses 2.13 and 2.16;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- e) it contains all the information (complete in all respects) as requested in the RFP;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Consultants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Consultants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Consultants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Consultants who choose to be present. The Authority will not entertain any query or clarification from Consultants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Consultants are advised that Selection shall be entirely at the discretion of the Authority. Consultants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Consultant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Consultants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Consultant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this

purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Consultant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Consultant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 The Selected Consultant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Consultant with a better candidate to the satisfaction of the Authority. In case the Selected Consultant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Consultant as the Selected Consultant and invite it for negotiations.

2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Consultant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Consultant for substitution of Key Personnel as the ranking of the Consultant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health or employee leaving the organisation. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 5% (five per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.28 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Consultant and the Selected Consultant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Consultant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Consultant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Consultant to acknowledge the LOA, and the next highest ranking Consultant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Consultant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Consultant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services at the Project site within 14 (fourteen) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Consultant for negotiations. In such an event, the Bid Security of the first ranked Consultant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.5.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Consultant to the Authority shall remain or become the property of the Authority. Consultants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Consultant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Consultants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T). Consultant can also provide experience of its network firms in the proposal.

3.1.2 Each Key Personnel must score a minimum of 70% (seventy per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks or any two of the remaining Key Personnel score less than 70% (seventy per cent) marks. In case the Selected Consultant has one Key Personnel, other than the Project Manager, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S.No	Evaluation Criteria	Maximum Score	Min. Cut-off
A	<p>PAST EXPERIENCE OF THE FIRM</p> <p>Kindly provide all citations for each category in the format as provided in Appendix 1 along with the copy of following:</p> <ul style="list-style-type: none"> - Work order / agreement (in case of ongoing projects) - Work order / agreement and certificate of completion (in case of completed projects). <p>The key parameters for evaluation should be highlighted in the work.</p> <p>Consultant can also provide experience of its network firms as well for credentials of past experience.</p> <p>Some of the parameters for evaluating the previous experience would include:</p> <p>Number of Projects Type of Client Total Value of Project. Project Scope coverage. Relevance to the assignment etc.</p>	30	21
A. 1.	<p>Experience in providing e-governance Consulting of value of minimum INR 1Cr for Municipal Corporations / ULB within the last 5 years. (Maximum three credentials with 2.5 Marks per project).</p>	7.5	5.5
A. 2.	<p>Experience in Smart City projects awarded within the last 3 years. (Maximum five credentials 2 marks per project).</p> <p>Additional 2.5 marks for one experience of ICT PMC for top 20 cities or International Smart City project.</p>	12.5	8.5

A. 3.	<p>Experience in providing Project Management support services for managing & monitoring large e-Governance projects for Central Government/ State Government/ PSU/ Government bodies of India, with overall programme value greater than INR 100 Crore awarded within the last 10 years (maximum five credentials).</p> <ul style="list-style-type: none"> - 0 – 2 < Credentials – 0 Marks - 2 Credentials – 4 Marks - 3 Credentials – 6 Marks - 4 Credentials – 8 Marks - 5 Credentials – 10 Marks 	10	7
B	<p>RESOURCE ASSESMENT (Proposed Team)</p> <p>Note:</p> <ul style="list-style-type: none"> - Educational Qualification (15% Marks) - Number of years of experience (15% Marks) - Experience relevant to requirements under terms of reference (70% Marks) 	30	21
B. 1.	Project Manager (15 Marks)	15	10.5
B. 2.	Senior Strategy Lead (8 Marks)	8	5.5
B. 3.	Smart City Expert (7 Marks)	7	5.0
	The details on these resources should be provided as per the format provided in Form – 10 of Appendix - I along with copies of certification if any.		
C	APPROACH, METHODOLOGY AND WORKPLAN PROPOSED FOR THE PROJECT	40	28

C. 1.	<p>Proposed approach, methodology and work plan based on the understanding of scope of the project. (20 Marks)</p> <p>Some of the parameters to be evaluated shall include:</p> <p>Bidders must state in details the components / services (with functionality) in its scope that are required for a world class smart city and are supplementary to those stated in this RFP.</p> <p>Bidders must submit, an approach and methodology document by naming two cities that will be emulated for formulation of baseline report.</p> <p>Along with bid bidder must submit sample documents (as templates) in respect of documents to be delivered by Consultant for all the stages of project life cycle as described at TOR of this RFP and documents that are otherwise needed during various stages of execution of various towers of project in reference.</p> <p>Additional marks will be given for smart city innovative models.</p>	20	14
C. 2.	<p>Technical Presentation of approach, methodology and work plan based on the understanding of scope of the project. (20 Marks)</p> <p>Consultant to make a presentation on highlighting their understanding on the project based on the</p> <ul style="list-style-type: none"> • requirements / scope of work, • staff deployment plans, • draft project plan, • draft IT Strategy Approach • proposed relevant key ICT Initiatives • potential business models • any city diagnostic toolkit 	20	14
	TOTAL SCORE	100	70

3.2 Short-listing of Consultants

Of the Consultants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Consultants is less than two, the Authority may, in its sole discretion, pre-qualify the Consultant(s) whose technical score is

less than 70 (seventy) points even if such Consultant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Consultants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) as specified in clause 3.3.3.
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form -2 of Appendix-II, will be considered.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.80** and **0.20** respectively.

- 3.4.2 The Selected Consultant shall be the first ranked Consultant (having the highest combined score). The second ranked Consultant shall be kept in reserve and may be invited for negotiations in case the first ranked Consultant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Consultants 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 Authority shall reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or

through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Consultant’s Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Consultant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Consultant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Consultant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Consultants shall be convened at the designated date, time and place. Only those Consultants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Consultant shall be allowed to participate on production of an authority letter from the Consultant.
- 5.2 During the course of Pre-Proposal Conference, the Consultants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Consultant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Consultant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Consultant.
- 6.3 It shall be deemed that by submitting the Proposal, the Consultant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights

and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.4 All documents and other information supplied by the Authority or submitted by an Consultant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Consultants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Consultants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.3)

Consultancy Services for
Appointment of ICT Consultant for Smart City Projects in Bhopal

Terms of Reference (TOR)

1. Background

Bhopal is among the first 20 cities selected in first round of smart cities challenge under Government of India's (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP). In this context, Bhopal has incorporated a special purpose vehicle (SPV) – Bhopal Smart City Development Corporation Limited (BSCDCL) (the "Authority") to plan, design, implement, coordinate and monitor the smart city projects in Bhopal. BSCDCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Madhya Pradesh Urban Development Company Limited (MPUDCL) on behalf of Government of Madhya Pradesh (GoMP) and Bhopal Municipal Corporation (BMC).

Bhopal's proposal for the Appointment of ICT Consultant for Smart City Projects includes activities like creation of IT Strategy & Roadmap Document for Bhopal Smart City, IT Strategy Roadmap Implementation Support and overall ICT Project Management Unit (PMU). First and Second track will function in sequence but third track will start from very first day along with first track. These three tracks will be managed by a single Project Manager. Scope of work of all the three tracks are bit different to each other and unique in nature. Scope of work for IT Strategy track mainly about doing the required study and analysis and coming up with the IT Strategy and Roadmap Document which will highlight the key IT Initiative to be undertaken in next 5 years to make Bhopal a successful smart city. In case of the second track which is support for IT Roadmap; Consultant will need all the needful to get these initiatives started for Bhopal Smart City like DPR, Bid Process Management and assistance in Vendor On boarding with assistance in Contract preparation.

BSCDCL has already awarded contract for implementation of Pan City Smart Poles Implementation, Pan City Public Bike Sharing, Pan City Intelligent Transport System and Pan City GIS Mapping System to various vendors. Brief summary of these initiatives is being provided in the end of this section. Consultant will be required to study ICT components of these initiatives and start project management activities for these ICT components of initiatives as per the project timelines mentioned in TOR.

BSCDCL has received funds from GoI and GoMP for the development of smart city in Bhopal. BSCDCL intends to apply part of this fund for said consultancy services. Pursuant to above, BSCDCL now invites eligible global consulting entity to provide consultancy services for IT Strategy and Roadmap, Detailed Project Reports (DPRs), RFP Preparation, Bid Process Management and Project Management of ICT Initiatives.

