

REQUEST FOR PROPOSAL

RFP No.: BSCL/30/2016

Date: 25/05/2016

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

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



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

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DISCLAIMER

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

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

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no

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

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

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

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

The issue of this RFP does not imply that the Client is bound to select a Bidder to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section1. Instructions to Bidders and Data Sheet

A. General Provisions

1. Definitions

- (a) “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Programme Support Staff, who may be engaged by the Consultant to provide the Services.
- (b) “Affiliate” means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (d) “Bidder” means any person that submits a Proposal pursuant to this RFP.
- (e) “Category A Assignment” means an assignment which meets the criteria set out in Clause 27.1.
- (f) “Category B Assignment” means an assignment which meets the criteria set out in Clause 27.1.
- (g) “CBUD” means Capacity Building for Urban Development.
- (h) “CEO” means the Chief Executive Officer of the Client.
- (i) “Clause” means a clause of the ITC.
- (j) “Client” means Bhubaneswar Smart City Limited (BSCL), the implementing agency that will sign the Contract for the Services with the selected Consultant.
- (k) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.

Section 1. Instructions to Bidders

- (l) “Consultant” means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- (m) “Contract” means the legally binding written agreement to be executed between the Client and the selected Consultant. A draft of the Contract is set out in Section 7 and includes all the documents listed in clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (n) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.
- (o) “Data Sheet” means the data sheet set out in Part E of Section 1 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITC.
- (p) “Day” means a calendar day.
- (q) “Eligible Assignment” means either a Category A Assignment or a Category B Assignment, which meets the criteria set out in Clause 27.1.
- (r) “Eligibility Criteria” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in Clauses 3, 4 and 5, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- (s) “EMD” shall have the meaning ascribed to it in Clause 19.
- (t) “Expert Pool” means the team of Key Experts

proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in paragraph 6.5.3 of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Expert Pool will not include any Programme Support Staff.

- (u) “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 18.
- (v) “GoO” means the Government of Odisha
- (w) “GoI” means the Government of India.
- (x) “Key Expert” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Expert Pool, who must have the minimum qualification and experience as specified in paragraph 6.5.3 of the Terms of Reference for the position that such individual is proposed to hold in the Expert Pool. As the experience, knowledge, skill and qualification of each Key Expert is critical to the performance of the Services, the curriculum vitae (CVs) of each Key Expert, submitted by a Bidder as a part of its Proposal, will be taken into account in the evaluation of the Technical Proposals.
- (y) “ITC” mean the Instructions to Consultants set out in Section 1 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
- (z) “MD” means Managing Director of the Client.
- (aa) “MoUD” means the Ministry of Urban Development, GoI.
- (bb) “Module” means a component of the Smart Solutions Project in relation to which the Consultant is required to provide the Services, as described in greater detail in the TOR.
- (cc) “Person” means any individual, company,

corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.

- (dd) “Personnel” means, collectively, Key Experts, Programme Support Team, and any other personnel proposed to be engaged by a Bidder, if selected as the Consultant, to provide the Services.
- (ee) “PgMC Office” shall have the meaning ascribed to it in the Terms of Reference.
- (ff) “Programme Support Staff” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Programme Support Team, who must have the minimum qualification and experience as specified in paragraph 6.5.3 of the Terms of Reference for the function that such individual is required to perform as a part of the Programme Support Team. The CV of each Programme Support Staff is required to be submitted by a Bidder as part of its Proposal, however, the CVs of the Programme Support Staff will not be considered in the evaluation of the Technical Proposals.
- (gg) “Programme Support Team” means the team of Programme Support Staff proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Programme Support Staff with the relevant qualification and experience, as specified in paragraph 6.5.3 of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Programme Support Team will not include any Key Expert.
- (hh) “Performance Security” shall have the meaning ascribed to it in Clause 24.
- (ii) “Proposal” means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents,

Section 1. Instructions to Bidders

Technical Proposal and the Financial Proposal.

- (jj) “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- (kk) “Qualification Documents” means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 17.
- (ll) “Reimbursable Expenses” shall have the meaning ascribed to it in Clause 18 of the Data Sheet.
- (mm) “Resource Pool” means the pool of Additional Resources who may be engaged by the Consultant to provide the Services (i.e., in addition to the Expert Pool and the Programme Support Team).
- (nn) “RFP” means this, request for proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- (oo) “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in greater detail in the TOR and the Smart City Proposals.
- (pp) “Smart City Proposals” means the stage 1 and stage 2 proposals submitted by GoO to MoUD for the selection of Bhubaneswar as a smart city under the first phase of the Smart Cities Mission launched by the MoUD, which are appended to the RFP at Schedule I.
- (qq) “Smart Solutions Project” shall have the meaning ascribed to it in Clause 2.
- (rr) “Technical Proposal” means the technical proposal of the Bidder comprising the documents set out in Clause 17.
- (ss) “TOR or Terms of Reference” means the terms of reference set out in Section 6 of the RFP

that explain the objectives, scope of work, activities, tasks to be performed, respective role and responsibilities of the Client and the Consultant, and expected results and deliverables of the Smart Solutions Project.

2. Introduction

- 2.1 The city of Bhubaneswar has been selected to be developed into a smart city under the first phase of the Smart Cities Mission launched by the MoUD. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Bhubaneswar in accordance with the Smart City Proposals. The Smart City Proposals include the application of certain pan-city smart solutions, which involve the use of technology, information and data to improve infrastructure and services within the city of Bhubaneswar (the **Smart Solutions Project**). The Client now intends to select a Consultant to design and assist the Client in implementing the Smart Solutions Project through an intelligent city operations and management centre and to perform the Services, as described in greater detail in the TOR and the Smart Cities Proposals., in accordance with the method of selection specified in the Data Sheet. In providing the Services, the Consultant is required to comply with the provisions of the RFP and the Smart City Guidelines issued by the MoUD, which have been appended to the RFP at Schedule I.
- 2.2 The Contract (appended to the RFP at Section 7), which will be signed between the Client and the Consultant is for a term of 4 years, which term may be extended on mutually acceptable terms and conditions.
- 2.3 The Client has adopted a single-stage bid process for selection of the Consultant. Bidders who are eligible in accordance with Clauses 3, 4 and 5 of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts: (a) Qualification Documents; (b) Technical Proposal; and (c) Financial Proposal, each in the formats specified in Section 2 and 3.
- 2.4 The evaluation of the Proposals will be carried out

in three sub-stages:

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

- (e) The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense.
- (f) The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Consultant, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Consultant or the scope of the Services or the terms of the Contract.

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

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

regulations while submitting the Proposals.

3. Conflict of Interest

- 3.1 The Bidder will not have any conflict of interest that may affect the selection process or the Services. Any Bidder found to have a conflict of interest will be disqualified and the Client will forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 3.2 The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Client's interests' paramount, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Client.
- 3.3 The Bidders/Consultant have/has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Client.
- 3.4 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be hired as the Consultant under the circumstances set forth below:

a. Conflicting activities

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

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

Provided that the restriction set out in this Clause 3.4(a) will not apply after the expiry of 5 years from the completion of Services.

b. Conflicting assignments

Conflict among consulting assignments: a Bidder will not be awarded the Contract if such Bidder (including its Personnel) has participated directly or through an Affiliate as a consultant or advisor to the Client in the preparation of the Smart City Proposals, the Terms of Reference or any documents or specifications for the purpose of the Contract.

c. Conflicting relationships

Relationship with the Client's staff: A Bidder (including its Personnel) or any of its Affiliates) that has business dealings with or is a relative of an employee or staff of the Client, who is directly or indirectly involved in any part of: (i) the preparation of the Terms of Reference for the Consultant, (ii) the selection process for the Consultant, or (iii) the supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from such dealings or relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

For the purpose of this Clause 3.4(c), a "relative" shall mean a person connected by blood or marriage, and the term "relationship" shall be construed accordingly.

d. Other instances of Conflict

Relationship with other Bidders: A Bidder may be disqualified if the Bidder: (i) Controls or is Controlled by any other Bidder or is under the common Control of the same Person who also Controls another Bidder; or (ii) receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any other Bidder; or (iii) is also a shareholder of any other Bidder; or (iv) has hired or appointed directly or through an Affiliate, the

same legal, financial or technical advisor as those hired by any other Bidder for the purpose of bidding for the Contract; or (v) has a relationship with another Bidder directly or through common third party(s), that puts either or both of them in a position to have access to the others' information about, or to influence the Proposal of the other; or (vi) submits more than one Proposal for the Contract either individually or through an Affiliate (this will result in the disqualification of all such Proposals submitted by the Bidder and/or its Affiliates).

