

# REQUEST FOR PROPOSAL

RFP No.: GSCDCL/002/2017

**Client:** Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

**Country: INDIA**

**Credit #:4997-IN**

*Project Name:* **Capacity Building for Urban Development**

**Name of Assignment: Selection of Transaction Advisory Consulting Firms for Providing Technical Assistance to Urban Local Bodies in Issuing Municipal Bonds in Gwalior City**

**Issued on: 31/05/2017**

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## PART I

## Section 1. Letter of Invitation

RFP No. GSCDCL/002/2017

CreditNo.4997-IN

City: Gwalior

31/ May /2017

i.	A.K. Capital Services Limited Contact Person:Mr. Pankaj Agarwal, Associate Director 609, ^th Floor, Antriksh Bhawan, 22, Kasturba Gandhi Marg, New Delhi –110001 Tel: 011-23730749 Mobile: 9999305903 Email: pankaj.agarwal@akgroup.co.in
ii.	Axis Bank Limited Contact Person: Shri Premanshu Sharma, DVP-DCM & ET Axis House Noida, Room No. 22, Tower I, 4t Floor Sector 128, Noida –201304 Tel: 0120-6210838 Mobile: 9999055026 Email: premanshu.sharma@axisbank.com
iii.	Darashaw& Company Private Limited Contact Person: Mr. AnandMenon, 6th Floor, Express Building, 14th “E” Road, Near Govt. Law College, Churchgate(West), Mumbai-400020 Tel: 022-43022300 Mobile: 9860382302 Email: anand-menon@darashaw.com
iv.	ICICI Bank Limited Contact Person: Mr. Varun Gupta, ICICI Bank Towere, Bandra -Kurla Complex, Mumbai-400051 Tel: 022-66967808 Mobile: 9004418198 Email: varun.gup@icicibank.com
v.	ICRA Management Consulting Services Limited Contact Person: Mr. Raj Kamal Bindal, Logix Park, First Floor, Tower A4 & A5 Sector-16, Noida-201301, UP Tel: +91-120-4515808 Mobile: 9811771448 Email:raj.bindal@imacs.in
vi.	SBI Capital Markets Limited Contact Person:Mr. Ashish Sable 202, Market Tower E, Cuffe Parade,Mumbai-400005 Tel: 022-22188336 Mobile: 9820295918 Email: ashish.sable@sbicaps.com

vii.	SPA Capital Advisors Ltd. Contact Person: Mr. Sanjay Gupta, Associate Director 25 C-Block, Community Centre, Janakpuri, New Delhi-110058 Tel: 011-45675522 Mobile: 9810508845 Email: sgupta@spacapital.com
viii.	SREI Infrastructure Finance Limited Contact Person: Mr. Sanjeet Kumar Pandey, Chief Operating Officer Vishwakarma, 86 C, Topsia Road, (South), Kolkata-700046 Tel: 011-66025827, Mobile: 9818699673 Email: sanjeet.pandey@srei.com
ix.	Yes Bank Limited Contact Person: Mr. Nikhil Sahani 48, Nyaya Marg, Chanakyapuri, New Delhi Tel: 011-66569040 Mobile: 9871020033 Email: nikhil.sahni@yesbank.in

Dear Mr. /Ms.:

1. The Government of India (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of a credit (hereinafter called “credit”) toward the cost of Capacity Building for Urban Development (CBUD) Project. The Ministry of Urban Development (MoUD), Government of India, an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *Ministry of Urban Development* (client) and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **“Selection of Transaction Advisory Consulting Firms for Providing Technical Assistance to Local Urban Bodies in Issuing Municipal Bonds in Gwalior City”**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