Overview of the Bhopal Smart City Project

- Population – 2371061 (Census, 2011)
- Municipal Area – 450 sq km
- Literacy – 85% +

Bhopal's economy is driven primarily by cotton, electrical goods, Jewellery and chemical industry. Over 1200 MSMEs are currently existent in Bhopal. Tourism is also a thriving industry with several tourist spots such as UNESCO heritage site, lakes etc. open for tourists. Bhopal is strategically placed at the centre of India with good rail, road and air connectivity. This is a basic criteria required to attract investment and business. City has more than 1200 MSMEs. High investments exist in electrical machinery and transport equipment business. Being the state capital, the city attracts high investments and special attention from the government as it drives regional economy. Its proximity to Mumbai also improves access to the financial capital of India. Bhopal is home to some of the most renowned institutions of national repute. Bhopal is popularly known as the city of lakes with fourteen lakes making it a tourist attraction. The plenty of heritage buildings and centres for art and culture such as Bharat Bhavan or National Museum of Man, tourism is a major attraction in Bhopal.

Insufficient core infrastructure especially in the domain of sanitation and waste management is a major concern leading to cleanliness issues. Bhopal is spreading fast beyond its planning area. Currently, population of 2 mn is spread across of 450 sqkms of municipal area and planning area of 800 sq. km. unplanned sprawl is posing serious challenges to infrastructure sustainability. Travel demands are rising rapidly. Very high growth rate of vehicular population and fewer modes of local transport with lesser coverage area are leading to congestion. Lesser employment opportunities for graduating students are forcing them to seek employment outside the city. So while the city supports education, it does not derive complete benefits of talent development. 75% of the population in LIG and EWS Category, while 35% of the population living in slums and lacks social development

Vision for the Project

Bhopal has several strengths that can leveraged in the smart city planning that will enable new channels for socio-economic expansion. Bhopal should continue to build on its green image and reflect principles of sustainability through holistic planning, mix-density development and green-space conservation. While major investments are already being made in water, sanitation and transportation infrastructure, planning should make use of these investments to create next level of smart, efficient and citizen friendly simplified Governance. Bhopal offers greater opportunities for education, employment and relaxation. Efficient and intelligent technology holds the answer to creating an environmentally sustainable city. Based on this, the vision for Bhopal has been formulated as:

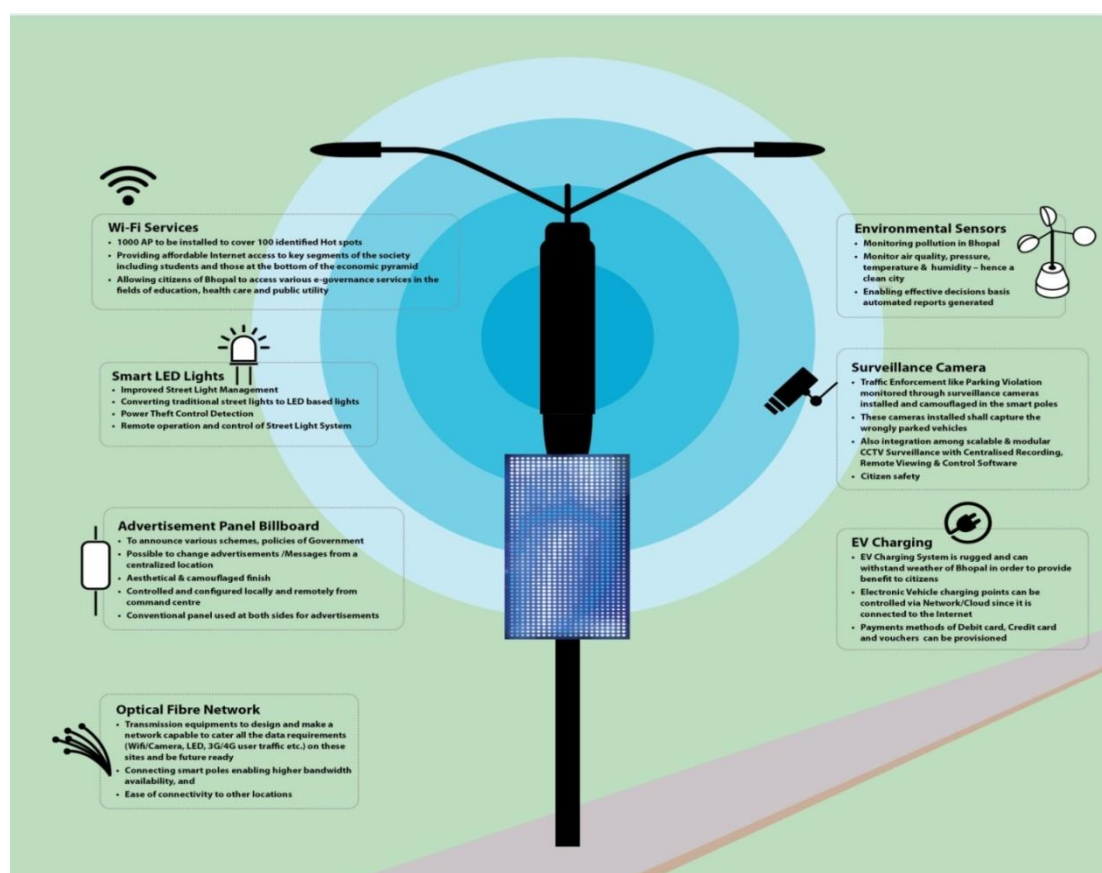
“Transforming Bhopal, a City of Lakes, Tradition & Heritage into a leading destination for Smart, Connected and Eco Friendly communities focused on Education, Research, Entrepreneurship and Tourism”

Economic competitiveness, support for existing communities and improved transport conditions are the liveability aspects which the city aspires to improve through its vision. The city plans to work towards its goals using sustainable models of growth – financially and environmentally.

Pan City Solutions - Intelligent Street Lights:

Intelligent street pole project for implementing Smart city pan city project in Bhopal under PPP on BOOT model. Key Features of the Project

- Implementation of Intelligent Poles with energy efficient LED Street Lights
- Implementation of Wi-Fi services for the city
- Implementation of Surveillance cameras for safety and security
- Implementation of Environmental Sensors for quality, temperature, humidity
- Implementation of Electronic Vehicle charging points to promote use of electronic vehicles in the city
- Implementation of Mobile based application with functionality of SoS
- Implementation of Centralizes Command and Control centre for monitoring the implementation of smart solutions
- Implementation of Optical fibre for better bandwidth to the Wi-Fi users/providing backhaul to telecom operators



Note: This information is provided in order to provide background of the initiatives already undertaken by BSCDCL

Pan City Solutions - Public Bike Sharing:

Key features of the project are:

- 500 Light weight modern Cycles at 50 fully Automated Bicycles Stations to be launched in First Phase across the city.
- Operations of each station are communicated to the Central Control System by the station attendants using card verification devices.
- The Cycle sharing system will also be integrated with the fare collection system of the BRT system through the ITS system.
- Users will be able to access the bicycles via their smart phone or smart card.



Note: This information is provided in order to provide background of the initiatives already undertaken by BSCDCL

Pan City Solutions - Intelligent Transport System:

Key features of the project are:

- All 225 buses equipped with GPS based Automatic Vehicle Location System (AVLS) connected with Central Control and Command Center.
- Real time tracking and monitoring of Bus Operations.
- 16 Ft X 6 Ft Video Wall comprising of 08 Nos. of High Resolution LED Panels.
- Bus Stops are connected with Command Center reflecting Expected Time of Arrival (ETA) on Passenger Information System (PIS)
- All the buses are equipped with 04 Nos. of PIS in buses and PAS in buses.
 - Destination and Next Bus Stop information
 - Public Messages and announcement.
- In next phase, integration of BRTS Corridors Traffic Signals with Intelligent Transport System for monitoring.



Note: This information is provided in order to provide background of the initiatives already undertaken by BSCDCL

Pan City Solutions - City Level GIS:

Key features of the project are:

- Citizen portal - Map visualization module, Query module, location based information module, education, health services, public feedback, transport, cultural and community events.
- Emergency response.
- Integrated command centre
- Planning and DSS - Solar energy, Solid waste management, Transport.
- Security and surveillance.
- Property and other taxes

Stage One



Facilities

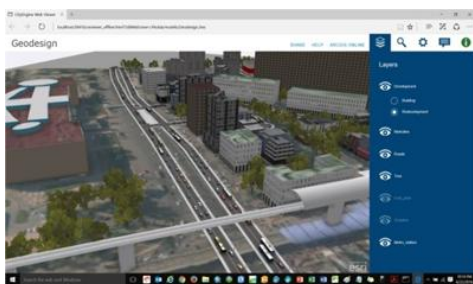


Near by places



Driving Directions

Stage Two



Transport Planning and Analysis



Incident Analysis



Urban Planning and Analysis

Note: This information is provided in order to provide background of the initiatives already undertaken by BSCDCL

2. Objective

The core objective of the assignment is to support BSCDL to develop the IT Strategy and Roadmap, Detailed Project Reports (DPRs) of key ICT Initiatives, RFP Preparation of key ICT Initiatives, Bid Process Management of key ICT Initiatives and Project Management of Intelligent Poles Project.

