



Smart City
MISSION TRANSFORM-NATION

REQUEST FOR PROPOSAL (RFP) – Volume I

NIT No. 262/S.C. DATED 25-11-2016

**FOR APPOINTMENT OF PROJECT MANAGEMENT UNIT FOR
NAGPUR SMART CITY PROJECT**

**NAGPUR SMART AND SUSTAINABLE CITY DEVELOPMENT
CORPORATION LIMITED (NSSCDCL)**

Disclaimer

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

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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Glossary

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Clause 7.4
Documents	As defined in Clause 2.9
Effective Date	As defined in Clause 2.1 of Schedule-2
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 2.11.1 and 2.11.2
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Schedule-2

Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
PPP	Public Private Partnership
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(p) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 4, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(q) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in paragraph 7, Schedule-1
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

INVITATION FOR PROPOSAL

1 INTRODUCTION

1.1 Background

Under Government of India (GoI) Smart Cities Project, the Nagpur Smart and Sustainable City Development Corporation Limited (the “Authority”), a Special Purpose Vehicle (SPV) for Nagpur Smart City Project has been established as a company under the Indian Companies Act 2013. The Authority would receive funding from GoI and Government of Maharashtra (GoM, state government) for the development of smart city in Nagpur and proposes to use a part of this funding for the said assignment. The Authority is a government-owned company with equal shareholding from Nagpur Municipal Corporation and the state government.

In pursuance of the above, the Authority has decided to carry out the process for Appointment of Project Management Unit for Nagpur Smart City Project. The area identified for ABD includes 951 acres of Pardi-Bharatwada-Punapur in the eastern periphery of the city. Details of the area chosen for the Area Based Development proposal can be obtained from the Smart City Proposal of the Nagpur Municipal Corporation.

1.2 Request for Proposal

The Authority invites proposals (the “Proposals”) from firms for selection of a Consultant (the “Consultant”) who shall assist the Authority in implementation of Smart City Project in conformity with the TOR (collectively the “Consultancy”). The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

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

1.4 Sale of RFP Document

RFP document can be downloaded from the website of www.mahatenders.gov.in. However, the bids of only those Applicants shall be considered for evaluation who have made online payment of Rs 10,000/- (Rs Ten thousand only) for the RFP document plus service & gateway charges, without which bids will not be accepted. The RFP Fee of Rs 10,000/- (Rs. Ten thousand only) is to be submitted by applicants by making online payment only against this RFP.

1.5 Validity of the Proposal

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

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal and financial proposal shall be submitted only in soft copy online through e-procurement portal. In the first stage, a technical evaluation will be carried out as specified in Clause 2.1. Based on this technical evaluation, a list of short-listed applicants shall be

prepared as specified in Clause 2.2. In the second stage, a financial evaluation will be carried out as specified in Clause 2.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 2.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Payment

For the purposes of technical evaluation of Applicants, [Rs. 65 (Rupees sixty five)] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

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

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Last date for Purchase of RFP	1 day prior to PDD
2	Last date for receiving queries/clarifications	3 rd December 2016 (18:00 hrs)
3	Pre-Proposal Conference	6 th December 2016 at 11:00 hrs. at Nagpur Municipal Corporation, Civil Lines, Nagpur
4	Proposal Due Date or PDD	23 rd December 2016 before 15:00 hrs.
5	Opening of Technical Proposals	On Proposal Due Date at 15:30 hrs.
6	Opening of Financial Proposals	To be intimated later
7	Validity of Proposals	As mentioned in Clause 0

1.9 Pre-Proposal visit and inspection of data

Prospective Applicants may visit the office of the Project Authority and the Project site and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Chief Executive Officer,

Nagpur Smart and Sustainable City Development Corporation Limited (NSSCDCL),

Nagpur Municipal Corporation, Civil Lines, Nagpur

Email: addlmcnmc@gmail.com, vedmahesh1@gmail.com

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be per Clause 1.8:

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to the Authority's representative at the address specified in Clause 1.9.
- 1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. 262/S.C. DATED 25-11-2016 for "Appointment of Project Management Unit for Nagpur Smart City Project"