*[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all*

*members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]*

S.No.	Firm	Country of Incorporation
1	A.K. Capital Services Limited Contact Person: Mr. Pankaj Agarwal, Associate Director 609, 6th Floor, Antriksh Bhawan, 22, Kasturba Gandhi Marg, New Delhi –110001 Tel: 011-23730749 Mobile: 9999305903 Email: pankaj.agarwal@akgroup.co.in	
2	Axis Bank Limited Contact Person: Shri Premanshu Sharma, DVP-DCM & ET Axis House Noida, Room No. 22, Tower I, 4th Floor Sector 128, Noida –201304 Tel: 0120-6210838 Mobile: 9999055026 Email: premanshu.sharma@axisbank.com	
3	Darashaw & Company Private Limited Contact Person: Mr. Anand Menon, 6th Floor, Express Building, 14th “E” Road, Near Govt. Law College, Churchgate (West), Mumbai-400020 Tel: 022-43022300 Mobile: 9860382302 Email: anand-menon@darashaw.com	
4	ICICI Bank Limited Contact Person: Mr. Varun Gupta, ICICI Bank Tower, Bandra -Kurla Complex, Mumbai-400051 Tel: 022-66967808 Mobile: 9004418198 Email: varun.gup@icicibank.com	
5	ICRA Management Consulting Services Limited Contact Person: Mr. Raj Kamal Bindal, Logix Park, First Floor, Tower A4 & A5 Sector-16, Noida- 201301, UP Tel: +91-120-4515808 Mobile: 9811771448 Email: raj.bindal@imacs.in	
6	SBI Capital Markets Limited Contact Person: Mr. Ashish Sable 202, Market Tower E, Cuffe Parade, Mumbai-400005 Tel: 022-22188336 Mobile: 9820295918 Email: ashish.sable@sbicaps.com	
7	SPA Capital Advisors Ltd. Contact Person: Mr. Sanjay Gupta, Associate Director 25 C-Block, Community Centre, Janakpuri, New Delhi-110058 Tel: 011-45675522 Mobile: 9810508845 Email: sgupta@spacapital.com	
8	SREI Infrastructure Finance Limited Contact Person: Mr. Sanjeet Kumar Pandey, Chief Operating Officer	

S.No.	Firm	Country of Incorporation
	Vishwakarma, 86 C, Topsia Road, (South), Kolkata-700046 Tel: 011-66025827, Mobile: 9818699673 Email: sanjeet.pandey@srei.com	
9	Yes Bank Limited Contact Person: Mr. Nikhil Sahani 48, Nyaya Marg, Chanakyapuri, New Delhi Tel: 011-66569040 Mobile: 9871020033 Email: nikhil.sahni@yesbank.in	

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selection method (QCBS) (**Lump Sum**) and in a Proposal format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: [www.gwaliorSMARTCITY.org](http://www.gwaliorSMARTCITY.org)
- 6.
7. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract (Time Based)
8. Please inform us by 07/06/2017, in writing by E-mail at [gwaliorSMARTCITY@gmail.com](mailto:gwaliorSMARTCITY@gmail.com)
  - (a) That you have received the Letter of Invitation; and
  - (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Chief Executive Officer,  
Gwalior Smart City Development Corporation Limited (GSCDCL)  
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh  
Email: [gwaliorSMARTCITY@gmail.com](mailto:gwaliorSMARTCITY@gmail.com)



**Section 2. Instructions to Consultants and Data Sheet**

**A. General Provisions**

<p><b>1. Definitions</b></p>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the <b>Data Sheet</b>, as they may be issued and in force from time to time.</p> <p>(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(e) “Borrower” means the Government, Government agency or other entity that signs the [loan/financing/grant<sup>1</sup>] agreement with the Bank.</p> <p>(f) “CBUD” means Capacity Building for Urban Development</p> <p>(g) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(h) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(i) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(j) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(k) “Day” means a calendar day.</p>
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<sup>1</sup>[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (l) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (m) “Government” means Government of India.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that providesthe shortlisted Consultants with all information needed to prepare their Proposals.
- (q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (r) “MoUD” means Ministry of Urban Development
- (s) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (t) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (u) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (v) “SRFP” means the Standard Request for Proposals, which must be used by the Client as thebasis for the preparation of the RFP.
- (w) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (x) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while

	<p>remaining responsible to the Client during the performance of the Contract.</p> <p>(y) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting activities</b></p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has</p>

	<p>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.</p>
<p><b>b. Conflicting assignments</b></p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p><b>c. Conflicting relationships</b></p>	<p>(iii) <u>Relationship with the Client’s staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>
<p><b>4. Unfair Competitive Advantage</b></p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p><b>5. Corrupt and Fraudulent Practices</b></p>	<p>5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to</p>