**4. Unfair
Competitive
Advantage**

Fairness and transparency in the selection process requires that no Bidder or its Affiliates should derive a competitive advantage over other Bidders from having provided consulting services in relation to the Smart Solutions Project. To that end, the Client shall indicate in the Data Sheet and make available to all Bidders together with this RFP all information relating to the consultants engaged by the Client to prepare the Smart City Proposals, the Terms of Reference or otherwise in relation to the Smart Solutions Project.

**5. Corrupt and
Fraudulent
Practices**

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

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

6. Eligibility

6.1 A company incorporated under the Companies Act or an equivalent law outside India or a firm or limited liability partnership registered in India or

in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal.

- 6.2 If a company/firm does not meet the Eligibility Criteria individually, then such company/firm shall not be entitled to form a consortium. If any company/firm forms a consortium with another company/firm to submit a Proposal, then the Proposal submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified.
- 6.3 Furthermore, it is the Bidder's responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements specified in the RFP.

7. Acknowledgement by Bidder

- 7.1 It shall be deemed that by submitting the Proposal, the Bidder has:
- (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
 - (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - (iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
 - (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Smart Solutions Project shall not be a basis for any claim for compensation, damages,

extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and

- (v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

8. Rights of the Client

8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the Consultant;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;
- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the

Proposal.

- (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Consultant, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

8.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the next ranked Bidder to negotiate the Contract with the; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.

B. Preparation of Proposals

9. General Considerations

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

10. Cost of Preparation of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the

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

11. Language

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

**12. Documents
Comprising the
Proposal**

(a) The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 17 and 18.

(b) The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Form FIN-1).

**13. Only One
Proposal**

(a) The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. Further, a Bidder's proposed Key Experts and Programme Support Staff are also precluded from participating as Key Experts and Programme Support Staff in more than one Proposal.

**14. Proposal
Validity**

(a) Each Proposal must remain valid for the period specified in the Data Sheet.

(b) During the Proposal validity period (as specified in the Data Sheet), the Bidder shall maintain its original Proposal without any change, including in the proposed Expert Pool and the Financial Proposal.

(c) If it is established that any Key Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected and may be subject to sanctions specified in

Section 5 for corrupt and fraudulent practices.

**Extension of
Validity Period**

- (d) The Client will make its best effort to complete the bid process and select the Consultant within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- (e) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the continued availability of the Key Experts.
- (f) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.
- (g) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.

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

- (h) The Consultant must have the requisite skill and experience to undertake the range of tasks specified in the TOR and the Contract. For this purpose, the Consultant shall constitute an Expert Pool which will comprise such number of Key Experts with the minimum qualification and experience, as specified in paragraph 6.5.3 of the Terms of Reference. The composition of the Expert Pool, as stated in a Bidder's Technical Proposal, cannot be altered during the validity of the Proposal, except in accordance with the provisions of the RFP.
- (i) If the validity of the Proposal is extended and if any of the Key Experts become unavailable for the extended validity period, the Bidder shall

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

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

Sub-Contracting

15. Clarification and Amendment of the RFP

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be

made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

- 16. Preparation of Proposals – Specific Considerations** While preparing the Proposal, the Bidder must give particular attention to the estimated Key Experts’ time input (expressed in man-month) as set out in paragraph 6.5.3 of the Terms of Reference. This estimate is indicative and the Proposal shall be based on the Bidder’s own estimates of the time to be spent on providing the Services.
- 17. Qualification Documents, Technical Proposal Format and Content**
- (a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.
 - (b) The Qualification Documents submitted by a Bidder shall comprise the following:
 - (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
 - (ii) Details of the Bidder in form set out at Appendix 2;
 - (iii) The bid document processing fee in the form of a demand draft drawn in favour of the Client;
 - (iv) The EMD: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3;
 - (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
 - (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder’s financial capacity;
 - (vii) Certificate from statutory auditor regarding the annual turnover of the

Section 1. Instructions to Bidders

- Bidder in the format set out in Appendix 6;
- (viii) Technical qualification of the Bidder in the format set out in Appendix 7 along with supporting certificates from clients;
 - (ix) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 8;
 - (x) Copy of service tax registration in India; and
 - (xi) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws.
- (c) The Technical Proposal submitted by a Bidder shall comprise the following:
- (i) Comments and suggestions on the TOR and facilities to be provided by the Consultant in the format set out in Form TECH-1;
 - (ii) Description of approach, methodology, and work plan in the format set out in Form TECH-2;
 - (iii) Work schedule for Deliverables in the format set out in Form TECH-3;
 - (iv) Team composition and Key Experts' inputs and curriculum vitae of Expert Pool and Programme Support Team in the format set out in Form TECH-4; and
 - (v) If applicable, undertaking from the Key Experts in the format set out in Form TECH-5.
 - (vi) The Technical Presentation in MS PowerPoint format written on a CD/DVD and marked & sealed in a cover. (The bidder has to run the presentation from the same CD during Technical

Presentation).

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

18. Financial Proposal

(a) The Financial Proposal submitted by the Bidder shall comprise the following:

(a) Financial Proposal Submission Form in the format set out in Form FIN-1;

(b) Summary of costs in the format set out in Form FIN-2; and

(c) Breakdown of remuneration in the format set out in Form FIN-3.

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

Price Adjustment

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

Taxes

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

Currency of Proposal

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

Currency of Payment

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

19. Earnest Money Deposit

(a) An Earnest Money Deposit (**EMD**) amount as indicated in the Data Sheet in the form of a demand draft or irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Bhubaneswar must

be submitted alongwith the Proposal.

- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.
- (d) No interest shall be payable by the Client for the sum deposited as EMD.
- (e) Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the Consultant. The EMD of the selected Bidder (i.e., the Consultant) will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 24.

20. Forfeiture of EMD

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

- (a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5.
- (d) If a Bidder is declared the first ranking Bidder and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first

ranked Bidder;

- (ii) fails to furnish the Performance Security in accordance with Clause 24 of the RFP;
- (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- (v) fails to execute the Contract.

21. Bid documents and Processing Fees

- (a) All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents processing fees as follows:
 - a. Bid document processing fee shall be paid through demand draft drawn in favour of the Client.
 - b. The bid document processing fee is non-refundable.

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

C. Submission, Opening and Evaluation

22. Submission, Sealing, and Marking of Proposals

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

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

Section 1. Instructions to Bidders

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

- (c) The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- (d) The signed Proposal shall be marked “Original”, and its copies marked “Copy”¹ as appropriate. The number of copies required to be submitted is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- (e) The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:
 - (a) The first envelope (Envelope A) will contain the Qualification Documents in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR SMART SOLUTIONS
PROJECT FOR BHUBANESWAR SMART CITY
LIMITED –
QUALIFICATION DOCUMENTS
DO NOT OPEN BEFORE [Insert Time Indicated
in the Data Sheet] ON [Proposal Due Date]”
 - (b) The second envelope (Envelope B) will

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

contain the Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT CONSULTANT FOR SMART SOLUTIONS PROJECT FOR BHUBANESWAR SMART CITY LIMITED – TECHNICAL PROPOSAL DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF QUALIFICATION DOCUMENTS”

- (f) The third envelope (Envelope C) will contain the original Financial Proposal and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT CONSULTANT FOR SMART SOLUTIONS PROJECT FOR BHUBANESWAR SMART CITY LIMITED – FINANCIAL PROPOSAL DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF TECHNICAL PROPOSAL”

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

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

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

- 23. Confidentiality** (a) From the time the Proposals are opened to the

time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.