1.12 INSTRUCTIONS TO APPLICANTS

A. GENERAL

1.13 Scope of Proposal

- 1.13.1 Detailed description of the objectives, scope of services, and other requirements relating to this Consultancy are specified in this RFP. In case an Applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "Sole Firm"). Consortium of firms in response to this invitation is not permitted. The term Applicant (the "Applicant") means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 1.13.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 1.13.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at APPENDIX – I – TECHNICAL PROPOSAL FORMAT and the Financial Proposal shall be submitted in the form at APPENDIX – II – FINANCIAL PROPOSAL FORMAT. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at SCHEDULE 2 – FORM OF AGREEMENT.
- 1.13.4 Key Personnel

The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel"):

Sr. No.	Key Personnel (core team)
1.	Project Manager
2.	Urban Planner
3.	Civil Engineer

4.	Infrastructure Project Finance Specialist
5.	Institutional Development Specialist
6.	ICT & MIS Manager
7.	Procurement & Bid/Contract Management Expert
8.	eGovernance and ease of Doing Business Specialist

1.14 Conditions of Eligibility of Applicants

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

1.14.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) Basic Eligibility Criteria:

- a. The Applicant shall be a private company incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability Partnership Act, 2008. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with Technical Proposal as annexure.
- b. Applicants must have a valid service tax registration in India.
- c. The Applicant must have at least an office in India which is operational for a period of last three years or more.

(B) Technical Capacity: The Applicant shall have, in the last ten years immediately preceding the Proposal Due Date (PDD) demonstrated experience in assignments at various governmental levels (Central/State/Municipal (ULB)/Public Sector Undertaking) including the following categories:

- a. Category 1: Experience of operating a PMU at State/ULB level for more than one year where scope of work should include project appraisal support and bid process management with consultancy fees more than Rupees 100.00 Lac. This category should include at least 05 (five) eligible assignments
- b. Category 2: Experience in preparation of detailed feasibility studies/Business plan/Development Plan/ Concept/Perspective Plan of integrated infrastructure projects (sector/area development or redevelopment). This experience may be represented by townships, Special Economic Zones (SEZs), Industrial Areas/Corridors/Parks, or integrated real estate development. This category to include at least 05 (five) eligible assignments.
- c. Category 3: Experience of PPP transaction advisory projects in sectors such as Urban Infrastructure/ Real estate/ Industrial Infrastructure/ Tourism/ Transport of project value over INR 200 crore each. This category to include at least 02 (two) eligible assignments.
- d. Category 4: The Applicant shall have experience in providing consultancy services as knowledge partner for investment promotion to Central /State Government. This category to include at least 02 (two) eligible assignments.

(C) Financial Capacity: The Applicant should have received a minimum average annual turnover from professional fee: INR 250.00 crores in each of the last three financial years including 2013-14, 2014-15, and 2015-16. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.

(D) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel, meeting the requirements specified in Sub-clause (E) below.

(E) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Sr. No	Key Personnel	Estimated inputs	Qualifications and Skills	Minimum experience in years	Minimum Experience
1.	Project Manager	36 months	Post-Graduation in Business Administration / Project Management and Graduation in degree in engineering	10 years	Should have relevant exposure / experience of Project Management in large scale government programme in Technology Solutions / eGovernance / Urban Planning & Development Should have experience of providing advisory and PMU services (DPR/RFP preparation) services in large government projects in India. Certified in Project Management certifications like PMP, Prince 2 etc. preferred
2.	Urban Planner	36 months	Post Graduate in planning	05 years	Experience demonstrated by work experience in/related to formulating area plans, smart city proposals, detailed master plan, development control regulations, detailed project reports, City Development Plans, and Comprehensive Mobility Plan. Also, have experience in working with GIS software.
3.	Civil Engineer	36 months	Graduate in civil engineering	05 years	Experience demonstrated by work experience in/related to formulating block cost estimates, schedule of rates, and