The Consultant shall do so by means of providing strategic, advisory, liaising, consultancy and project management services to support Client in planning, designing, implementing and monitoring ICT projects under the Bhopal smart city proposal.

The Consultant should also budget for provisioning of additional manpower support for any other ICT initiative envisaged in future by BSCDCL during the project duration (eg. Parking Management and Guidance System, Waste Disposal & Management System, Intelligent metering, etc.)

3. Scope of Work

The scope of work for the consulting agency is defined with reference to the set of services which need to be taken up under the Project. The scope of the work is divided in three different tracks. Please find below the table explaining all three tracks:

Parameters	Track I	Track II	Track III
Name of the Track	IT Strategy	IT Roadmap Implementation Support	Project Management Support (ICT PMU) for Intelligent Poles Project
High level Scope	<ul style="list-style-type: none"> o AS – IS Analysis of current ICT setup and Business Process Re-engineering (BPR) Study o Identification of future key initiatives o Information Technology Roadmap & IT Strategy Document 	<p>Phase I:</p> <ul style="list-style-type: none"> o Detailed Project Report (DPRs), RFP Preparation, Bid Process Management and assistance in Contract Preparation of Smart City C&C Centre o Detailed Project Report (DPRs), RFP Preparation, Bid Process Management and assistance in Contract Preparation of SI. <p>Phase II:</p> <ul style="list-style-type: none"> o Detailed Project Report (DPRs), RFP Preparation, Bid Process Management and assistance in Contract Preparation of Key ICT initiatives as identified in IT Strategy Roadmap Document. 	<ul style="list-style-type: none"> o Project Inception o Ongoing Project Management Support for ICT components of the initiative pan city Smart Pole Implementation and the initiatives identified / mentioned as part of the Track I, and Track II. - Align with various stakeholders, implementing agencies, other government departments, consultants, etc., - Monthly / Quarterly Progress Report, SLA, Implementation Progress , Other AD-HOC Reports using Project Management Tool - Assistance in Project Review Meetings - Define and maintain Project Progress dashboard - Assist in Billing / Invoicing Management of the ICT projects - Maintain and Manage Risk & Issue Tracker for the ongoing projects

<p>Expected Starting Day</p>	<p>14 days after the Signing the Contract Agreement</p>	<p>Phase I: 14 days after the Signing the Contract Agreement. Phase II: After the approval of IT Strategy Document with Roadmap</p>	<p>14 days after the Signing the Contract Agreement</p>
<p>Key Deliverables</p>	<p>1 - IT Strategy Document with Roadmap (with key ICT Initiatives and timelines to be undertaken by BSCDCL in near future)</p>	<p>Phase I: 1 - Detailed Project Report (DPR) for Smart City C&C Center 2 - RFP for Vendor Onboarding for Smart City C&C Center 3 - Bid Process Management & Vendor Selection for Smart City C&C Center 4 - Assistance in Vendor Contract Preparation for Smart City C&C Center 5 - Detailed Project Report (DPR) for SI 6 - RFP for Vendor Onboarding for SI 7 - Bid Process Management & Vendor Selection for SI 8 - Assistance in Vendor Contract Preparation for SI Phase II: 1 - Detailed Project Report (DPRs) of identified key ICT Initiatives as per IT Strategy Roadmap 2 - RFP for Vendor Onboarding of identified key ICT Initiatives as per IT Strategy Roadmap 3 - Bid Process Management & Vendor Selection of identified key ICT Initiatives as per IT Strategy Roadmap 4 - Assistance in Vendor Contract Preparation of</p>	<p>1 - Monthly Progress Report 2 - Quarterly Progress Report</p>

		identified key ICT Initiatives as per IT Strategy Roadmap	
Key Focus Point	<p>1- Above mentioned deliverables are to be approved by BSCDCL, and then handed over to team of Track II i.e. IT Roadmap Implementation Support Team for future actions</p> <p>2- This Track will finally culminate into Track II of this project as mentioned in this RFP.</p>	<p>1 - Above mentioned deliverables are to be approved by BSCDCL, and then handed over to team of Track III i.e. Project Management Support Team for future actions.</p> <p>2 - Then this project will be added as part of the Project Management Support team's scope for regular and ongoing Project Management Support activities.</p> <p>3- This Track will finally culminate into Track III of this project as mentioned in this RFP.</p>	<p>1 - Above mentioned deliverables are to be approved by BSCDCL</p> <p>2 – ICT PMU will start project management activities for ICT components of various ongoing initiatives from the beginning</p>

The details on the above aspects of scope of work are covered subsequently.

Note: *The structure of the report/deliverable should be finalised by the consulting agency with client before the commencement of the concerned deliverable. There may be instances where BSCDCL, as part of the scope of this assignment, will ask Consultant to provide additional support, and advisory for any of the ICT related initiatives of BMC or any other government body which may directly or indirectly linked to Smart City Mission.*

Track I: IT Strategy

Track I of the project shall involve the formation of Information Technology (IT) Strategy for BSCDCL based on the Smart City Proposal submitted by Bhopal and in-line with aforementioned Smart Components as part of stage-2 in Smart City Challenge including discussions with the key stakeholders. The details on various tasks under this phase is given below:

3.1.1. AS – IS Study of current ICT Setup

The Consultant shall prepare the AS – IS Analysis Report which will be based on the following activities:

- Study of the current and ongoing ICT projects and infrastructure available with BSCDCL, BMC, Bhopal Collectorate, and other local Government agencies involved in the Smart city project
- Interact with various existing vendor and understand their plan of deployment
- Carry out Business Process Re-engineering (BPR) Study wherever applicable and required

3.1.2. Identification of future key initiatives

The Consultant shall identify key future initiatives which will be based on the following activities:

- Interaction with key various stakeholders and understanding the requirements
- Study the best practices followed in various smart cities (both Indian and Global)
- Feasibility Study of the various initiatives (like Parking Management and Guidance System - PMGS)
- Need assessment of various initiatives (like PMGS)
- Business Process Re-engineering (BPR) Study
- Ranking of the various initiatives to give the top 5 key initiatives in relevance with Bhopal Smart City.

3.1.3. Information Technology Roadmap & IT Strategy

The Consultant shall prepare Information Technology Roadmap & IT Strategy Document which will be based on the following activities:

- Interaction with key various stakeholders and understanding the requirements
- Inputs from the previous studies done as mentioned in clause 3.1.1 & 3.1.2 of section 2.

Deliverable:

A detailed ***“IT Strategy Document with Roadmap”*** that will clearly delineate hypothesis / understanding around following areas:

- AS – IS of current ICT Setup
- Identified key IT Initiatives
- Key focus areas for IT Initiatives
- Tentative costing of the proposed solutions
- Overall technical and infrastructure requirements
- Roadmap for next 5 years, defining the timeline of each IT Initiative (starting from beginning of DPR, RFP Preparation, Bid Evaluation, Onboarding of Vendor, Implementation Start and End Date, Project Go – Live)
- Business Model to be adopted for each IT Initiative

3.2. Track II: IT Roadmap Implementation Support

This is the second track of scope of work. In this track Consultant will be required to create Detailed Project Reports (DPRs), RFP, Bid Process management as a support for the implementation of approved IT Roadmap. Consultant will be required to

execute this track in two phases. Phase I – Consultant will be doing aforementioned activities for the already identified initiatives like Smart City Command and Control (C&C) Center and Smart City System Integrator. This will be started from the very first day of project commencement. Phase II – Consultant will do aforementioned activities for the identified key ICT initiatives based on the IT Strategy and Roadmap Document approved by BSCDCL and priorities defined by BSCDCL. This phase will start after approval of the IT Strategy and Roadmap Document (as mentioned in Track I). Details of both the phases of this track is given below.