- (b) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.
- (c) Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

24. Performance Security

- 24.1 Upon selection, the Consultant shall furnish to the Client, a performance security of the amount specified in Clause 24.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Consultant under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.
- 24.2 The Performance Security shall be for an amount equal to **10% (Ten per cent)** of the total value of the Contract.

25. Opening and Evaluation of Proposals

- (a) The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- (b) The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

26. Responsiveness and Eligibility Tests

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

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

- the name and the country of the Bidder;
- the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- any modifications to the Proposal submitted prior to the Proposal Due Date.
- any other information deemed appropriate.

The Qualification Documents shall be considered responsive only if:

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

responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.

- (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.

27. Evaluation of Technical Proposals

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

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

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

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

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

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall notify those Bidders whose Technical Proposals were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Financial Proposals of technically unqualified Bidders will be returned

unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.

- (b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:
- (i) not to be complete in all respects;
 - (ii) not duly signed by the authorized signatory of the Bidder;
 - (iii) not to be in the prescribed format; or
 - (iv) to contain alterations, conditions, deviations or omissions,

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

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

specified in the Data Sheet.

29. Correction of Errors

- (a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder in the time input in man-months for any Key Expert and/or the Programme Support Staff, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate per man month included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

30. Combined Quality and Cost Evaluation

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

If 2 or more Bidders are ranked the highest bidders with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first.

Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.

D. Negotiations and Award

31. Negotiations

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

a. Availability of Key Experts

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

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

b. Technical negotiations

The negotiations will include discussions on the Terms of Reference (TORs), the proposed

methodology, quality of work plan, the Client's inputs, deployment of the Key Experts and the Programme Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the Consultant. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

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

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

32. Conclusion of Negotiations

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

33. Award of Contract

- (a) After completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
 - (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;

- (ii) appointing it as the Consultant;
- (iii) requesting it to submit the Performance Security in accordance with Clause 24;
- (iv) requesting it to appoint the Key Experts forming part of its Expert Pool who are not employees of the Consultant but have consented to being engaged by the Consultant on a contract basis to perform the Services or a part thereof in accordance with the Contract;
- (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

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

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

deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

E. Data Sheet

A. General

ITC Clause Reference

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

2.4 (b) **Minimum qualifying technical score:** 70

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

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

Date of pre-bid meeting: 07th June 2016, Time: 11:00 A.M.

Address:

Conference Hall

Bhubaneswar Smart City Limited,

C/o Bhubaneswar Development Authority

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

Telephone: 0674-2392778 Fax: 0674-2396889

E-mail: bbsr.bscl@gmail.com

Contact person: Mr. Ashok Behera

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

<http://smartcities.gov.in>

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

The client shall endeavor to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Issue of Advertisement & Uploading of RFP	25 th May 2016
2	Last date of receiving Queries	6 th June 2016 by 5 PM
3	Pre-bid Meeting	07 th June 2016 at 11 AM
4	Reply to Pre-bid Queries	Within 7 days of Pre-bid meeting
5	Last Date of submission of Proposals	24 th June 2016 by 3 PM
6	Opening of Proposals (Qualification & Technical Proposals)	24 th June 2016 at 4 PM
7	Technical presentation & opening of financial proposals	To be intimated later
8	Validity of Proposal	90 days from the last date of submission of proposal (i.e. 22 nd September 2016)

B. Preparation of Proposals

11 This RFP has been issued in the English language.

Proposals shall be submitted in English Language.

All correspondence exchange shall be in English Language.

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

14 (a) **Proposals must remain valid for 90 (ninety) calendar days** after the Proposal Due Date (i.e., until: 22nd September 2016).

14 (k) (a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior

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

consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert.

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

15 Clarifications may be requested no later than 1 day prior to the pre-bid meeting date i.e. by 5 PM on 6th June 2016.

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

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

18 Reimbursable Expenses:

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

- (a) For the purpose of evaluation of the Financial Proposal, it

will be assumed that a Bidder will utilise the maximum amount of Reimbursable Expenses set out in Form FIN-2.

(b) The consultant will be required to take prior approval for incurring Reimbursable Expenses. All amounts mentioned under the head of Reimbursable Expenses in Form FIN-2 will be reimbursed to the Consultant as per actuals on submission of proof of bills and approval thereof by the Client, subject to the maximum amount mentioned in Form FIN-2.

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

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

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

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

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

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

C. Submission, Opening and Evaluation

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

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

The Proposals must be submitted no later than:

Date: 24th June 2016

Time: till 3:00 P.M.

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

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

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

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

Date: 24th June 2016

Time: at 4:00 P.M.

27 Eligibility Criteria

(i) Financial Eligibility:

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

If the annual accounts for the Financial Year 2015-

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

(ii) Technical Eligibility:

To demonstrate the Bidder's technical eligibility, the Bidder should have experience of undertaking at least 1 Category A Assignment in the 10 years preceding the Proposal Due Date.

(iii) Other Eligibility Criteria

- (a) If any Bidder or its Affiliates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Affiliates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.
- (b) If any Bidder or its Affiliates has/have, in the [3 (three)] years immediately preceding the Proposal Due Date: (i) been expelled from any project or contract by any government or government instrumentality; or (ii) had any contract terminated

Section 1. Instructions to Bidders

by any government or government instrumentality for breach by such Bidder or its Affiliates, as the case may be, then such Bidder will not be eligible to submit a Proposal.

- (c) Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.

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

Technical Proposal (Envelop B)

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

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

S No	Description	Maximum Points
	Sub Criteria	
	Category A Assignment For an assignment to qualify as a Category A Assignment, it should meet the following criteria: (a) The assignment should be for the development of an Information Technology (IT) based City Intelligent Operations Centre (IOC). For the benefit of the Bidders, a brief description of an IOC as per the client's understanding is set out below:	

	<p>A city can be thought of as a complex system of systems with dynamic interconnections and interdependencies across individual systems or domains. Critical information in a city is typically stored in multiple disparate systems across multiple disconnected departments. An IOC enables city administrators, managers, and planners to leverage information across all city agencies and departments, anticipate problems and minimize the impact of disruption to services and operations, and coordinate cross-agency resources to respond to both real-time and anticipated issues. This approach for managing the city creates a fully integrated and interconnected holistic perspective. Among the features of this system are gateways connecting IOC to various sources of data in the city (e.g., traffic and public safety), a visual interface between IOC and its operators, and bidirectional communication and interaction with citizens. Finally, analytic computational capabilities enable customization of solutions.</p> <p>In terms of usability, the IOC provides an enhanced visual user interface that can be customized based on operator role. The interface makes it possible to</p> <ul style="list-style-type: none">• bring together different data sources to provide a	
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	<p>comprehensive perspective,</p> <ul style="list-style-type: none">• present easily consumable critical information,• display summarized data that can be analyzed to give insight, and• support real-time workflow and alerts. <p>(b) The IOC should have been developed for a city with a minimum population of 200,000 (two hundred thousand).</p> <p>(c) The Bidder shall have experience in providing project development / project management / project design and supervision / project design, supervision and management consultancy services in the assignment.</p> <p>(d) In executing the assignment, the Bidder shall have been the main/chief/principal consultant which executed the consultancy / services agreement with the implementing agency.</p> <p>(e) In case of an ongoing Category A Assignment, 50% of the assignment should have been completed as on the Proposal Due Date. However the ongoing project will be considered for technical scoring over and above one completed qualifying project by the proposal date.</p> <p>For each Category A Assignment, which meets the criteria set out above, the</p>	
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	<p>Bidder will be awarded 2 marks per assignment, subject to a maximum of 6 marks.</p> <p>Category B Assignment</p> <p>For an assignment to qualify as a Category B Assignment, it should meet the following criteria:</p> <p>(a) The assignment should be for the development of an Information and Communication Technologies (ICT) based project, a list of which is set out below:</p> <ul style="list-style-type: none">(i) Traffic management (traffic signaling/traffic network flow monitoring/ traffic video surveillance and incidence management/ video analytics supported traffic violation);(ii) Smart parking (electronic parking system for on street parking/publically owned parking);(iii) Transit operations (city-wide automatic vehicle locator (AVL) for tracking of public/private transport);(iv) Transit operation (crew and bus scheduling/ passenger information system on-board at bus shelters/public or private places);(v) Common payment card system;(vi) Emergency response/city incidence management system (emergency response intake through inward request /computer aided dispatch / first	
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Section 1. Instructions to Bidders