Sr. No	Key Personnel	Estimated inputs	Qualifications and Skills	Minimum experience in years	Minimum Experience
					tender packaging
4.	Infrastructure Project Finance Specialist	36 months	Post Graduate in Business Administration (Finance)/ Economics/CFA/ CA	05 years	Experience in conducting market demand assessment and financial analysis/ feasibility study of real estate projects (PPP)/ sector or area-based development/redevelopment projects/ integrated infrastructure development projects such as townships, Special Economic Zones (SEZs), industrial infrastructure/area/parks and/or integrated real estate development, mixed-use development.
5.	Institutional Development Specialist	36 months	Post Graduate in Management/ policy research/ humanity or equivalent	05 years	Experience in drafting training manuals, change management, developing and operationalising organization structure, reorganizing/transforming structures (public entities), and identifying, coaching, & delivering relevant learning and development modules to new and existing staff regarding role development in organizations of minimum size of 50 personnel.
6.	ICT & MIS Manager	36 months	Post Graduate in Management and B.Tech / B.E. / MCA	7 years	Relevant experience in designing ICT service level strategy for citywide and in-building passive and active network architectures, operation centers and application architectures, preparing ICT business plan, ICT feasibility studies, ICT master plan for projects like Townships, industrial cities in India and globally. Experience in developing and maintaining MIS
7.	Procurement & Bid/Contract Management	36 months	Post Graduate in Management and B.Tech /	5 years	Experience in managing large scale eGovernance procurement covering legal, functional, technical aspects

Sr. No	Key Personnel	Estimated inputs	Qualifications and Skills	Minimum experience in years	Minimum Experience
	Expert		B.E.		of the RFP, Bid Evaluation, Contract Management & Vendor Selection, Risk Assessment in line with industry standard and world-wide accepted procurement methodology.
8.	eGovernance and ease of Doing Business Specialist	36 months	Post Graduate in Management and B.Tech / B.E	5 years	<p>Experience in implementing urban eGovernance Solutions and working with mission mode e-Governance projects at ULB, state and central level of Govt.</p> <p>Should have proven experience in eliciting requirements, analyse, document and communicate requirement, identify solution and verify solution meets the requirements</p> <p>Experience in defining and preparation of -</p> <ul style="list-style-type: none"> ○ Business requirements, i.e. business plan, KPI, project plan ○ Functional requirements, i.e. data models, technical specifications, use case scenarios, work instructions, reports ○ As-Is and To-Be processes <p>Business case, a strategic plan containing shareholders' risk and return</p>

In addition to the Key Personnel mentioned above, the SPV will require the following sector experts. The experts mentioned below should have demonstrated work experience as sector experts in relevant assignments in respective domains and will be responsible for guiding and supporting the core team as stated above, from time to time, as per the man month input indicated in the table below.

The Expert Team is indicated below.

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
1.	Smart City Management Expert	18	Post Graduate in Business Administration with graduate in Engineering	12	<p>More than 10 years of experience in managing and providing advisory/consulting services to large scale projects with Govt/State Government/ ULB (Municipal)/ government agencies/ public sector undertaking in India.</p> <p>Minimum 03 years of international exposure in technology or urban led projects.</p> <p>Experience in managing and leading consulting services for Smart City projects in at least one city in India.</p>
2.	Real Estate Expert	12	Post Graduate in Management/Real Estate/ Planning	10	<p>Strong understanding and demonstrated experience in:</p> <ul style="list-style-type: none"> • Housing projects • Redevelopment projects • Planning of large integrated townships/theme townships
3.	Project Finance cum PPP expert	12	Post-Graduation in Business Administration (Finance) / CA/CFA or equivalent	12	<ul style="list-style-type: none"> • Experience in project finance for infrastructure projects (PPP-based) • Experience of working with Central government / State government/ ULBs (Municipal)/ government agencies/ public sector undertaking for conducting financial feasibility and project structuring of large area based development/ redevelopment projects • International/Domestic experience of working on Smart City Proposals/Projects
4.	ICT cum IOT expert	12	Graduation in Information Technology / Computers / Electronics Engineering or equivalent	10	<p>Minimum 10 years of experience in working in Technology led projects with at least 7 years of experience in IOT led interventions covering various facets of technology and ICT based</p>