	<p>have them audited by auditors appointed by the Bank.</p>
<p><b>6. Eligibility</b></p>	<p>6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p><b>a. Sanctions</b></p>	<p>6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b>.</p>
<p><b>b. Prohibitions</b></p>	<p>6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
<p><b>c. Restrictions for Government-owned Enterprises</b></p>	<p>6.3.3 Government-owned enterprises or institutions in the Borrower’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate</p>

	<p>from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
<p><b>d. Restrictions for public employees</b></p>	<p>6.3.4 Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower’s country, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower’s country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
<p><b>B. Preparation of Proposals</b></p>	
<p><b>7. General Considerations</b></p>	<p><b>7.1.</b> In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p><b>8. Cost of Preparation of Proposal</b></p>	<p><b>8.1.</b> The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept</p>

	any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	<b>9.1.</b> The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the <b>Data Sheet</b> .
<b>10. Documents Comprising the Proposal</b>	<p><b>10.1.</b> The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p><b>10.2.</b> If specified in the <b>Data Sheet</b>, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p><b>10.3.</b> The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<b>11. Only One Proposal</b>	<b>11.1.</b> The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .
<b>12. Proposal Validity</b>	<p><b>12.1.</b> The <b>Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p><b>12.2.</b> During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p><b>12.3.</b> If it is established that any Key Expert nominated in the Consultant'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 disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<b>a. Extension of Validity Period</b>	<b>12.4.</b> The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should

	<p>the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p><b>12.5.</b> If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p><b>12.6.</b> The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p><b>b. Substitution of Key Experts at Validity Extension</b></p>	<p><b>12.7.</b> If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p><b>12.8.</b> If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>
<p><b>c. Sub-Contracting</b></p>	<p><b>12.9.</b> The Consultant shall not subcontract the whole of the Services.</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p><b>13.1.</b> The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted</p>



	<p>Consultants reasonable time to take an amendment into account in their Proposals.</p> <p><b>13.2.</b> The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p><b>14.1.</b> While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2. The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3. If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p> <p>14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p><b>15.1.</b> The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the</p>

	<p>Proposal non-responsive.</p> <p><b>15.2.</b> Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>16. Financial Proposal</b>	<b>16.1.</b> The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b> .
<b>a. Price Adjustment</b>	<b>16.2.</b> For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .
<b>b. Taxes</b>	<b>16.3.</b> The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	<b>16.4.</b> The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	<b>16.5.</b> Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p><b>17.1</b> The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p><b>17.2</b> An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p><b>17.2.1</b> A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's</p>

	<p>authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “<b>TECHNICAL PROPOSAL</b>”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “<b>DO NOT OPEN UNTIL 21/06/2017.</b>”</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “<b>FINANCIAL PROPOSAL</b>” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “<b>DO NOT OPEN BEFORE 21/06/2017.</b>”</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the <b>Data Sheet</b> and received by the Client no later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p><b>18. Confidentiality</b></p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award</p>

	<p>recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.</p>
<p><b>19. Opening of Technical Proposals</b></p>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>
<p><b>20. Proposals Evaluation</b></p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>21. Evaluation of Technical</b></p>	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the</p>

<p><b>Proposals</b></p>	<p>Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p>
<p><b>22. Financial Proposals for QBS</b></p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.</p>
<p><b>24. Correction of</b></p>	<p>24.1 Activities and items described in the Technical Proposal but</p>

<b>Errors</b>	not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the <b>Data Sheet</b> .
<b>26. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection(FBS)</b>	27.2 In the case of FBS, those Proposals that exceed the budget

indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

<b>c. Least-Cost Selection</b>	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	<p>28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p>
<b>a. Availability of Key Experts</b>	<p>28.3 The invited Consultant 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 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant 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 candidate.</p>
<b>b. Technical negotiations</b>	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<b>c. Financial negotiations</b>	<p>28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a</p>