Phase I

3.2.1. Smart City Command and Control (C&C) Centre

Consultant will be required to understand the requirements of BSCDCL in terms of developing centralized Smart City C&C. In this Consultant will perform the required study to define the design and architecture of the Smart City C&C Center. Smart City C&C Center will be required to do centralized monitoring & decision making related to Network and Security Management Solution, Centralized System Security Solution, Core Computing and Data Processing infrastructure, integration with Third party Shared Services (if applicable), Managed hosted Data Center (DC) and Private Cloud based Disaster Recovery (DR). Smart City C&C Center will be required to do the real-time monitoring of the day today execution of all the ICT projects after their Go-Live has happened. Consultant will be required to study the existing C&C established for various existing solutions like Smart Pole, Intelligent Transportation System, etc. C&C plan created by consultant should incorporate ways of seamless integration with all the existing or pre-planned C&C for other solutions. Consultant will perform the following:

- Study of current infrastructure of various implementing agencies (IAs).
- Requirement Analysis of the Smart City C&C Center from where all the projects will be monitored in real time basis.
- Study on the ways to do the integration of various other command centres to central Smart City C&C Center.
- Design of the Smart City C&C Center
- Development Plan of the Smart City C&C Center
- Prepare the Detailed Project Report (DPR) of the Smart City C&C Center
- Assist in preparation and publishing of RFP for vendor onboarding of the same
- Assist department in Bid Process Management of the above mentioned RFP
- Assist in Contract Preparation for onboarding the selected Vendor

Deliverables: Below is the list of desired Deliverables from this:

- Detailed Project Report (as per the deliverable definition provided in section 3.2.3 of TOR)
- RFP for Vendor Onboarding (as per the deliverable definition provided in section 3.2.4 of TOR)
- Bid Process Management & Vendor Selection (as per the deliverable definition provided in section 3.2.5 of TOR)

- Assistance in Vendor Contract Preparation (as per the deliverable definition provided in section 3.2.6 of TOR)

3.2.2. Smart City System Integrator (SI)

Consultant will be required to understand the requirements of BSCDCL in terms of system integration. In this Consultant will perform the required study to define the high level customized architecture or application, integrating it with new or existing hardware, packaged and custom software (if needed), and communications infrastructure. Consultant will be required to do the following:

- Study of current infrastructure of various implementing agencies (IAs).
- Requirement Analysis for SI.
- Study on the ways to do the integration can be done.
- Design of the high level view of SI
- Development Plan for the SI
- Prepare the Detailed Project Report (DPR) of the SI
- Assist in preparation and publishing of RFP for vendor onboarding of the same
- Assist department in Bid Process Management of the above mentioned RFP
- Assist in Contract Preparation for onboarding the selected Vendor

Deliverables: Below is the list of desired Deliverables from this:

- Detailed Project Report (as per the deliverable definition provided in section 3.2.3 of TOR)
- RFP for Vendor Onboarding (as per the deliverable definition provided in section 3.2.4 of TOR)
- Bid Process Management & Vendor Selection (as per the deliverable definition provided in section 3.2.5 of TOR)
- Assistance in Vendor Contract Preparation (as per the deliverable definition provided in section 3.2.6 of TOR)

Phase II

3.2.3. Detailed Project Report

Based on the approved "IT Strategy & Roadmap Document" as mentioned in Clause 3.1 of TOR and Smart City Proposal submitted by Bhopal in-line with the aforementioned Smart Components and the discussions/interviews/workshops with the key stakeholders including officials in BSCDCL the consulting agency shall prepare the "Detailed Project Reports" covering all the aspects of the identified key IT initiative. Consultant is required to undertake following for preparation of detailed project report:

- All the DPRs are to be completed within year 1 after approval of IT Strategy & Roadmap Document.
- Study IT Strategy & Roadmap Document approved by BSCDCL.

- Study Smart City Proposal submitted by Bhopal, all applicable and relevant guidelines, rules and regulations
- All necessary surveys required for preparation of DPR should be carried out by the Consultant
- While preparing the DPRs, the Cyber Security Model framework circulated vide Ministry of Urban Development's OM No. K-15016/61/2016-SC-I dated 20th May 2016 should be incorporated.
- Recommended most optimal solution supported with detailed analysis along with details of technical and financial parameters
- Decide the detailed architecture and the requirement of software and other project components
- Cost analysis and preparation of budget for the identified ICT project proposal
- Recommend application areas for the entire city, along with recommended phasing of implementation
- Prepare complete technical specifications and Bill of Quantities
- Suggest technology options with SWOT analysis of each option, life of equipment suggested to be installed, location of application of each of those, cost of replacement, capital cost and operation cost; Equipment to be chosen such that they can be integrated and upgraded in future.
- Market survey for the identification of the prospective operators / implementing agencies, suppliers of recommended equipment (at least 3 suppliers for each type of equipment).
- Social and Environmental Impact Assessment Study for the recommended solutions, if those would have any Social and Environmental Impact to be submitted in form of a separate chapter in the DPR
- Identifying and listing the requirements of all the statutory clearances/approvals required for setting up the project.
- Submit a comprehensive report and modify the report incorporating the suggestions of BSCDCL, with the above descriptions
- Assist BSCDCL in documentation for stakeholder consultation and also in presentations related to the project.

Deliverable:

The "Detailed Project Report" shall cover the following key aspects of the project:

- Objective of the Project and the overall outcomes
- Key Stakeholders and their expectations
- Current State Assessment
 - People
 - Process
 - Technology
 - Key policies, rules & regulations
- To-Be Scenario
 - Re-engineered process details and flows.
 - Technology recommendations.
 - Overall Solution Architecture
 - Deployment Model
 - Deployment Architecture and Specifications for:

- ✓ Data centre / Disaster recovery centre /Business Continuity Planning
- ✓ Secure Networks
- ✓ Information Systems Security
- ✓ Interfaces with external systems
- ICT Infrastructure requirements along with the specifications
 - ✓ Software (COTS / Be-spoke)
 - ✓ Hardware (servers, storage etc)
 - ✓ Security components
- Service Levels identification
- Detailed Functional & Technical Requirement Specifications
- Market Potential
 - ✓ Vendors available in the market for the proposed ICT project
- Governance & Implementation structure
- Project Roll-out and Implementation Plan
 - ✓ Project implementation plan
 - ✓ Change Management Plan
 - ✓ Capacity Building Plan
 - ✓ Risk Assessment and Mitigation Plan
 - ✓ Sustainability Plan
- Project Plan
 - ✓ Prioritization Framework
 - ✓ Functional Phasing of the project components
 - ✓ Project timelines and deliverables
- Budgetary Estimates
 - ✓ Detailed budgetary estimates for all components of the project.
 - ✓ Phase wise project cost indicating capital and operation cost

3.2.4. Preparation of Request for Proposal (RFP)

Based on the Detailed Project Report as approved by BSCDCL, the consulting agency needs to prepare the RFP for the appointment of the IA (implementing Agency) for implementing the identified key IT initiative of the approved IT Strategy & Roadmap Document. While preparing the RFPs, the Cyber Security Model framework circulated vide Ministry of Urban Development's OM No. K-15016/61/2016-SC-I dated 20th May 2016 should be incorporated. Based on model RFP prepared by DietY, the broad Scope of Work will include:

- Preparation of DPR – if applicable
- Carrying out Business Process re-engineering (BPR)
- Development of Technical Requirements and Solution Design
- Bid Process Management (Including RFP Preparation) – if applicable
- Project Management and Change Management Support
- User Acceptance Testing (UAT) Management
- Third Party Assessment (TPA)

Deliverable:

The “**Request for Proposal**” shall be based on the procurement guidelines of Government of Madhya Pradesh and shall cover the following indicative aspects:

- Objective of the Project
- Scope of Work & Deliverables
- Project Timelines
- Contractual conditions
- Payment Terms
- Service Levels

The suggestions of the key stakeholders of BSCDCL on the RFP shall be incorporated by the consulting agency and the revised version has to be submitted accordingly.

3.2.5. Bid Process Management

Once the RFP for appointment of Implementing Agency for ICT project is approved by BSCDCL, the consulting agency shall provide support to BSCDCL in conducting the various activities for Bid Process Management. The list of various activities are:

- Preparation of newspaper advertisement for the RFP.
- Assist in pre-bid meeting
- Assist in preparing responses to the queries of the bidders.
- Assist in preparation of technical & financial evaluate templates.
- Assist technical evaluation committee in bid evaluation process

Deliverables:

- Newspaper advertisement
- Response to queries of bidders
- Technical & financial evaluation template & report

3.2.6. Contract Preparation

The consulting agency shall also prepare the draft contract/service agreement to be signed by BSCDCL with the appointed Implementing Agency for the ICT project.