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
					smart solutions. Minimum 5 years of experience in working with the Gov/State Government/ ULB (Municipal)/ government agencies/ public sector undertaking or similar institutions for designing and implementation of e-governance projects
5.	Civil engineer	12	Post Graduate in Business Administration and Graduation in Civil Engineering	12	<ul style="list-style-type: none"> • Experience of working in municipal utilities/ in the urban sector on town plans/ city development plans/ urban plans/ smart city plans / Central sponsored schemes such as AMRUT, IPDS, PMAY, Skill India, FAME, CCTNS, etc. • Desirable experience: international urban planning/ smart city experience
6.	Change Management Expert	10	Post- Graduation in Business Administration and Graduation in Engineering	10	<ul style="list-style-type: none"> • Overall experience of 10 years in Business Transformation Programmes and preparation of Organization Design, HR Policy & Systems. • Minimum 6 years of experience in Business Training, Capacity Building and Change Management. • Knowledge Management experience in technology and service intensive organization undergoing significant transformation

Note:- In case, the authority requires any other sector expert for providing inputs on specific themes based on project requirements, such expert may be appointed by the Successful Applicant after due approval from the authority. The authority for providing such approval shall rest with the Chief Executive Officer of the SPV. The approval shall at least indicate proposed personnel, person-day rate, estimated level of effort, and expected outputs. Such additional payment shall be made separately to the Successful Applicant on pro-rata basis.

1.14.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditor stating its annual turnover from professional fees during each of the past three financial years preceding the PDD and the fee received in respect of each of the Assignments specified in the Proposal. In the

event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

- 1.14.4** The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner or Director (on the Board of Directors) of the Applicant
- 1.14.5** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 1.14.6** The applicants shall submit the assignment work orders or client certificates as documentary evidence of the eligible assignments for which the Applicant is claiming credit for basic eligibility criteria and evaluation under this RFP.
- 1.14.7** An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 1.14.8** While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

1.15 Conflict of Interest

- 1.15.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 1.15.2** The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 1.15.3** An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant, or Associates (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up

and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other

- i. person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - ii. subject always to Sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Applicant is also a constituent of another Applicant; or
 - c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - d) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Proposal of either or each of the other Applicant; or
 - f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 1.15.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - h) the Applicant, its Member or Associate (or any constituent thereof), and the Applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not

apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4 A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

1.15.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof..

1.16 Number of Proposals

No Applicant or its Associate shall submit more than one Proposal for the Consultancy. .

1.17 Cost of Proposal

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

1.18 Visit to the Authority and verification of information

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

1.19 Acknowledgement by Applicant

1.19.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;

- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 1.18 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 1.18 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

1.20 Right to reject any or all Proposals

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

1.20.2 Without prejudice to the generality of Clause 1.20.1, the Authority reserves the right to reject any Proposal if:

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

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

B. DOCUMENTS**1.21 Contents of the RFP**

1.21.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 1.23:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for evaluation
4. Fraud and corrupt practices
5. Pre-proposal Conference
6. Miscellaneous

Schedules

1. Schedule 1 – Terms of Reference
2. Schedule 2 - Form of Agreement
3. Guidance Note on Conflict of Interest
4. Appendices

APPENDIX-I: TECHNICAL PROPOSAL

Form 1 : Letter of Proposal

Form 2 : Particulars of the Applicant

Form 3 : Statement of Legal Capacity

Form 4 : Power of Attorney

Form 5 : Financial Capacity of the Applicant

Form 6 : Description of Approach, Methodology, and Work plan

Form 7 : Team Composition, Assignment and Key Expert's Inputs

Form 8 : Particulars of Key Personnel

Form 9 : Abstract of Eligible Assignments of the Applicant

Form 10: Eligible Assignments of Applicant

Form 11: CVs of Professional Personnel

Form 12: Proposal for Sub-consultant(s)

APPENDIX-II: FINANCIAL PROPOSAL

Form 1 : Covering Letter

Form 2 : Financial Proposal

Form 3 : Breakdown of remuneration

1.22 Clarifications

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

“Queries concerning RFP for Project Management Unit for Nagpur Smart City Project”

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Authority’s responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

1.22.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 1.22 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.23 Amendment of RFP