	<p>responder tracker and coordination / incident escalation and management/ multi-agency collaboration for emergencies and planned events / extreme weather disaster response);</p> <p>(vii) Experience in designing / developing and implementing city wide ICT based smart solution including networking, security, disaster recovery and technology integration;</p> <p>(viii) Experience in designing / developing / consulting city wide public internet access centre such as city Wi-Fi;</p> <p>(ix) Consulting or monitoring of SCADA systems for electricity or water management etc.; and</p> <p>(x) Experience in designing consulting city wide IT based integration system like integration platform for municipal services (property tax, birth / death registration / utility bill payments and other services)</p> <p>(b) The ICT based project should have been implemented in a city with a minimum population of 200,000 (Two hundred thousand).</p> <p>(c) The Bidder shall have experience in providing design/consulting services for the assignment or operation and management of the ICT based project.</p> <p>(d) In executing the assignment, the Bidder shall have been the main / chief / principal consultant which executed the consultancy/services</p>	
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Section 1. Instructions to Bidders

	<p>agreement with the implementing agency.</p> <p>(e) In case of an ongoing Category B Assignment, 50 % of the assignment should have been completed as on the Proposal Due Date.</p> <p>For each Category B Assignment, which meets the criteria set out above, the Bidder will be awarded 1 mark per assignment, subject to a maximum of 14 marks in total (out of which, the Bidder may be awarded a maximum of 3 marks per sub-category within the Category B Assignments set out at (a)(i)-(x) above). Also number of ongoing projects should not be more than 50% of the total number of projects.</p>	
(II)	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	40
	Sub Criteria	
	<p>(a) Technical Approach, Methodology including Presentation³ –30 Marks</p> <p>(b) Work Plan – 05 Marks</p> <p>(c) Organization and Staffing – 05 Marks</p> <p><i>{Notes to Bidder:</i></p> <p><i>(i) the Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to module ; and the work plan has right input of Experts.</i></p>	

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

Section 1. Instructions to Bidders

	<i>(ii) The presentation shall be made by the Team leader only as per the details provided in the CVs.}</i>																																								
(III)	Key Expert qualifications and competence for the assignment <i>Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-4 to be prepared by the Consultant}</i>	40																																							
Sub Criteria																																									
	<table border="1"> <thead> <tr> <th>S No</th> <th>Position</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum IoC Expert (International⁴)</td> <td>6</td> </tr> <tr> <td>2</td> <td>Public Transit ITS (Intelligent Transport System) Expert [International]</td> <td>6</td> </tr> <tr> <td>3</td> <td>Deputy Team Leader cum Programme Management Expert</td> <td>4</td> </tr> <tr> <td>4</td> <td>Sr. Business Analyst/ BPR Specialist</td> <td>3</td> </tr> <tr> <td>5</td> <td>IoT Expert</td> <td>3</td> </tr> <tr> <td>6</td> <td>ICT Expert</td> <td>3</td> </tr> <tr> <td>7</td> <td>IT Systems Architect</td> <td>3</td> </tr> <tr> <td>8</td> <td>Information Security Systems Expert</td> <td>3</td> </tr> <tr> <td>9</td> <td>Traffic Signalling and Parking specialist</td> <td>3</td> </tr> <tr> <td>10</td> <td>Urban Transport Planner</td> <td>2</td> </tr> <tr> <td>11</td> <td>Common Payment Card Module Expert</td> <td>2</td> </tr> <tr> <td>12</td> <td>Procurement Specialist</td> <td>2</td> </tr> </tbody> </table>	S No	Position	Marks	1	Team Leader cum IoC Expert (International ⁴)	6	2	Public Transit ITS (Intelligent Transport System) Expert [International]	6	3	Deputy Team Leader cum Programme Management Expert	4	4	Sr. Business Analyst/ BPR Specialist	3	5	IoT Expert	3	6	ICT Expert	3	7	IT Systems Architect	3	8	Information Security Systems Expert	3	9	Traffic Signalling and Parking specialist	3	10	Urban Transport Planner	2	11	Common Payment Card Module Expert	2	12	Procurement Specialist	2	
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10	Urban Transport Planner	2																																							
11	Common Payment Card Module Expert	2																																							
12	Procurement Specialist	2																																							

⁴International Expert means the expert other than Indian Origin

		Sub total	40	
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The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:

For all the above positions

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

Total weight: 100%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (St) that a Bidder requires to qualify for evaluation of the Financial Proposal is **70**.

**30
(QCBS
only)**

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

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

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

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

T = 0.8, and

P = 0.2

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

D. Negotiations and Award

31

Expected date and address for contract negotiations:

To be intimated later.

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

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

**33 (c) Expected date for the commencement of the Services:
Date: August 2016 at: Bhubaneswar (Odisha)**

Section 2. Qualification documents and Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

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

{Location, Date}

To:

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

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

Dear Sirs:

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

We hereby declare that:

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

- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 14.
- (d) We have no conflict of interest in accordance with Clause 3.
- (e) We and our Affiliates are not submitting more than one or separate Proposals.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITC. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
- (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (k) In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract

terminated by any government or government instrumentality for breach on our part.

- (l) Except as stated in Clause 14 (h), if we are selected as the Consultant, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Expert Pool. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 and Clause 31 may lead to revocation of the letter of award/termination of the Contract.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal and the remuneration of the Expert Pool and Programme Support Team has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Consultant, or in respect of the Smart Solutions Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)

1. (a) Name:
 - (b) Country of incorporation:
 - (c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment [*Note: Such description shall not exceed 5 type-written pages.*]:
3. Shareholding of the Bidder, if applicable
4. List of directors
5. Details of individual who will serve as the point of contact/communication for the Client⁵:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
6. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:

⁵ In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

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

APPENDIX 3: FORMAT OF THE EMD

(To be executed on stamp paper of appropriate value)

B.G. No. [__]

Dated:

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

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

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

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

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

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

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

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

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

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

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

Signed and Delivered by.....Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

Power of Attorney

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

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

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

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

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

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER

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

Note:

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

Date:

APPENDIX 6: CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER

(On the letter head of the statutory auditor)

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

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

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

APPENDIX 7: TECHNICAL QUALIFICATION

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

Name: *[insert full name]*

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

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

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

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

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

Durati on	Status (Comple te/ Ongo ing)	Eligible Assignment name & brief description of main deliverables/ output	Name of Client & Country of Eligible Assign ment	Approx. contract value (in INR. Equivale nt)/ amount paid to the Bidder for Eligible Assignm ent	Role of Bidder in Eligible Assign ment	Certific ate from the client provide d
{e.g., Jan.20 09– Apr.20 10}		{e.g., “Development of an Information and Communicatio n Technologies	{e.g., Ministry of, country}	{e.g.,INR 01 Cr.}		Yes/No a. Copy of comp letion

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

(Name and Signature of Authorized Signatory)

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

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

(On a Stamp Paper of relevant value)

Affidavit

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

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

Dated thisDay of, 201....