Deliverable:

The “***Contract for Implementation of Identified Key IT Initiative***” shall be based on the RFP, corrigenda, proposal etc and shall include the following indicative aspects:

- Form of contract
- General conditions of contract
- Special conditions of contract
- Schedule for terms of reference
- Schedule of prices & payments
- Service Levels
- Other aspects of the project

The suggestions of the key stakeholders of BSCDCL on the “Contract for Implementation” shall be incorporated by the consulting agency and the revised version needs to be submitted accordingly.

3.3. Track III: Project Management Support (ICT PMU) for Intelligent Poles Project

Track III of the project shall involve the Project Management of the Lighthouse Project of the Bhopal Smart City that is Intelligent Poles. The project deployment time period is 9 months and the consultant is expected to do a detailed project and quality check of the deployment, compliance with Proposal and revenue model agreed. This track would also include any new ICT initiative that will be identified & approved under Track I and Track II. The details on various subtasks under this phase is given below:

3.3.1. Project Inception

The Consultant shall prepare an Inception Report which shall comprise of the following:

- Project appreciation, including understanding of assignment
- Detailed methodology to meet the requirements of the TOR; including scheduling of various activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation
- Task Assignment and manning schedule indicating team and man power commitment.
- Performa for data collection for various surveys/studies;

Deliverable:

A detailed ***“Project Inception Report”*** that will clearly delineate hypothesis / understanding around following areas:

- Detailed approach and methodology of the overall assignment
- Initial stakeholder assessment.
- Key focus areas for Project
- Tentative solution portfolio
- Overall project governance structure
- Communication and Reporting mechanism
- Change Management Mechanism
- Detailed Project Plan along with resource names, tasks etc.

3.3.2. Ongoing Project Management Support

Once the Inception Report (as mentioned in section 3.3.1) is submitted and approved by BSCDCL, the consulting agency shall provide the required support to BSCDCL in monitoring, supervising & managing the various activities to be conducted by the current IA for Intelligent Poles Project. In future projects identified and approved in Track I and Track II will also fall in the scope of the consultant for PMC.

The Project Management activities herein would broadly include the following:

- Coordinate with the stakeholders of the project to ensure smooth implementation & monitoring of the ICT Projects
- Providing strategic advice to BSCDCL on various identified key ICT projects.
- Assist BSCDCL in escalating, tracking the resolution and follow up with the IA for the issues and problems / grievances raised by the stakeholders of various ICT projects.

- Review and assist BSCDCL in the appraisal of project plans, FRS, SRS reports, design document etc. as submitted by the IA.
- Review and assist BSCDCL in the appraisal of the prototypes developed by the IA.
- Escalate Technical & Functional issues to BSCDCL on any delay in achievement of milestones by IA & assist in timely resolution of the issues
- Support BSCDCL in preparation of Change Request for various ICT projects, if required as per the defined Change Management Mechanism.
- Regular review of the SLAs; preparation and analysis of SLA deviation statements based on the SLAs defined in the contract.
- Escalation of SLA reports and associated issues to BSCDCL
- Assist BSCDCL in reviewing the payment to be made to the IA as per the payment schedule defined in their contract. The payment to be made would be derived based on the performance of the vendor on the SLAs defined, penalty if applicable and other terms & conditions as defined in the contract.
- Oversee the change management activities being carried out by the IA.
- Support BSCDCL in giving sign-offs to the deliverables submitted by the IA.
- Provide regular support to BSCDCL for brainstorming discussions on improvement of various ICT projects with officers of BSCDCL & other stakeholders.
- Provide support to BSCDCL during regular interaction with the stakeholders and support BSCDCL in preparation of monthly reports / Quarterly on functioning of the ICT projects, problems of the stakeholders and gathering of suggestions for improvement of the project.
- Using Project Management Tool to do the required monitoring and reporting of the projects.
- Provide assistance in Project Review Meetings with IA on defined intervals / frequencies.
- Define and maintain Project Progress dashboard at CEO level.
- Assist in Billing / Invoicing Management of the various ICT projects.
- Maintain and Manage Risk & Issue Tracker for the ongoing ICT projects.

Deliverables:

- Monthly Project Progress Reports
- Quarterly Project Progress Reports

4. Team Composition & Qualification Requirements for the Key Personnel

The Consultant shall deploy a multi-disciplinary Project Team for this assignment, consisting of the following key personnel:

S.No	Profile	Number	Key Profile	CV to be Submitted
1	Project Manager	01	Yes	Yes
2	Senior Strategy Lead	01	Yes	Yes
3	Smart City Expert	01	Yes	Yes
4	BPR Expert	01	No	No
5	Strategy Support	01	No	No
6	Bid Process Management Expert	01	No	No
7	e-Governance Expert	01	No	No
8	Project Management Support	02	No	No
9	Smart Street Light Expert	01	No	No

There are total 9 different kinds of profiles mentioned in the above table, out of which 3 profiles are key profiles for which Consultant is required to submit the CV of the team member capturing details as per Form 7 of Annexure 1 of this RFP at the time of proposal submission.

The list of Key Profiles are:

- Project Manager
- Senior Strategy Expert
- Smart City Expert

Qualification Criteria of Key Profiles

- o Project Manager :
 - ✓ should be responsible for complete project
 - ✓ should be MBA/PGDBM
 - ✓ should have atleast overall 15 years of experience
 - ✓ should have experience of atleast 4 smart city projects in India including extensive exposure
 - ✓ should be able to demonstrate in-depth knowledge of India Smart City Mission and other Gol program, knowledge of Bhopal smart city proposal
 - ✓ should have experience of managing atleast 1 smart city PMC
 - ✓ should have extensive experience in ICT Master Planning, Sustainable Infrastructure Solutions, Project Management, Project Feasibilities.
 - ✓ should have experience of strategic consulting on e-Governance Projects and Infrastructure projects.
 - ✓ should have experience in preparation of DPR, RFP, bid process management and providing project management support for IT projects for Central/State government of India

- o Senior Strategy Lead:
 - ✓ should be Post Graduate Diploma
 - ✓ should have atleast 12 years of experience with atleast 10 of years of relevant experience of projects in India / Globally.
 - ✓ should have experience of Government Processes, e-Tendering, e-Procurement, Program Management, Business Process Re-engineering
 - ✓ should have experience of managing and working on the atleast 3 ICT consulting projects of Central/State Government of India.
 - ✓ should have experience of atleast 3 international projects for Government bodies

- o Smart City Expert :
 - ✓ should be MBA/ PGDBM and B.Tech /B.E.
 - ✓ should have atleast 10 years of experience with atleast 5 years of relevant experience of projects
 - ✓ should have experience of atleast 2 projects of Central/State Government of India
 - ✓ should have experience in atleast 1 Smart City related project in India
 - ✓ should have experience of working on the IT projects of Central/State Government of India.
 - ✓ should have experience in preparation of DPR, RFP, bid process management and providing project management support for IT projects for Central/State government of India.

Note:

- All Key Resource will be interviewed by BSCDCL on the date of presentation.
- Team composition provided will support tasks mentioned for all the tracks based on the requirements and the project plan.
- Team members have to be present in the premises of BSCDCL based on the requirements, meetings and plan as agreed by BSCDCL.
- The Consultant will ensure that in the event of change of project resources during the course of the project, prior intimation to the BSCDCL and suitable knowledge transfer takes place. Also the replacement of the resource should be of higher or similar skill-set, experience level and shall need to be approved by BSCDCL.
- The leaves of the employees of the selected bidder deployed full time for the project shall be as per the policy of BSCDCL. Also if the deployed resource of the appointed consulting agency is on leave other than the leaves as per the BSCDCL policy, then the bidder shall provide a substitute resource with higher or similar skill-set and experience level. The appointed bidder needs to inform the same to BSCDCL well in advance.

5. Deliverables, and Time Duration

During project the Consultant shall submit the deliverables as mentioned below as per the timelines mentioned below.

The total duration of the Project shall be 36 (thirty six) months. The Authority may provide multiple extensions to the Consultant on the same terms and conditions under original agreement. After initial term of 36 months, consulting rates shall be revised @10% per annum annually during the extensions.