1.23.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

1.23.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

1.23.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

1.24 Language

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

1.25 Format and signing of Proposal

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

1.25.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

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

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

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

1.25.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 1.29.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

1.26 Technical Proposal

1.26.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

1.26.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) The Bid Security is provided as per the provisions laid down at Clause 1.32;
- b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of attorney, if applicable, is executed as per Applicable Laws;
- d) CVs of all Key Personnel and sector experts (Expert Team) have been included;

- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 1.14.2 (D) of the RFP;
- f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) CVs have been recently signed and dated, by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- h) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Key Personnel proposed have good working knowledge of English and Hindi language;
- j) Key Personnel would be available for the period indicated in the TOR;
- k) No Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and
- l) The proposal is responsive in terms of Clause 1.34.3.

1.26.3 Failure to comply with the requirements spelt out in this Clause 1.26 shall make the Proposal liable to be rejected.

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

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

1.26.6 **The proposed team shall include core team and sector experts (Expert Team) (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”)** such that the Consultant should be able to complete the Consultancy within the specified time schedule. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at APPENDIX-I - FORM- of Appendix-I.

1.26.7 An Applicant may, from time to time, if it considers necessary with prior written approval from the authority, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in Note:

1. Use separate form for each Key Personnel and each Sector Expert.
2. Each page of the CV shall be signed in ink by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. All CVs shall be signed in ink by the respective proposed personnel at the time of execution of the agreement.
4. Each Key Expert CV shall not exceed 5 pages and sector expert CV shall not exceed 3 pages.

1.26.8 APPENDIX-I - FORM-1 Use separate form for each Key Personnel and each Sector Expert.

- i. Each page of the CV shall be signed in ink by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
- ii. All CVs shall be signed in ink by the respective proposed personnel at the time of execution of the agreement.
- iii. Each Key Expert CV shall not exceed 5 pages and sector expert CV shall not exceed 3 pages.

1.26.9 A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

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

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

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

1.27 Financial Proposal

1.27.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item F of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

1.27.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal except Service Tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

1.28 Submission of Proposal

1.28.1 The Applicants shall submit the Technical and Financial Proposal online as per the date and time mentioned in Clause 1.8.

1.28.2 Digitally Signed scanned copy of "Technical Proposal" and "Financial Proposal" shall be uploaded

in the prescribed format and supporting documents along with Bid Security as mentioned in the RFP Clause.

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

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

1.29 Proposal Due Date

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

1.29.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 1.23 uniformly for all Applicants.

1.30 Late Proposals

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

1.31 Modification/ substitution/ withdrawal of Proposals

1.31.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

1.31.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 1.28, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

1.31.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

1.32 Bid Security

1.32.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (Rupees Ten Lakhs Only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Chief Executive Officer, Nagpur Smart and Sustainable City Development Corporation Limited payable at Nagpur (the "Bid Security"), returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 1.37.1. The Bid Security of requisite amount stated can also be made by making online payment on the client's website. If Bid security has been submitted through Demand draft, the scanned copy of the Demand Draft to be submitted online; or if bid security has been submitted by making online payment on the client's web portal, the copy of the proof of submission of bid security online to be submitted in hard copy.

- 1.32.2** In the event that the first ranked Applicant commences the assignment, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof
- 1.32.3** Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 1.32.4** The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 1.32.5** The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
 - b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 1.37.1;
 - d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 1.41 and 1.42 respectively; or
 - e) If the Applicant is found to have a Conflict of Interest as specified in Clause 1.15; and
 - f) If the selected Applicant commits a breach of the Agreement.