	<p>Lump-Sum contract shall not be negotiated.</p> <p>28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p><b>29. Conclusion of Negotiations</b></p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p><b>30. Award of Contract</b></p>	<p>30.1 After completing the negotiations the Client shall obtain the Bank’s no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the <b>Data Sheet</b>; and promptly notify the other shortlisted Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>

## Instructions to Consultants

### E. Data Sheet

[“*Notes to Client*” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

<b>A. General</b>	
<b>ITC Clause Referenc e</b>	
<b>1 (c)</b>	<i>Law of the land (INDIA)</i>
<b>2.1</b>	<p><b>Name of the Client: Ministry of Urban development (MoUD)</b>, Government of India represented by Government of Madhya Pradesh under Capacity Building for Urban Development (CBUD)</p> <p><b>Method of selection:</b> Quality and Cost based Selection (QCBS) as per</p> <p><b>Applicable Guidelines:</b> Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by Gwalior Smart City Development Corporation Borrowers, dated January 2011 available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Selection of Transaction Advisory Consulting Firms for Providing Technical Assistance to Local Urban Bodies in Issuing Municipal Bonds (Gwalior City).</p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: 07-06-2017 _____</p> <p>Time: _1600Hrs _____</p> <p>Address: The Chief Executive Officer, Gwalior City Development Corporation Limited (GSCDCL) Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh</p> <p>Telephone: : 0751 2438386 Facsimile: _____</p> <p>E-mail: <a href="mailto:gwaliorsmartcity@gmail.com">gwaliorsmartcity@gmail.com</a></p>
<b>2.4</b>	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> NA

4.1	NA
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: <a href="http://www.gwaliorSMARTCITY.org/www.worldbank.org/debarr">www.gwaliorSMARTCITY.org/www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-2  (4) TECH-3  (5) TECH-4  (6) TECH-5  (7) TECH-6</p> <p>AND</p> <p><b>2<sup>d</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>(1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4  (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p><b>Statement of Undertaking is required</b>  Yes</p>

11.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b> Yes</p>
12.1	<p><b>Proposals must remain valid for 120 days</b> calendar days after the proposal submission deadline (i.e., until: 28.09.2017).</p>
13.1	<p><b>Clarifications may be requested no later than 15 days prior to the submission deadline.</b></p> <p>The address for requesting clarifications is: All requests for clarifications shall be made online through mail at E-mail (gwaliorsmartcity@gmail.com).</p>
14.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s): No</p> <p><b>Or</b></p> <p>(b) other shortlisted Consultants: No</p>
14.1.2	<p><b>Estimated input of Key Experts' time input : 22 person months</b> <b>(The inputs will vary from city to city dependant on population/households in the city)</b></p>
14.1.3	<p><i>Not Applicable</i></p>
14.1.4	<p>NA</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>List of applicable Reimbursable expenses in local currency:</i></p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p>

	<p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> No
<b>16.3</b>	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will</p> <p style="padding-left: 40px;">-reimburse the Consultant for indirect local taxes (service tax) -Yes</p> <p style="padding-left: 40px;">-reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</p>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p><b>The Financial Proposal should state local costs in the Client’s country currency (local currency):</b> Yes</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The consultant shall not have the option of submitting proposal electronically. YES</b></p> <p>(a) <b>Technical Proposal:</b> one (1) Copy of the original proposal</p> <p>(b) <b>Financial Proposal:</b> one (ONLINE ONLY)</p>
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <p><b>Physical submission</b></p> <p style="padding-left: 40px;">(a) <b>Technical Proposal:</b> one (1) hard Copy of the original proposal</p> <p><b>No financial proposal to be submitted in Hard Copies</b></p>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b>__21/June/2017</p>

	<b>Time:</b> 17:30 Hrs																																										
<b>19.1</b>	<b>An online option of the opening of the Technical Proposals is offered:</b> No																																										
<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals NA</b>																																										
<b>21.1</b> (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:																																										
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	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant																																										