Indicative list of deliverables and timelines for Consultant

S.No.	Milestone / Deliverable	Timelines
Track I: IT Strategy		
1	IT Strategy Document & Roadmap	To+ 24 weeks
Track II: IT Roadmap Implementation Support		
Phase I: For Smart City Command and Control Center and System Integrator		
2	Detailed Project Report (Smart City Command and Control Center)	To + 8 weeks
3	Draft RFP for Vendor Onboarding (Smart City Command and Control Center)	To + 10 weeks
4	Bid Process Management & Vendor Selection (Smart City Command and Control Center)	To + 14 weeks
5	Assistance in Vendor Contract Preparation (Smart City Command and Control Center)	To + 16 weeks
6	Detailed Project Report (System Integrator)	To + 16 weeks
7	Draft RFP for Vendor Onboarding (System Integrator)	To + 18 weeks
8	Bid Process Management & Vendor Selection (System Integrator)	To + 22 weeks
9	Assistance in Vendor Contract Preparation (System Integrator)	To + 24 weeks
Phase II: For IT Strategy identified Key Initiatives		
10	Detailed Project Report	T1+ 8 weeks
11	Draft RFP for Vendor Onboarding	T1+ 10 weeks
12	Bid Process Management & Vendor Selection	T1+ 14 weeks
13	Assistance in Vendor Contract Preparation	T1+ 16 weeks
Track III: Project Management Support (ICT PMC) for Intelligent Poles project		
14	Project Inception Report	To+ 4 weeks
15	1st Monthly Progress Report (Then next Monthly Progress Report will be published 1 month or 4 weeks later than 1 st report; i.e. 2 nd on To+ 10 weeks, 3 rd on To+ 14 weeks and so on)	To+ 6 weeks
16	1st Quarterly Progress Report (Then next Monthly Progress Report will be published 3 months or 12 weeks later than 1 st report; i.e. 2 nd on To+ 26 weeks, 3 rd on To+ 38 weeks and so on)	To+ 14 weeks

Note:

- To is the First day of team onboard (14 days after the date of signing of the

- contract) i.e. start of the project.
- **T₀** is the date of start of Track I, Track II and Track III of the project as intimated by BSCDCL
 - Start date of Track II is 14 days after the approval of IT Strategy and Roadmap Document.
 - **T₁** is the date of start of any Detailed Project Report (DPR) for any of the identified key ICT initiative.
 - **T₁** will be decided based on the mutual agreement of BSCDCL and the Consultant.
 - Initially Track III would be for three years from the date of commencement as intimated by BSCDCL. On need basis BSCDCL, may renew the contract on pro-rata basis at the same terms and conditions. After initial term of 36 months, person-day rates shall be revised@10% per annum annually during the extensions.
 - The timelines provided are for submission of the deliverables and need to be strictly adhered to by the bidders. The bidder is advised to plan the activities in parallel to avoid any delay in the project.
 - The approximate effort for this scope of work estimated by BSCDCL for delivering this project is around 240 man months, but Consultant is required to come up with his plan and effort estimate in the proposal.
 - Track I and Track II encourage consultant to bring additional innovative solutions for BSCDCL.
 - Track III is primarily focused on PMC of Intelligent Poles project initially, then would be required to take care of PMC activities of ICT initiatives as identified and approved in Track I and Track II along with PMC of Intelligent Poles project.
 - In case of any delay more than two (2) weeks in the delivery of Track I, Track II and Track III solely on account of the consulting agency, a penalty of 0.5% of F2 for Track I, 0.5% of F3 for Track II and 0.5% of F4 for Track III for every week of delay (beyond the limit mentioned) may be imposed by BSCDCL.
 - In case the delay is more than four (4) weeks for deliverables, warning may be issued to the Consultant for deficiencies on its part by BSCDCL. Consultant will have to provide clarifications for the deficiencies on its part. If there is no response within twenty two (22) days from the Consultant to BSCDCL then BSCDCL will reserves the right to terminate the Contract altogether without any further notice . However, in case of reasons beyond the control of the Consultant, suitable actions will be taken based on mutual agreement between both the parties.

6. Payment Terms

- **Mobilization Advance:** A mobilization advance of 10% of the contract value shall be payable immediately on submission of Performance Bank Guarantee and signing of the contract/agreement by the service provider. This amount shall be recovered from the balance payment due to service provider.
- **Quarterly Payment System:** Subject to the Service provider meeting all the agreed SLAs and other scope of work points, BSCDCL shall make the payments on an equally divided amount on a **quarterly basis**. These payments shall be based on invoices submitted by the Service Provider along with details on the work done during the quarter and subject to verification and approval by competent authority at BSCDCL.
- The invoices towards the services rendered by the consulting agency shall be submitted to BSCDCL.
- BSCDCL shall release the payments after checking the invoices as per agreement subject to satisfactory performance of the consulting agency on the SLAs and adherence to the other conditions of the RFP.
- The total duration of the Project shall be 36 (thirty six) months. The Authority may provide multiple extensions to the Consultant on the same terms and conditions under original agreement. After initial term of 36 months, person-day rates shall be revised @10% per annum annually during the extensions.

7. Reporting Structure

The consultant shall report to CEO, BSCDCL or a person appointed by the CEO.

8. Facilities to be made available by the authority

The Authority shall provide air-conditioned office space with required furniture i/c internet and Landline telephone facility to the Selected Consultant. All equipment like computers, printers and office stationery etc. shall be borne by the consultants at his own cost.

Authority will also be responsible for providing all the required information for doing any kind of study as per the scope of work as defined in TOR.

SCHEDULE-2
(See Clause 2.1.3)

CONTRACT FOR CONSULTANT'S SERVICES

Project Name Appointment of ICT Consultant Smart City Projects in Bhopal

Contract No. _____

between

[Name of the Authority]

and

[Name of the Consultant]

Dated: _____

CONTENTS

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-Charge
- 1.10 Authorised representatives
- 1.11 Taxes and duties

2. Commencement, Completion and Termination of Agreement

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiry of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

3. Obligations of the Consultant

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Consultant
- 3.5 Insurance to be taken out by the Consultant
- 3.6 Accounting, inspection and auditing
- 3.7 Consultant's actions requiring the Authority's prior approval
- 3.8 Reporting obligations
- 3.9 Documents prepared by the Consultant to be the property of the Authority
- 3.10 Equipment and materials furnished by the Authority
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

4. Consultant's Personnel

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Resident Team Leader and Project Manager

5. Obligations of the Authority

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.4 Payment

6. Payment to the Consultant

- 6.1 Cost estimates and Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

7. Liquidated damages and penalties

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in Services

8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Agreement

9. Settlement of Disputes

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

ANNEXES

- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Cost of Services
- Annex-4: Payment Schedule
- Annex-5: Bank Guarantee for Performance Security

AGREEMENT

Appointment of ICT Consultant for Smart City Projects in Bhopal

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of project development and management consultant for Bhopal smart city (hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” 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) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) Deleted
- (i) “**Government**” means the Government of
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (m) “**Personnel**” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (n) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (o) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (p) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete

charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Consortium

The Consortium is not allowed; Hence Consultant may bid as a sole member .

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof,

however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With

respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, 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 actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, and the Personnel of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and the Personnel of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, and the Personnel of them or becomes a part of the public knowledge from a source other than the Consultant, and the Personnel of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and the Personnel of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

- 3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this

Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore]¹;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) any other action that is specified in this Agreement.

3.8 Reporting obligations

¹ This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore.

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-10) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of Key Personnel shall be

permitted subject to reduction of remuneration equal to 5% (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Project Manager

The Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to information

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the information in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses

otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-3 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. (Rupees.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, subject to the Consultant fulfilling the following conditions:

- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-5 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of

due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% of F2 for Track I, 0.5% of F3 for Track II and 0.5% of F4 for Track III for every week of delay may be imposed by BSCDCL, subject to a maximum of 10% (ten per cent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon [Secretary, Department] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Bhopal, Madhya Pradesh where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on

the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Annex-1 Terms of Reference
(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2 Deployment of Key Personnel
(Refer Clause 4.2)

(Reproduce as per Form-7 of Appendix-I)

Annex-3 Cost of Services
(Refer Clause 6.1)

(Reproduce as per Form-3 of Appendix-II)

Annex-4 Payment Schedule
(Refer Clause 6.3)

The payment terms for the purpose of this RFP are as mentioned below:

Payment Type	Proposed Date of Invoice	Amount
Mobilisation Advance (10% of the Contract value)		
Payment at the End of Q1 Year1 of Engagement		
Payment at the End of Q2 Year1 of Engagement		
Payment at the End of Q3 Year1 of Engagement		
Payment at the End of Q4 Year1 of Engagement		
Payment at the End of Q1 Year2 of Engagement		
Payment at the End of Q2 Year2 of Engagement		
Payment at the End of Q3 Year2 of Engagement		
Payment at the End of Q4 Year2 of Engagement		
Payment at the End of Q1 Year3 of Engagement		
Payment at the End of Q2 Year3 of Engagement		
Payment at the End of Q3 Year3 of Engagement		
Payment at the End of Q4 Year3 of Engagement		
TOTAL (Fb)		

- Mobilization Advance: A mobilization advance of 10% of the contract value shall be payable immediately on submission of Performance Bank Guarantee and signing of the contract/agreement by the service provider. This amount shall be recovered from the balance payment due to service provider.
- Subject to the Service provider meeting all the agreed SLAs and other scope of work points, BSCDCL shall make the payments on an equally divided amount on a quarterly basis. These payments shall be based on invoices submitted by the Service Provider along with details on the work done during the quarter and subject to verification and approval by competent authority at BSCDCL.
- The invoices towards the services rendered by the consulting agency shall be submitted to BSCDCL.
- BSCDCL shall release the payments after checking the invoices as per agreement subject to satisfactory performance of the consulting agency on the SLAs and adherence to the other conditions of the RFP.
- The total duration of the Project shall be 36 (thirty six) months. The Authority may provide multiple extensions to the Consultant on the same terms and conditions under original agreement. After initial term of 36 months, person-day rates shall be revised @10% per annum annually during the extensions.