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

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

Technical proposal Submission Forms

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

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

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

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

FORM TECH-1

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

Form TECH-1: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-2

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

Form TECH-2: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

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

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

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

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

FORM TECH-3

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

FORM TECH-4

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-4)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			HO	PO	Total
Expert Pool															
1	Team Leader cum IOC Expert		[HO/PO]	[2 month]		[1.0]		[1.0]							
2	Public Transit ITS														
3	Sr. Business Analyst/ BPR Specialist														
4	IoTExpert														
5	ICTExpert														
6	IT Systems Architect														
7	Information Security Systems Expert														

8	Traffic Signalling and parking specialist																		
9	Urban transport planner																		
10	Common payment card module expert																		
11	Procurement specialist																		
Subtotal																			
Programme Support Team																			
1	Deputy Team Leader cum programme management expert		[HO]	[2 month]	[1.0]	[1.0]													
			[PO]	[0.5 m]	[2.5]	[0]													
2	Support-Data analytics																		
3	Support-Transit Operations																		
4	Support-Traffic Signalling and parking																		
5	Support- City operation																		
Subtotal																			

	Total			
--	--------------	--	--	--

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet.
- 2 Months are counted as 30 day periods from the start of the assignment. One working (billable) day shall be not less than 8 working (billable) hours.
- 3 “PO” means work in the PgMC Office at Bhubaneswar (Odisha), India. “HO” means work carried out outside the PgMCOffice i.e., not physically present in Bhubaneswar (Odisha), India.

**FORM TECH-4
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Bidder
(authorized signatory)

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

FORM TECH-5

UNDERTAKING FROM THE KEY EXPERT

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

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

Dated:

Dear Sir,

Sub: Implementation of the Smart Solutions Project

I refer to the RFP dated [●] issued by you for the Smart Solutions Project.

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

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

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

[Signature]

Name:

Date:

Place:

Section 3. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

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

Dear Sirs:

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

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

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

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

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

FORM FIN-2 SUMMARY OF COSTS

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

Footnote:

- **For Remuneration, the Bidder is required to specify the aggregate remuneration for the Expert Pool and the Programme Support Team as stated in Form FIN-3.**
- **Payments will be made in the currency (ies) expressed above (Reference to Clause18 (d)).**
- **The amounts under the head 2(a) to (d) shall be reimbursed on actual basis but not exceeding the corresponding amount specified for each head, and with prior approval of the Client.**

FORM FIN-3 BREAKDOWN OF REMUNERATION

No.	Name (A)	Position (as in TECH-4) (B)	Location (C)	Time Input in Man- Months (from TECH- 4) (D)	Rate per Man Month (in INR) (E)	Total Remuneration (INR) (D*E)
	Expert Pool					
1	Team Leader cum IOC Expert		[HO] [PO]			
2	Public Transit ITS					
3	Sr. Business Analyst/ BPR Specialist					
4	IoTExpert					
5	ICT Expert					
6	IT Systems Architect					
7	Information Security Systems Expert					
8	Traffic Signaling and parking specialist					
9	Urban transport planner					

10	Common payment card module expert					
11	Procurement specialist					
Programme Support Team						
1	Deputy Team Leader		[HO] [PO]			
2	Support-Data analytics					
3	Support-Transit Operations					
4	Support-Traffic Signalling and parking					
5	Support- City operation					
					Total Costs	

Footnote:

- **The total remuneration of the Programme Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Programme Support Team.**

Section 4. Eligible Countries

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

Section 5. Corrupt and Fraudulent Practices

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the

LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁶;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

⁶ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 6. Terms of Reference

6.1. Background

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

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

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

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

6.1.3. As part of its smart city proposal, Bhubaneswar has proposed to implement several pan-city Smart Solutions Projects through an Intelligent City Operations and Management Centre (ICOMC). The Smart Solutions Projects will include modules such as traffic management, electronic parking system, transit operations, common payment card, emergency response and city incident management system, city command and control centre for unified delivery of urban services to its citizens, smart waste management, smart water management, smart energy, smart environment and city Wi-Fi etc.

6.2. Objective of the Assignment

- 6.2.1. The objective of the assignment is to provide direct assistance to the Client to design, develop, supervise and monitor the implementation of the Smart Solutions Projects in Bhubaneswar City of Odisha as per the Smart City Proposal and the Smart City Mission Guidelines.
- 6.2.2. The Smart City Mission in Bhubaneswar is expected to bring about a lasting change in the city administration framework as well as quality of life of the citizens.

6.3. General Scope of Services

The Consultant shall support the Client in overall programme management of the Smart Solutions Projects including designing and assisting in implementing identified Smart Solution Projects under the Smart City Proposal of Bhubaneswar

- **Designing and developing the Smart Solutions Projects**

Under this assignment, the Consultant is required to review the Smart Solutions Projects identified by the Client and assist in their design and development by carrying out activities such as preparation of As-Is/situation analysis reports, To-Be and requirement specification reports, feasibility studies including assessing the financial implications and viability of the various Modules and preparing detailed project reports (DPRs). The Consultant will prepare relevant Modules to integrate with City Wi-Fi project undertaken under other state level schemes.
- **Intelligent City Operations and Management Centre**

The Consultant will assist the Client in setting up a state-of-the-art Intelligent City Operations and Management Centre (ICOMC), through which the Smart Solutions Projects are proposed to be implemented. This centre will provide a digital platform for integrating multiple city sub-systems of traffic management, parking, bus/para-transit operations, common payment card, emergency response and city incident management along with seamless integration of Bhubaneswar Town Centre District's utility operations requirements.
- **Selection of System Integrator(SI)**

The Consultant will prepare the bid documents including the Service Level Agreement (SLA) to be executed by the SI and conduct the bid process, for selection of the SI], including assisting the Client in bid evaluation and for appointment of the SI. The SI will be responsible for implementation of the Smart Solutions Projects. The bid documents prepared by the Consultant for selection of the SI to implement the Smart City Projects, will follow International Competitive Bidding (ICB) method.

- **Project Implementation Support**

The Consultant will supervise, monitor and liaise with the Client and the SI for the implementation of the Smart Solutions Projects, including engaging the Standardization Testing and Quality Certification Directorate (STQC) or other audit agencies for audits, preparation and submission of Go-Live reports and monitoring the operations and progress of the Smart Solutions Projects.

- **Post Implementation Support**

The Consultant will provide handholding support in relation to the Smart Solutions Projects, conduct trainings for the stakeholders, undertake periodic evaluation of the Smart Solutions Projects and assist in preparation of Standard Operating Procedures (SOPs).

- **The Consultant shall also assist the Client in supervision & monitoring of the work of the agencies implementing the Smart Solutions Projects**

The Consultant will be required to perform the Services in relation to the Modules proposed in the Smart Cities Proposal.

The Client may require the Consultant to provide additional services, beyond the scope of Services set out in the Terms of Reference, which will be provided by the Consultant at mutually agreed terms and conditions.

For each Module, the Consultant will be required to perform the following activities and meet the following deliverables based on the timelines set out in section 6.4 below.