	<p>percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) : 80%</p> <p><b>Total points for the three criteria: 100</b></p> <p>.....</p> <p><b>The minimum technical score (St) required to pass is: 75 (seventy five) points</b></p>
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered: No</b>
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude: (a) all identifiable indirect taxes such as Service Tax or similar taxes levied on the Consultant's invoices</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> <p><b>All applicable taxes shall be paid by the Consulting firm</b></p> <p><b>The Client shall reimburse the Service Tax to the consultant as per the applicable rates</b></p>
<b>26.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</b></p> <p><b>The official source of the selling (exchange) rate is: State Bank of India [SBI] B.C selling rate of Exchange</b></p> <p><b>The date of the exchange rate is: the last date for submission of proposals</b></p>
<b>27.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price,</p>

	<p>and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 0.80, and</b>  <b>P = 0.20</b></p> <p>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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations: To be Intimated</b>  <b>Address:</b> The Chief Executive Officer,  Gwalior City Development Corporation Limited (GSDCL)  Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh  Telephone: : 0751 2438386 Facsimile: _____  E-mail: <a href="mailto:gwaliorsmartcity@gmail.com">gwaliorsmartcity@gmail.com</a></p>
<b>30.1</b>	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <a href="http://www.moud.gov.in">www. moud.gov.in</a></b></p> <p>The publication will be done within 07 (seven)days <b>after the contract signing.</b></p>
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> will be informed later



### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√”	“If applicable”	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√”	“If applicable”	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

**FORM TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

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To:

The Chief Executive Officer,  
Gwalior City Development Corporation Limited (GSCDCL)  
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Providing Technical Assistance to Local Urban Bodies in Issuing Municipal Bonds in *Gwalior City* in accordance with your Request for Proposals dated *xx/xx/2017* and our Proposal. *on the QCBS selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the Gwalior Smart City Development Corporation Group or a debarment imposed by the Gwalior Smart City Development Corporation Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Gwalior Smart City Development Corporation and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company’s name or JV’s name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM TECH-2**  
**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

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

**B - Consultant’s Experience**

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1. List only previous **similar** assignments successfully completed<sup>2</sup> in the last *10 (ten)* years.
  
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

---

<sup>2</sup>The Claims of completion shall be self-certified. A copy of agreement along with or showing the scope of the work is required to be submitted. Substantially completed assignments shall be considered in case the Applicant has completed and submitted Draft Final Report. The client may seek clarifications, if required

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**FORM TECH-3**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND**  
**FACILITIES TO BE PROVIDED BY THE CLIENT**

---

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

**FORM TECH-4**  
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE**  
**TERMS OF REFERENCE**

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

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

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

**FORM TECH-5**  
**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

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



**FORM TECH-6**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS**

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
n															
											<b>Subtotal</b>				
<b>NON-KEY</b>															
N-1			[Home]												
			[Field]												
N-2															



**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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**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. }

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[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:**

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

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Experts 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 Consultant  
(the same who signs the Proposal)

#### **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant 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 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

The Chief Executive Officer,  
Gwalior City Development Corporation Limited (GSCDCL)  
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Providing Technical Assistance to Local Urban Bodies in Issuing Municipal Bonds in Gwalior City in accordance with your Request for Proposal dated 31/05/2017 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {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 subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost			
	{ Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used }			
	{Insert Foreign <sup>3</sup> Currency # 1 }	{Insert Foreign Currency # 2, if used }	{Insert Foreign Currency # 3, if used }	{Insert Local Currency, if used and/or required (16.4)}
<b>Total Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></b> { Should match the amount in Form FIN-1 }				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax: e.g., Service				
<b>Total Estimate for Indirect Local Tax:</b>				

**Footnote: Payments will be made in the currency- Indian Rupees**

<sup>3</sup>Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others



**FORM FIN-3 BREAKDOWN OF REMUNERATION**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

<b>A. Remuneration</b>								
No.	Name	Position (as in TECH-6)	Person- month Remunerati on Rate	Time Input in Person/Mon th (from TECH-6)	{Curren cy # 1- as in FIN-2}	{Currenc y # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN- 2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					

---

N-2			[Field]					
	Total Costs							

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**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

<b>B. Reimbursable Expenses</b>								
N <sup>o</sup>	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., International flights}	{Ticket}						
	(e.g., Domestic travels)	{Trip}						
	{e.g., In/out airport /Rly Station/Bus Stand transportation}	{Trip}						
	Local Travel	Month						
	{e.g., Communication costs (telephone, internet etc.)}	Month						
	{ e.g., reproduction of	month						
	{e.g., Office running cost including stationery, office maintenance, office equipment etc.)	month						
	.....							
Total Costs								

Legend:  
 “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence.