1.33 Performance Security

- 1.33.1** The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 3.1 of this RFP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 1.15; and
 - (c) if the selected Applicant commits a breach of the Agreement
- 1.33.2** An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

1.34 Evaluation of Proposals

- 1.34.1** The Authority shall open the Proposals through e-procurement system on the PDD at the place and time specified in Clause 1.8, and in the presence of the Applicants who choose to attend.
- 1.34.2** Proposals for which a notice of withdrawal has been submitted in accordance with Clause 1.31 shall not be opened.
- 1.34.3** Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the form specified at Appendix-I;
 - b) it is received by the PDD including any extension thereof pursuant to Clause 1.29;
 - c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 1.25 and 1.28;
 - d) it is accompanied by the Power of Attorney as specified in Clause 1.14.4;
 - e) it contains all the information (complete in all respects) as requested in the RFP;
 - f) it does not contain any condition or qualification; and
 - g) it is not non-responsive in terms hereof.
- 1.34.4** The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 1.34.5** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in Section 3 of this RFP.
- 1.34.6** After the technical evaluation, the Authority shall prepare a list of qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 2.2 and 2.4.
- 1.34.7** Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

1.35 Confidentiality

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

1.36 Clarifications

- 1.36.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 1.36.2** If an Applicant does not provide clarifications sought under Clause 1.36.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

1.37 Negotiations

- 1.37.1** The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 2.1.1 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 1.37.2** The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 1.37.3** The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

1.38 Substitution of Key Personnel

- 1.38.1** The Authority will not normally consider any request of the Selected Applicant for substitution of the Key Personnel as the ranking of the Applicant is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, reasons beyond the control of the Applicant, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Decision of the Authority in this regard will be final.
- 1.38.2** The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health, reasons beyond the control of the Applicant. Applicant shall be allowed to have substitution limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 1.38.3** Substitution of the Team Leader will not normally be considered during the implementation of the Agreement, except in exceptional circumstances subject to approval of the purchaser, and may lead to disqualification of the Applicant or termination of the Agreement.

1.39 Indemnity

The consultant shall maintain professional indemnity insurance only. Such professional indemnity insurance cover for consultant's professional business up to an appropriate level sufficient for the purposes of this engagement

1.40 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may,

unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

1.41 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the prescribed period. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. The Authority shall provide office space and facilities e.g. communication, printing, stationery, travel, etc. for the selected Applicant's team to function.

1.42 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 1.41 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

1.43 Proprietary data

Subject to the provisions of Clause 1.35, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2 CRITERIA FOR EVALUATION

2.1 Evaluation of Technical Proposals

2.1.1 The Authority intends that the PMU shall showcase expertise and experience on assignments and operates as per leading practices for the development of the ABD projects. With this objective, the technical evaluation of the bids would be carried out by applying the evaluation criteria specified below.

In the first stage, the Technical Proposal will be evaluated on the basis of basic eligibility criteria, Applicant's experience, financial capacity, and the experience of Key Personnel & expert team and Proposed Approach and Methodology. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). These applicants scoring minimum of 70 and above marks will be technically qualified for opening of financial bids.

2.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Project Manager scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Project Manager, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

2.1.3 The evaluation criteria to be used for evaluation shall be as follows:

Sr. No.	Conditions of Eligibility of Applicants	Marks
I.	<p>The Applicant shall have, in the last ten years immediately preceding the Proposal Due Date (PDD) demonstrated experience in assignments at various governmental levels (Central/State/Municipal (ULB)/Public Sector Undertaking) including the following categories:</p> <p>Firm's/Applicant's experience (16 marks):</p> <p>a. Category 1: Experience of operating a PMU at State/ULB level for more than one year where scope of work should include project appraisal support and bid process management with consultancy fees more than Rupees 100.00 Lac. This category should include at least 05 (five) eligible assignments (4 marks)</p> <p>b. Category 2: Experience in preparation of detailed feasibility studies/Business plan/Development Plan/Concept/Perspective Plan of integrated infrastructure projects (sector/area development or redevelopment). This experience may be represented by townships. Special Economic Zones</p>	<p>a. Category 1, 2.5 marks for minimum eligible assignments and 0.5 mark for each additional assignment, subject to a maximum score of 4 marks</p> <p>b. Category 2: 2.5 marks for minimum eligible assignments and 0.5 mark for each additional assignment, subject to a maximum score of 4 marks</p> <p>c. Category 3: 1.5 marks for minimum eligible assignments and 1 mark for each additional assignment, subject to a maximum score of 3 marks</p> <p>d. Category 4: 1.5 marks for minimum eligible assignments and 1 mark for each additional assignment, subject to a maximum score of 3 marks</p> <p>e. Category 5: Maximum 2 marks for 1 eligible assignment</p>