6.4. Detailed Scope of Services for Smart Solutions Projects

A. As-Is (Situation Analysis)

- i. Review existing available documents like government orders, rules/guidelines, & infrastructure (already implemented and being implemented) like online portals and mobile applications for citizen services and utilities on the proposed smart solutions and integrate them into modules. Also review existing or proposed infrastructure like City Wi-Fi and certified data centres that can be utilized in this.
- ii. Prepare the As-Is of pan city solution module.
- iii. Identify key stakeholders from city / official / elected representatives/ concerned NGOs, eminent citizens, representative from premium institutes of the city/ state, representatives of business organization in consultation with the Commissioner/ CEO etc. for consultation.
- iv. Evaluation of existing broadband infrastructure in the city including both government and private sectors to identify existing connectivity gaps (fiber availability, network hubs, redundancy etc.).
- v. Identify & prepare the interfaces of integration between the modules under As-Is.
- vi. Submit a simple and clear architecture of whole As-Is system for all Modules in integrated manner.

B. Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS)

- i. Design the entire business process as per the learnings from the As-is study.
- ii. Prepare the Business process re-engineering report.
- iii. List out the functional requirement specifications as per BPR and get it approved by the Client to go for the feasibility study.

C. Feasibility Study**a. To-Be & Requirement Specifications**

- i. Prepare the separate To-Be of pan city solutions.

-
- ii. Identify & prepare the interface of integration between the Smart Solutions Projects under To-Be.
 - iii. Submit a simple & clear architecture of whole To-Be system for all Modules in an integrated manner.
 - iv. Prepare networking and connectivity requirements
 - v. Identify & prepare data digitisation requirements
 - vi. Prepare implementation and governance model for the identified initiatives. Governance issues should examine ownership of assets, data, processes and outcomes
 - vii. Identify the leading practices and benchmarks across each of the domains and technology solutions
 - viii. Identify implementation model for each of the technology solutions.
 - ix. Identify services which will be integrated and delivered through the proposed technology solution
 - x. Identify & prepare training requirements
 - xi. Study various technologies and suggest the most viable techno-economic solution.
 - xii. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
 - xiii. Identify risks and suggest mitigations plans.

b. Financial Implications and Viability

- i. Identify financial implications involved in the project based on the techno-economic estimated cost.
- ii. Identify the possibility and feasibility of private/public participation in the implementation of the Smart Solutions Projects.
- iii. The financial viability of the Smart Solutions Projects based on different financial models and recommend suitable model for each Module indicating the rationale.
- iv. Assist the Client in consultation for each Smart Solutions Project or group of Smart Solutions Projects as applicable,

with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

D. Detailed Project Report (DPR)

a. Prepare a DPR including but not limited to the following:

- i. Module components/phases.
- ii. Identify systems / solution platform along-with detailed system architecture. Define integration requirements and data standards to be used.
- iii. Analyze the future projections and demand assessment.
- iv. Prepare conceptual plan for implementation & integration of different components into the system.
- v. Prepare detailed plan with system requirements and configurations
- vi. Prepare detailed design of the various solution components
- vii. Solution architecture, technical requirements, application architecture, technology & deployment architecture, network & server architecture, security architecture, integration with other initiatives, SLAs & monitoring tool.
- viii. Standardization requirements
- ix. Detailed bill of material for the complete integrated system
- x. Package the project components enumerate KPIs for each of the project components
- xi. Prepare exit management plan

E. Bid Process Management for selection of System Integrator (SI)

The bid process management shall include;

- i. Prepare the EoI/RFQ/RFP Documents
- ii. Coordinate/conduct and manage the bid process
- iii. Conduct/assist in evaluation of technical and/or financial bids

- iv. The Client may get the bid document certified/accredited by independent agency such as the **Department of Electronics and Information Technology (DeitY)**, Ministry of Communications and Information Technology (GoI) / Capacity Building for Urban Development (CBUD), (MoUD) or any other method /institution as per the decision of the Client and the Consultant will amend the bid documents in line with the comments received from the independent agency.

While conducting the bid process for selection of the SI, if it is determined that the rate quoted by a bidder is more than 30% of the rate determined by the Consultant in the DPR for the relevant Module, the Client will have a right to reject the bid.

F. Project Implementation Support

Once the SI is on-board, the Consultant will be required to actively engage in supervision and management of the implementation of the technology initiatives for the Smart Solutions Projects. The Consultants will also be responsible, for capacity building and change management of various project stakeholders. The change management refers to migration to the new system from time to time.

The Consultant will regularly coordinate, monitor, escalate and report the activities of the SI to ensure successful and effective implementation of the Smart Solutions Projects. The project implementation support shall include

a. Project Management Activities

- i. Develop the project plan
- ii. Coordinate workshops and discussion meetings between the Client, state IT department, state line departments, BMC/BDA, stakeholders, SI, MoUD (GoI) etc.
- iii. Co-ordinate submissions of DPRs by SI / approvals of SI and approval of DPRs.
- iv. Review the deliverables submitted by SI within a period of 2 week (or as agreed with the Client) from the receipt of that deliverable.

- v. Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and the Client in resolution of issues.
- vi. Prepare capacity building plan and change management plan (Migration to new process and system)
- vii. Identify the legal changes required and assist in drafting and issuance of government orders for giving effect to the Business Process Re-engineering
- viii. Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- ix. Review the FAT (Functional Acceptance Testing), load testing, performance scalability testing
- x. Suggest and co-ordinate capacity building needs and training programs.
- xi. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- xii. Define the escalation mechanism for timely resolution of issues & risks.
- xiii. Co-ordinate for STQC or any other certification as suggested by the Client.
- xiv. Monitor performance under SLAs and suggest changes in SLAs, if required
- xv. Monitoring the performance of the SI against the base project plan which the Consultant should prepare.
- xvi. Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- xvii. Suggest corrective and preventive measures to the Client and SI to enhance the performance of the system
- xviii. Coordinate with all the stakeholders and support the Client while interacting with various agencies (internal and external) during the course of the project.

- xix. Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the Client on a continued basis to facilitate the execution of the project.

b. Monitoring the deployment and commissioning of necessary hardware

- i. Monitoring installation and commissioning of information and communication technology (ICT) infrastructure
- ii. Monitor the facility management services and help desk of the SI, to ensure system uptime
- iii. Provide fortnightly reports to the Client for the status of implementation till “go-live”.

c. Engaging STQC for Audit/ other audit agency

- i. The Consultant will be responsible to engage STQC/ other audit agency to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the pan-city solutions.
- ii. The Consultant would be responsible for ensuring that the following activities and processes are undertaken in a manner which results in successful STQC certification. Specifically the STQC/ other audit agency shall look into:

c1. Application audit:

- i. Functionality audit *vis-a-vis* the functional requirement specification (FRS) agreed upon during development phase
- ii. Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.
- iii. Review of database structure which will include:
 - Classification of data in terms of sensitivity & levels of access
 - Security measures over database installation, password policies and user roles and privileges

- Access control on database objects – tables, views, triggers, synonyms, etc.
- Database restoration and recoverability
- Audit trails configuration and monitoring process
- Network connections to database

c2. Review of Network and Website will include:

- i. Penetration and vulnerability testing
- ii. Security exposures to internal and external stakeholders
- iii. Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.

c3. Review and Implementation of Security Policies and Controls will include:

- i. Review of backup process, disaster management/ recovery including schedule, storage, archival and decommissioning of media
- ii. Physical access controls review (over DC and other critical area)
- iii. Incident management process – covering identification, response, escalation mechanisms
- iv. Anti-virus (malware) controls – patching, virus definition file update
- v. General computer controls review
- vi. Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including data centre and disaster recovery centre as per the Bill OfMaterials specified for the SI.
- vii. Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
- viii. Identify the key issues / bottlenecks in the system and suggest mitigation plans.
- ix. Overall compliance to Master Service Agreement and Service Level Agreement - The compliance of the implementation partner with any other obligation under the MSA and SLA.

c4. UAT and Go-Live Report

- i. Assist & support to assess and certify the solution and associated infrastructure & services.
- ii. Planning, preparing & execution of the user acceptance test, tracing the functional requirements before the Go Live
- iii. Preparation and submission of Go-Live Report, which shall include the following:
 - Hardware at various locations and data centre
 - Networking equipments and connectivity
 - Data digitisation and migration
 - Training to the departmental personnel
 - Handholding support
 - Integration with applications of other departments / agencies etc.
 - Any corrective or preventive actions required from any of the stakeholders
 - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI

c4. Monitoring the O&M

- i. Preparation of the monitoring templates for project progress monitoring.
- ii. Support the Client for monitoring compliance of the contractual obligations of the SI.
- iii. Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
- iv. Ensure that the SLAs and performance levels defined for SI are met as per agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.