## Section 5. Eligible Countries

**In reference to ITC6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

## Section 6. Bank Policy – Corrupt and Fraudulent Practices

### **Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by Gwalior Smart City Development Corporation Borrowers, dated January 2011:**

#### **“Fraud and Corruption**

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>4</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>5</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>6</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>7</sup>;

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<sup>4</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Gwalior Smart City Development Corporation staff and employees of other organizations taking or reviewing selection decisions.

<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>6</sup> 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.

<sup>7</sup>For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>8</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>9</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>8</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the Gwalior Smart City Development Corporation Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>9</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

## **Section 7: Terms of Reference**

### **1. Objective of Assignment**

The objective of the assignment is to provide technical assistance to the ULBs to understand the options for financing their projects from the markets, preferably by issuing municipal bonds.

### **2. Scope of Work and Tasks to be performed under the Assignment**

The Key activities under the assignment will include:

#### **A) Inception Phase**

The consulting firm will develop a roadmap for the assignment in this phase, including

- Brief assessment of past bond transactions or borrowings undertaken by the ULB or by other ULBs in the State. The consultant will review the experience of commercial borrowing by municipal entities in India through review of secondary literature, successes and failures and key lessons learnt.
- Possible capital market instruments that could be used by ULBs including key aspects of such instruments, advantages and disadvantages in general. The consultant will specifically review the guidelines for borrowing issued under JNNURM and assess the suitability of various instruments for the ULB being studied. Key parameters useful for prioritisation of ULBs / cities in undertaking a capital market transaction
- Timelines for development of a detailed model and documents, timeline for appointment of a SEBI registered merchant banker by the ULB for a bond issue (if applicable) and completion of borrowing.

#### **B) Model Development Phase**

- The ULB has already developed feasibility reports/ detailed project reports for the projects that it proposes to undertake. Based on these reports, the consultant will prepare a consolidated capital investment plan with projections of investments, contribution from various sources such as grants from national and State programmes, and identify the residual financing requirement that the ULB has to meet.

- The consultant will also review the financial assessment done by the Credit Rating agency which will include a review of the financial situation of the ULB for the past five years, projection of revenue and expenditure of the ULB taking into account various reforms measures that are ongoing and proposed and the impact of the proposed investments.
- Based on the financial analysis, the consultant will identify the financial contribution the ULB can make out of its own surpluses and the borrowing that would be required.
- The consultant will also review the preparedness of the ULB for bond issue or bank borrowing including the quality of accounting and financial statements, currency of audit and soundness of financial management within ULB.
- Based on the capital investment plan, financial projections of the ULB and the readiness of ULB, the consultant will advise the ULB on the suitability of various options for borrowing and the feasibility of borrowing. The consultant will arrange workshops/meetings with commercial banks and/or merchant bankers for an initial feedback on findings and suggested borrowing route. The consultant will support the ULB in internal discussions and consultations to choose the appropriate form of borrowing.
- Based on the ULB's choice of borrowing, the consultant will assist the ULB till the borrowing programme is completed.

### **C) Roll-Out-Phase**

If the ULB chooses the municipal bond route, the consultant will assist the ULB in a) securing necessary approvals from Department Finance for tax free status, appointment of a credit rating agency and appointment of a merchant banker. This will include the following steps which may be taken up in parallel as may be possible. The ULB will appoint the credit rating agency/ merchant banker and other agencies and will bear their respective fees.

- a) Based on the guidelines for issue of municipal bonds, assist the ULB in preparing an application for tax free status, support the ULB in providing the required clarifications to Government of India.
- b) Assist the ULB in appointment of a credit rating agency
- c) Assist the ULB in appointment of a merchant banker for the proposed bond issue.
- d) Provide support to the ULB in submitting information to the merchant banker as may be required regarding capital investment plan, financial analysis etc.
- e) Assist ULB by providing information/ clarifications on financial analysis to the credit rating agency and the merchant banker. This assistance will continue till the closure of the bond issue.