(Reproduce as per Form-2 of Appendix-II)

Annex-5 Bank Guarantee for Performance Security
(Refer Clause 7.1.2)

To

[The President of India/Governor of]
acting through
.....
.....
.....

In consideration of Bhopal Smart City Development Corporation Limited acting on behalf of the [President of India/Governor of] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the ICT Consultant for Smart City Projects in Bhopal, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the

said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. lakhs (Rupees lakhs) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date falling 365days after the Bid Due Datespecified in the RFP)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Consultants and concessionaires/contractors:
 - (i) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.
 - (b) Participation of Companies
 - (i) The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

APPENDICES

APPENDIX-I TECHNICAL PROPOSAL

(See Clause 2.1.3)

Form-1A: Letter of Proposal

(On Consultant's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: Appointment of ICT Consultant for Smart City Projects in Bhopal

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as ICT Consultant for Smart City Projects in Bhopal (the "**Consultant**") Project. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Consultants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD as specified in the clause 1.8 of RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule -2 of the RFP. We agree not to seek changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Consultant/ Lead Member)

APPENDIX-I

Form-1B: FORMATS FOR COMPLIANCE TO ELIGIBILITY CRITERIA

CHECK LIST FOR COMPLIANCE TO ELIGIBILITY CRITERIA				
Sl. No	Eligibility Criteria	Proof Required	Check List (Yes / No)	Page Reference
1.	The bidder should be a company registered under the Companies Act, 1956 since last 5 years as on 31 st March 2015.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation / Registration. 	Yes / No	Page No. <<>>
2.	The Bidder should have an annual turnover of atleast INR 50 Crore (Rupees Fifty Crore) from IT consultancy/IT Advisory services in India for each of the last three financial years.	<ul style="list-style-type: none"> • A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder from IT consultancy/IT Advisory services in India, as per the Form - 5 in APPENDIX 1. 	Yes / No	Page No. <<>>
3.	The Bidder should have atleast 100 full-time qualified consultants (for IT consulting projects, e-governance, programme / project management, Smart City projects etc.) as on date of submission of the bid.	<ul style="list-style-type: none"> • Self-Certificate on the letterhead of the bidder signed by Authorised signatory with the bidder's seal and stamp. • As per the Form – 11 in APPENDIX 1. 	Yes / No	Page No. <<>>
4.	As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State of Madhya Pradesh or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India	<ul style="list-style-type: none"> • No - Blacklisting certificate duly signed by authorised signatory. <p>As per the Form – 12 in APPENDIX 1.</p>	Yes / No	Page No. <<>>
5.	The bidder should have submitted the Tender document fee (non-refundable) and the EMD as mentioned in the RFP.	<ul style="list-style-type: none"> • Tender Document Fee: Demand draft or Proof of payment. • EMD: Bank Guarantee / Demand Draft / Banker's Cheque /Fixed deposit. 	Yes / No	Page No. <<>>

APPENDIX-I

Form-2: Particulars of the Consultant

1.1	Title of Consultancy:
1.2	Title of Project:Project
1.3	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Consultant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.4	<p>For the Consultant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Consultant been penalised by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Consultant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p>

	<p>(iv) Has the Consultant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Consultant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Consultant is not eligible for this consultancy assignment.</p>
1.5	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of</p>

APPENDIX-I
Form-3 : Statement of Legal Capacity

(To be forwarded on the letter head of the Consultant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Appointment of ICT Consultant for Smart City Projects in Bhopal

I/We hereby confirm that we, the Consultant (the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-4: POWER OF ATTORNEY

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the ICT Consultant for Smart City Projects in Bhopal, proposed by the Bhopal Smart City Development Corporation (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative 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, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Consultant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *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 Consultants 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-I

Form-5: Financial Capacity of the Consultant
(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Professional Fee from IT consultancy/IT Advisory services in India for each of the last three financial years (i.e. 2012-13, 2013-14, and 2014-15) (Rs)
1.		
2.		
3.		
Average		
<p style="text-align: center;">Certificate from the Statutory Auditor^{\$\$}</p> <p>This is to certify that(name of the Consultant) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p>Date: _____ Name and seal of the audit firm: _____</p>		

^{\$\$}In case the Consultant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Consultant.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a) **Technical Approach and Methodology:** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b) **Work Plan:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c) **Organization and Staffing:** Describe the structure and composition of your team, including the list of the Key Personnel, Support Team and relevant technical and administrative support staff.

Prescribed format:

Strictly follow the page limit of 15 pages, font type: Arial, font size: 11, line spacing of 1.2 and normal margins. Non-conforming submissions may be disqualified.

APPENDIX-I

Form-7: Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				
5.				

APPENDIX-I

Form-8: Abstract of Assignments of the Consultant^{\$}

(Refer Clause 2.2.2, B)

S.No.	Name of Project	Name of Client	Professional fee ^{\$\$} received by the Consultant (in Rs crore) [£]
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

^{\$}The Consultant should provide details of only those assignments that have been undertaken by it under its own name.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

[£] In the event that the Consultant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP.

Certificate from the Statutory Auditor^{\$} of [Name of Company]

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Consultant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

^{\$} In case the Consultant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Consultant.

APPENDIX-I

Form-9: Assignments of Consultant
(Refer Clause 2.2.2, B)

1.	Name of company:
2.	Assignment name:
3.	Description of Assignment:
4.	Approx. value of the contract (in Rupees):
5.	Approx. value of the services provided by your company under the contract (in Rupees):
6.	Overall Programme Value (in Rupees): <i>This is applicable only for projects as per Criteria A3 of Technical Evaluation Criteria as defined in Clause 3.1. In case if it is not required Consultant may remove this line.</i>
7.	Country:
8.	Location within country:
9.	Duration of Assignment/job (months) :
10.	Name of Client:
11.	Client address and contact information:
12.	In case of consortium, whether your company was Lead member or other consortium member:
13.	Total No of staff-months of the Assignment:
14.	Total No of staff-months provided by your company:
15.	Start date (month/year):
16.	Completion date (month/year):
17.	Name of associated Consultants, if any:
18.	Name of senior professional staff of your firm involved and functions performed.
19.	Description of actual Assignment/ provided by your staff within the Assignment:

Note:

1. Use separate sheet for each Assignment.

2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used: font: arial, font size: 11, normal margin.

3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-10: Curriculum Vitae (CV) of Professional Personnel

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:[For each position of key professional separate form will be prepared]:

2. Name of Firm:[Insert name of firm proposing the staff]:

3. Name of Staff:[Insert full name]:

4. Brief Profile of Proposed Staff:
[Provide summary of proposed staff experience, qualifications and achievements in no more than 250 words]

5. Date of Birth:

6. Nationality:

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

8. Membership of Professional Associations:

9. Other Training:

10. Countries of Work Experience:[List countries where staff has worked in the last ten years]:

11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Photo



Positions held:

13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]

14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Employer:

Year:

Location:

Main project features:

Positions held:

Activities performed:

(Signature and name of the authorized signatory of the Consultant)

Note:

1. Use separate form for each Key Personnel and each Expert.
2. Each page of the CV shall be signed in ink by the Personnel and countersigned by the Consultant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Each Key Expert CV shall not exceed 5 pages.

APPENDIX-I

Form-11: Number of Employees

As on date of submission of the bid, the Bidder should have at least 100 full-time qualified consultants (for IT consulting projects, e-governance, programme / project management, Smart City projects etc.).