G. Post Implementation phase

- Once the system(s) are implemented and after Go-live of the Smart Solutions Projects, the Consultant is expected to provide handholding support to the Client in terms of organizing the data

gathered and analytics, supporting communications with the Client, in terms of compliance with the Smart City Proposal (SCP), monitoring KPIs and outcomes identified in the SCP, undertake periodic evaluation of Smart Solutions Project outcomes, preparing SOPs and training the stakeholders on it, suggest if the systems require any modifications and system enhancements, prepare a road map for moving to the next level / maturity etc.

- Any changes or improvements to the smart solutions already implemented in previous phase will have to be coordinated by the Consultant with the SI.
- Bhubaneswar expects the smart city initiatives to bring about a lasting change in the city administration framework as well as quality of life of the citizens. Therefore, post the Go-Live of the Smart Solutions Projects under ICOMC, the Consultant will be responsible for the following activities:

i. Regular analysis and improvement of implemented initiatives

- The Consultant will assist in the operations and sustainability of all the IT initiatives implemented under the Smart Cities Projects by the SI. This will include a regular study and analysis of the operations of these initiatives, study of SLA reports to confirm that SI adheres to the SLAs, assistance in contract administration of SIs, identification of improvement opportunities, etc. for each individual solution, the Consultant will be required to conduct regular demand forecasting and analysis, to ensure that the software / hardware / manpower sizing of each smart solution is adequate to seamlessly meet the future requirements.

ii. Impact assessment and evaluation of the initiatives

- The Consultant will create framework for evaluation of success parameters of the initiatives implemented under the Smart Solutions Project. These should include all the applicable regulatory / compliance guidelines, leading practices, international smart city standards (e.g. ISO

37120), KPIs set out by Bhubaneswar SCP, etc. As a part of its proposal, the Consultant should provide a snapshot of such a framework to demonstrate their understanding of the objectives of the Smart Solutions Project.

- Consultant will be required to periodically conduct assessment of all initiatives and update their status against the assessment scorecard. Corrective actions should be recommended and tracked on a regular basis.

iii. Data Analytics of various solutions

- Consultant will be required to utilize the analytics solutions deployed to provide insights and decision-support to the Client and related agencies. The Consultant shall establish initial methods and analysis methodologies, and later seek to institutionalize them as part of the functioning of the Client / concerned city agencies.
- The software applications for domain-specific challenges shall be implemented as part of the overall solution by the SI. The Consultant will initiate utilization of trend and predictive analysis capabilities in these solutions channelize insights into decision support and mainstream them. Analytics specific to traffic and transportation, to improve overall effectiveness of traffic management, parking, public transit operations, waste management, fare box collections and multi-modal integration shall constitute an important element of analytical exercises to be undertaken.
- Consultant is expected to enable the Client and key civic agencies in Bhubaneswar transform in the post-implementation phase to an analytics driven decision support organizations.

iv. Smart city initiatives dashboard creation

- The consultant will be required to facilitate implementation by the SI of a city level dashboard, which will summarize actionable insights from the multiple solutions in a single window, appropriate to different levels of city officials.

v. Institutionalization of ICT solutions into the city administration policies and frameworks

- One of the key requirements of this project includes institutionalization of the technology initiatives, so that the policies, processes and procedures of city administration in Bhubaneswar are revamped. Consultant shall continually undertake effective change management initiatives to mainstream the use of technology initiatives implemented under the Smart Solutions Project.

6.4.1. The Consultant shall provide support to the Client for the successful completion of the Smart Solutions Project and its handing over to Client/ any other agency as decided by the Client.

6.4.2. The Consultant shall be responsible for reviewing the work of System Integrator and approve payments to be made to the SI by the Client.

6.4.3. Progress report

The Consultant shall submit monthly & quarterly status & progress reports throughout the duration of the Contract in the format acceptable to the Client.

6.4.4. The Consultant shall submit the DPRs and feasibility reports in 3 hard bound copies and 1 soft editable and pdf format or as per the requirement of the Client.

6.5. Team Composition & Qualification Requirements

6.5.1. The Personnel required for the Services are categorized as Programme Support Team and Expert Pool .The Programme Support Team shall provide man months' time at the project office (PO) at Bhubaneswar. The Expert pool team shall be required to be present at the PO on the basis of the needs of the assignment. An indicative list of man-months for the Expert Pool, including time to be spent in the PO, is set out in paragraph 6.5.3 below.

6.5.2. Based on the scope of work, the Consultant shall assess the actual requirement of the Personnel for performing the Services for different Modules under the Smart Solutions Projects during the course of the assignment. The Consultant may deploy additional staff as per requirement of the assignment for which there will be no extra

financial implications for the Client and the cost of such additional staff is deemed to be included in the total Remuneration quoted by the Consultant in its Financial Proposal. Further, the Consultant may engage Additional Resources from the Resource Pool with the prior approval of the Client which Additional Resources will be specialized professionals to be appointed for specific scope of the Services. The remuneration of the Resource Pool is capped at the amount set out in Form FIN-2.

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

	Position	Man Month s	Minimum Qualification	Minimum Experience
	<ul style="list-style-type: none"> • Programme Support Team (To be deployed full Time at the Project office⁷, CVs to be provided for all the Team members but only the CV of the Deputy Team Leader will be evaluated during technical evaluation) 			
1.	Support-Deputy Team Leader cum programme management expert (To be Employee of the Company)	48	(i) Masters in Planning/Master in Civil Engineering/ Bachelor in Engineering with MBA (ii) Certificate course in PMP/ Prince2	<ul style="list-style-type: none"> • Should have minimum 10 years experience in consulting /implementation of ICT projects • Should have minimum 5 years out of 10 years experience in project management activities

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

2.	Support-Data analytics	48	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> • Should have minimum 07 (seven) years experience in similar field • Should have experience in development of city level dashboards, business intelligence and data warehousing and data management
3.	Support-Transit Operations	48	Degree in Engineering/planning	<ul style="list-style-type: none"> • Should have minimum 07 (seven) years experience in designing/managing of CAD/AVL and real-time information systems projects for public transport
4.	Support-Traffic Signalling and parking	48	Degree in Engineering/planning	<ul style="list-style-type: none"> • Should have minimum 07 (seven) years experience in designing developing and implementation of traffic control system, signal system planning and phasing
5.	Support-City operation	48	Degree in Engineering/planning	<ul style="list-style-type: none"> • Should have minimum 07 (seven) years experience in designing developing and implementation of Integrated control centre.
Expert Pool (CVs to be provided for all the experts and shall be evaluated during technical evaluation)				

1.	Team Leader cum IOC Expert (International ⁸) (To be the Employee of the Company)	16 (PO) 04 (HO ⁹)	Master in Information Technology/ Computer science or equivalent	<ul style="list-style-type: none"> • Should have minimum 15years experience in consulting /implementation of ICT projects • Should have Consulting/ Implementation experience of implementing at-least two city level Intelligent operation centre and other components of smart cities • Should have international experience in implementing at-least 1(one) Smart city project (at-least one module/solution relevant to this assignment)
2.	Public Transit ITS (Intelligent Transport System) Expert [International] (To be the Employee of the Company)	12 (PO) 04 (HO)	Master in Planning/Engineering or equivalent	<ul style="list-style-type: none"> • Should have minimum 15years experience in consulting /implementation of ICT projects • Should have led at least 3 CAD/AVL and Real Time Information Systems projects for public transit.