If the ULB chooses the commercial borrowing route, the consultant will assist the ULB in interactions with commercial banks including in the following steps

- a) Preparation of a project document for submission to the commercial banks.
- b) Identifying a list of commercial banks to be approached.
- c) Arranging and participating in meetings with commercial banks along with the ULB.
- d) Submission of loan applications as per the formats of the respective commercial banks.
- e) Assisting ULB in providing information/ clarifications to the commercial banks for appraisal by the bank and till the disbursement of the first instalment.

### 3. Outputs and Deliverables

- i. The total time for assignment is 09 (Nine) Months
- ii. The reporting structure for this assignment will be based on the following outputs and Deliverables:

Report	Time line	Documents	Deliverables and Contents
Inception Report	End 2 weeks from start date as per contract	Hard copies, and Electronic version (pdf and editable)	<ul style="list-style-type: none"> <li>All activities defined in Inception phase of Scope of work.</li> </ul>
Interim Report	End of 2 <sup>nd</sup> Month from start date	Hard Copies, and Electronic version (pdf and editable)	Capital investment plan and financial analysis/projections; Suitability of various financing options
Roll Out Phase -	Between 3 <sup>rd</sup> month from the Start and till end	Hard Copies, and Electronic version (pdf and editable)	<ul style="list-style-type: none"> <li>Support to ULB as per the chosen financing option</li> </ul>
Final Report	End of 9 <sup>th</sup> months from start date	Hard Copies, and Electronic version (pdf and editable)	<ul style="list-style-type: none"> <li>Completion report summarising the borrowing programme and the steps ULB should take for effective management of repayments.</li> </ul>

**Note:** Team Composition and qualification Requirement for key experts

- i. The assignment is to be undertaken by a full-time Team Leader who should be a financial specialist and should have experience of working with urban local bodies. The contract period will be for 9 ( Nine) months. The team should be able to demonstrate the qualifications and experience as prescribed in table below:

<b>Position</b>	<b>Qualifications &amp; skills</b>	<b>Experience</b>
Team Leader	<ul style="list-style-type: none"> <li>• Chartered accountant/ Cost Accountant/ Post Graduate in Finance, Economics or Public Finance or MBA.</li> <li>• Good knowledge of capital/municipal bond market.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 8 years' experience in supporting ULBs in financial analysis and preparation of capital investment plans.</li> <li>• Experience in supporting ULBs in successful borrowing programmes (bank or bond issues) will be preferred.</li> </ul>
Finance Experts (2)	<ul style="list-style-type: none"> <li>• Chartered accountant/ Cost Accountant/ Post Graduate in Finance, Economics or Public Finance or MBA.</li> <li>• Good knowledge of capital/municipal bond market</li> </ul>	<ul style="list-style-type: none"> <li>• Experience of 6 years in financing modelling, Indian taxation, municipal finance, risk, credit rating.</li> </ul>

**Note:** *Support Staff shall be deployed by the Consultant as per the requirement of the assignment. The requirement and remuneration of the support staff shall be included in the financial proposal by the Consultant. The CVs of the support staff shall not be submitted along with the proposal and shall not be evaluated for technical evaluation.*

#### **4. TA management and counterpart staff**

The assignment will be contracted by the (insert name of State) Government of Madhya Pradesh for carrying out the assignment in Gwalior City.

#### **A. Services to be provided by the ULB**

- i. The State will nominate a Nodal Officer at the State Level/ULB level who will be responsible for coordinating the implementation in the cities.
- ii. The Smart City Gwalior will:
- iii. Nominate officers to provide all the necessary data, project details and documents required by the consulting firm for carrying out the assignment.

**B. Items to be provided by the agency**

In addition to the results and deliverables listed above, the Consultant will arrange inter-alia:

- i. All materials and equipment necessary for carrying out the assignment.
- ii. All report production and necessary translations.
- iii. Arrange for all accommodation, transportation and travelling required for the assignment.

**Section 8. Conditions of Contract and Contract Forms**

Attached separately