[On the letterhead of the organization]

Self-Certificate

This is to certify that ----- (Name of the organization), having registered office at ----- (Address of the registered office), as on date of submission of the proposal, has atleast 100 full-time qualified consultants (for IT consulting projects, e-governance, programme / project management, Smart City projects etc.)

Signature:

Name of the Authorized Signatory:

Designation:

**** Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.**

APPENDIX-I

Form-12: No – Blacklisting Declaration

As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

[On the letterhead of the organization]

No – Blacklisting Declaration

This is to certify that ----- (Name of the organization), having registered office at ----- (Address of the registered office), as on date of submission of the proposal, have not been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

Signature:

Name of the Authorized Signatory:

Designation:

*** No conviction certificate should be duly signed by Authorized Signatory*

Note: In case, information required by BSCDCL is not provided by the bidder in the forms/formats provided above, BSCDCL shall proceed with the evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.

APPENDIX-II FINANCIAL PROPOSAL
Form-1: Covering Letter

(On Consultant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of ICT Consultant for Smart City Projects in Bhopal

I/We, (Consultant's name) herewith enclose the Financial Proposal for selection of my/our firm as ICT Consultant for Smart City Projects in Bhopal for Bhopal Smart City Project for above.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2 : Financial Proposal

(On Consultant's letter head)

Total Consultancy Fees (Fb = F1+ F2+ F3+F4)	
--	--

This annexure presents the methodology for calculation of 'Absolute Financial Quote (Fb)' which would be used for the purpose of evaluation of financial bids of the technically qualified bidders and in no warrants that the derived 'Absolute Financial Quote (Fb)' is the contract value of the project.

The numbers used herein for resources, man-months etc. is only for the purpose of evaluation and may not depict the actual requirement of the BSCDCL.

The 'Absolute Financial Quote (Fb)' would comprise of the following:

- Total Cost for Project Manager of the Project (F1)
- Total Cost for Track I of the project i.e. IT Strategy (F2)
- Total Cost for Track II of the project i.e. IT Roadmap Implementation Support (F3)
- Total Cost for deployment of core team for Track III: Project Management Support (F4)

The Absolute Financial Quote (Fb) would be a sum of all these components i.e.

$$\mathbf{Fb=F1+F2+F3+F4}$$

Breakdown of Remuneration of F1, F2, F3 and F4 is Form – 3

Note:

1. All Quotes provided should inclusive of all other taxes but exclusive of Service Tax & Cess. Service Tax & Cess will be paid by BSCDCL as per the norms defined by Government of India at the time of actual payment.
2. No out-of-pocket expenses will be reimbursed separately.
3. All taxes quoted will be assumed to be as on 10th day prior to the date of submission of bid. Any changes in the statutory taxes or levies affected by Central/State/Other Government bodies after this date will be considered and applied after due authorization.
4. No escalation on any account will be payable on the above amounts.
5. The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of reasonable amount of in-house photocopying

and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable. The said fees, however, will not include counsel fee, outstation travel, faxes, couriers and postage, collections and deliveries, subscriptions to special services and specifically required stationery and bulk photocopying (the "Disbursements"). The Disbursements will be paid at actuals and will be indicated separately in the invoices of the Consultant together with appropriate supporting documents. Outstation travel shall be undertaken as per request of the Authority. Bills for reimbursement hereunder may be submitted on a monthly basis along with a Statement of Expenses, duly certified by the Authorised Representative.

6. Any other charges not shown here are considered included in the man month rate for the Key Personnel.
7. All payments shall be made in Indian Rupees. The Remuneration expenses shall be inclusive of all taxes except Service Tax. The Service Tax shall be paid additionally to the Consultant in accordance with applicable laws.
8. The total duration of the Project shall be 36 (thirty six) months. The Authority may provide multiple extensions to the Consultant on the same terms and conditions under original agreement. After initial term of 36 months, person-day rates shall be revised @10% per annum annually during the extensions.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Consultant]

Name of Firm:

Address:

Form-3 : Breakdown of Remuneration

(On Consultant's letter head)

Table 1: Project Manager Cost

rates in INR

Total Price for Total Effort, exclusive of all taxes (A)	Taxes (B) exclusive of service tax & cess	Total Price, inclusive of taxes	
		(C=A+B)	
		In Figures	In Words
<i>Total Quote / Cost for Project Manager of the project (F1)</i>			

Table 2: Track I: IT Strategy

Total Price for Total Effort, exclusive of all taxes (A)	Taxes (B) exclusive of service tax & cess	Total Price, inclusive of taxes	
		(C=A+B)	
		In Figures	In Words
<i>Total Quote / Cost for Track I of the project (F2)</i>			

Table 3: Track II: IT Roadmap Implementation Support

Total Price for Total Effort, exclusive of all taxes (A)	Taxes (B) exclusive of service tax & cess	Total Price, inclusive of taxes	
		(C=A+B)	
		In Figures	In Words
<i>Total Quote / Cost for Track II of the project (F3)</i>			

Table 4: Track III: Project Management Support

Total Price for Total Effort, exclusive of all taxes (A)	Taxes (B) exclusive of service tax & cess	Total Price, inclusive of taxes	
		(C=A+B)	
		In Figures	In Words
<i>Total Quote / Cost for Track III of the project (F4)</i>			

Note: Service Tax & Cess will be paid by BSCDCL as per the norms defined by Government of India at the time of actual payment.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Consultant]

Name of Firm:

Address:

APPENDIX – III SERVICE LEVEL AGREEMENTS

Service Levels and Penalties:

Bidder is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the BSCDCL will reserve the right to levy Penalties on the Bidder.

S.No.	Service	Expected Service level	Penalty level in case of breach of the expected service level
1.	Deployment of the team during the contract period (i.e. Track I, Track II & Track III) after signing the contract with the BSCDCL.	<ul style="list-style-type: none"> • 2 weeks for all key personal as defined in TOR, • 1 week for all non-key personal as defined in TOR. 	<p>(0.5xt)% of the payment to be made to the appointed bidder (i.e. consulting agency) for every week delay beyond the expected service level for the concerned phase (i.e. a percentage of Fb).</p> <p><i>[where t is the number of weeks beyond the expected service level]</i></p>
2.	Deployment of the expert(s) during the contract period based on written intimation from BSCDCL.	<ul style="list-style-type: none"> • 2 weeks 	<p>(0.5xt)% of the man-month payment to be made to the appointed bidder (i.e. consulting agency) for the concerned requested expert(s), for every week delay beyond the expected service level.</p> <p><i>[where t is the number of weeks beyond the expected service level]</i></p>
3.	Replacement of personnel of the team during the contract period at the request of BSCDCL	<ul style="list-style-type: none"> • Maximum 3 weeks from date of intimation by the BSCDCL, including Minimum 1 week of handover time. 	<p>(0.5xnxt)% of the payment to be made to the appointed bidder (i.e. consulting agency) for every week delay beyond the expected service level for the concerned phase (i.e. a percentage of Fb).</p>

S.No.	Service	Expected Service level	Penalty level in case of breach of the expected service level
			<p><i>[where n are the number of personnel which are not replaced as per the expected service levels & t is the number of weeks delay beyond the expected service levels]</i></p>
4.	Replacement of personnel of the team during the contract period as initiated by the Bidder.	<ul style="list-style-type: none"> • Maximum 2 weeks from date of approval from BSCDCL, including Minimum 1 week of handover time. 	<p>(0.5xnxt)% of the payment to be made to the appointed bidder (i.e. consulting agency) for every week delay beyond the expected service level for the concerned phase (i.e. a percentage of Fb).</p> <p><i>[where n are the number of personnel which are not replaced as per the expected service levels & t is the number of weeks delay beyond the expected service levels]</i></p>
5.	Replacement of the personnel of the team during the contract period	Maximum three replacements in a year.	<p>(0.25xn)% of the payment to be made to the appointed bidder (i.e. consulting agency) for the project (i.e. a percentage of Fb).</p> <p><i>[where n is the replacements beyond the expected service level]</i></p>

Calculation of Penalties

- The penalty percentages applicable for violation of Service Levels are specified in the table above.
- In situation, where the Bidder has incurred a Penalty of equal to or more than 10% at any time during the Contract Period, warning may be issued to the Consultant for deficiencies on its part by BSCDCL. Consultant will have to provide clarifications for the deficiencies on its part. If there is no response within twenty two (22) working days from the Consultant to BSCDCL then BSCDCL will reserves the right to terminate the Contract altogether without any further notice . However, in case of reasons beyond the control of the Consultant, suitable actions will be taken based on mutual agreement between both the parties.

END OF THE DOCUMENT