⁸International Expert means the expert other than Indian Origin⁹HO means Home Office (other than the Project Office at Bhubaneswar)

⁹HO means Home Office (other than the Project Office at Bhubaneswar)

3.	Sr. Business Analyst/ BPR Specialist	08 (PO) 04 (HO)	Degree in BE/B-Tech. with MBA	<ul style="list-style-type: none"> • 15 years' relevant experience • Worked in similar capacity for at least 7 years. • Should have worked on at least 1 (one) urban project in government sector in similar capacity.
4.	IoT Expert	08 (PO) 04 (HO)	BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science	<ul style="list-style-type: none"> • 15 Years experience in IT field • Minimum 3 years experience in implementing IoT/Machine to Machine (M2M) solutions and knowledge of the IoT/M2M market and ecosystems • Minimum 3 years experience in a client facing role demonstrating presentation skills and the ability to communicate with client management and executives • 3 years experience in applying analysis skills and the ability to develop processes
5.	ICT Expert	08 (PO) 04 (HO)	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> • 15 years in implementing ICT projects in Urban area. • Should have at least two projects of consulting/ implementing of city owned ICT wireless and wired networks.

6.	IT Systems Architect	08 (PO) 04 (HO)	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> • 15 years experience in similar field • Lead the technology systems design, Siscope and SLAs framework, and integration of different modules
7.	Information Security Systems Expert	08 (PO) 04 (HO)	MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP	<ul style="list-style-type: none"> • 15 years experience in similar field
8.	Traffic Signalling and parking specialist	08 (PO) 04 (HO)	Degree in Engineering/planning	<ul style="list-style-type: none"> • Should have minimum 15 (fifteen) years experience in designing developing and implementation of traffic control system, signal system planning and phasing
9.	Urban transport planner	08 (PO) 04 (HO)	Masters Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning/ master in Civil Engineering	<ul style="list-style-type: none"> • 15 years of experience in the area of Urban Transport Planning • Experience in city Mobility Plan preparation, • Transit Oriented Development (TOD) /
10.	Common payment card module expert	04 (PO) 02 (HO)	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> • Minimum 15 years of experience • Should have experience of consulting / implementing at least 2 interoperable payment mechanism.

11	Procurement specialist	08 (PO) 04 (HO)	Degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> • 15 years experience in the area of public procurement • Experience in contract procurement /management in ICT projects. • Knowledge of state purchase Manuel
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	<ul style="list-style-type: none"> • Resource Pool (CVs shall not be provided along with the Proposal but will be approved by the Client along with man months and financial implications before deployment for any specific scope of work/services).
1	Traffic Management and parking module leader/ Legal expert/ GIS expert/ Urban Finance Specialist/solution architect/ Networking & IT Infrastructure Specialist/ Video Analyst/ Disaster Management Expert or any other expert as intimated by the Client to deploy on the Project.
2	Office Support Staff such as Office Manager, Office Helper etc.

Note:

1. The Consultant may deploy additional staff as per requirement. But no additional payment shall be made. It is assumed that the Consultant has taken into consideration any such payment in the Financial Proposal.
2. **The Bidder may bid for more than one smart city, but if the Bidder is bidding for more than one smart city smart solutions simultaneously, it shall propose separate teams for each smart city. If at any time it is found by the Client that any Personnel proposed for this Smart Solutions Project is also part of another smart city team then the Client may disqualify the Bidder.**

6.6. Reporting Requirements and Time Schedule and Deliverables

The activity wise reporting requirements and deliverables for smart solutions shall be as follows:

6.6.1. Activity 1: Mobilization and establishment of Project office, and submission and acceptance of Inception Report by the Client

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

6.6.2. Activity 2: AS-Is (Situation analysis) report

Prepare and submit As-Is report module wise in the format acceptable to the Client.

6.6.3. Activity 3: Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance& approval by the Client

6.6.4. Activity 4: Feasibility Report

Prepare and submit Feasibility Study report module wise in the format acceptable to the Client.

6.6.5. Activity 5: Preliminary/Detailed Project Report(PDR/DPR)

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

6.6.6. Activity 6: Bid Process Management

After Approval of the DPR and based on discussions, the Consultant shall prepare bid documents for selection of the SI.

6.6.7. Activity 7: Project Implementation support

The Consultant shall provide the project implementation support as per the scope of works and any other instructions issued by the Client. The project implementation support means monitoring of the implementation by SI as per Master Service Agreement.

6.6.8. Activity 8: Post Implementation Support

The Consultant shall provide post implementation support as per the scope of work and the instructions (verbal or written) given by the Client. The post implementation support means monitoring of operation andmaintenanceof

the Smart Solutions Project by the System Integrator as per Service Level Agreement.

6.6.9. Activity 9: Transfer of Services

At the end of the post implementation support period and completion of all contractual obligations, the Consultant has to hand over the supervision and oversight of the Smart Solutions Project to the Client or any agency appointed by the Client. The Consultant shall provide all handholding support during the transition phase. The contractual provisions will be deemed complete only after the satisfactory completion certificate issued by the Client.

6.6.10. Time Schedule and activity wise Deliverable

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

S No.	Activity wise Deliverable	Time period (T₀ date of signing of Contract) and T₁ is the date of appointment of implementing agency
1	Activity 1: Mobilization and establishment of the project office, submission and acceptance of Inception Report by the Client	T₀+ 15 days
2	Activity 2: Preparation and Submission of As-Is (Situation Analysis) Report for Modules and its acceptance & approval by the Client	T₀+ 45 days
3	Activity 3: Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client	T₀+ 90 days
4	Activity 4: Preparation and submission of Feasibility study report and its acceptance & approval by the Client	T₀+ 120 days
5	Activity 5: Preparation and submission of DPR and its acceptance & approval by the Client	T₀+ 150 days

6	Activity 6: Preparation and submission of Bid documents and its acceptance & approval by the Client	T₀+ 180 days
	<p>Note:</p> <p>The time period may be extended for another up to 6 months as per the requirement of the module(s) by the Client for completion of the assignment up to the activity of Bid process management.</p>	
7	<p>Activity 7 Project Implementation Support</p> <p>a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of “Go-Live” Report</p>	From the date of selection of the implementation Agency T ₁ to acceptance of the Go-Live Report
8	Activity 8: Post Implementation Support	From acceptance of the Go-Live Report to T ₀ +4 year
9	<p>Activity 9: Transfer of Services</p> <p>At the end of the post implementation support period and completion of all contractual obligations, the Consultant has to hand over the supervision and oversight of the Smart Solutions Project to the Client or any agency appointed by the Client. The Consultant shall provide all handholding support during the transition phase. The contractual provisions will be deemed complete only after the satisfactory completion certificate issued by the Client.</p>	T ₀ +4 year

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

issues resolved/to be resolved related to assignments during the month.

6.7. Client's Input and Counterpart Services and Facilities

- (a) Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client with installation of fans/air conditions. The electricity charges shall be paid by the Client.
- (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: As per requirement and at the request of the Consultant
- (c) The Consulting firm will be responsible to:
 - Arrange for fully equipped office and office operation related facilities for project development team.
 - Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
 - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
 - Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.
 - The equipments/ furniture purchased from the funds provided by the Client shall be the property of the Client and on completion of the project the Consultant shall return all those equipments/furniture in workable condition.

Section 7. Standard Form of Contract

Attached Separately

Schedule I. Smart City Proposals

Attached Separately