Sr. No.	Conditions of Eligibility of Applicants	Marks
	<p>(SEZs), Industrial Areas/Corridors/Parks, or integrated real estate development. This category to include at least 05 (five) eligible assignments. (4 marks)</p> <p>c. Category 3: Experience of PPP transaction advisory projects in sectors such as Urban Infrastructure/ Real estate/ Industrial Infrastructure/ Tourism/ Transport of project value over INR 200 crore each. This category to include at least 02 (two) eligible assignments. (4 marks)</p> <p>d. Category 4: The Applicant shall have experience in providing consultancy services as knowledge partner for investment promotion to Central /State Government. This category to include at least 02 (two) eligible assignments. (4 marks)</p> <p>e. Category 5: Experience of operating a PMU at state/ULB level where scope of work should include DPR/RFP preparation, bid process & contract management, project implementation & management for ICT led Smart Solution Projects with consultancy fees more than Rupees 100.00 Lac. This category to include at least 01 (One) eligible assignments. (3 marks)</p>	
II.	<p>Financial Capacity of the Applicant (4 marks)</p> <p>(Minimum average annual turnover from professional fee)</p>	<p>a. 2 marks for a minimum average annual turnover from professional fee of INR 250 crores.</p> <p>b. 1 additional mark each for additional INR 100 crores of turnover >INR 250 crores, subject to a maximum score of 4 marks</p>
III.	<p>Experience of the key personnel and expert team (50 marks)</p>	<p>a. Educational Qualification – 10%</p> <p>i. Meets minimum qualification - 5%</p> <p>ii. Additional relevant qualification (only additional post graduate degree or doctorate) – 5%</p> <p>b. Number of years of experience – 15%</p> <p>i. Meets minimum number of years of experience – 10%</p> <p>ii. Any additional number of years of experience maximum upto 5 years (1% marks for each year) – 5%</p> <p>c. Experience relevant to requirements under terms of</p>

Sr. No.	Conditions of Eligibility of Applicants	Marks
		<p>reference – 75%</p> <p>Marks for Key Personnel:</p> <ul style="list-style-type: none"> a. Project Manager – 5 marks b. Urban Planner – 4 marks c. Civil Engineer – 3 marks d. Infrastructure project finance expert – 3 marks e. Institutional development expert – 3 marks f. ICT & MIS Manager – 3 marks g. Procurement & Bid/Contract Management Expert – 3 marks <p>Marks for and Core (Expert) Team:</p> <ul style="list-style-type: none"> a. Smart City Management Expert – 6 marks b. Real Estate Expert – 4 marks c. Project Finance cum PPP expert – 4 marks d. ICT cum e-governance expert – 5 marks e. Civil Engineer – 4 marks f. Change Management Expert – 3 marks
IV.	<p>Proposed Approach and Methodology (20 marks)</p> <p>Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)</p>	20 marks
V.	<p>Technical Presentation (10 marks)</p> <p>Showcasing firms capability in establishing Project Management Unit in managing large scale projects and Key Differentiating Factors</p>	10 marks
	Sum Total	100 marks

2.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 (seventy) points even if such Applicant(s) do(es) not qualify in terms of Clause 2.1; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

2.3 Evaluation of Financial Proposal

2.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 2.3. Each Financial Proposal will be assigned a Financial Score (SF) as specified in Clause 2.3.3.

2.3.2 For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form -2 of Appendix-II, will be considered.

2.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

2.4 Combined and Final Evaluation

2.4.1 The final evaluation will follow the Quality- and Cost-Based Selection (QCBS) method wherein the total score is calculated by weighting the technical and financial scores and adding them as per the formula below. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows. The Consultant achieving the highest combined technical and financial score will be invited for negotiations:

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

$$S_T = 100 \times T / T_M$$

(T = Technical Score of the Proposal)

T_M = Highest Technical Score

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

2.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 1.37, 1.41 and 1.42, as the case may be.

3 FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising thereof, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any

manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

4 PRE-PROPOSAL CONFERENCE

- 5.1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place as per Clause 1.8. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5 MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nagpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

6 SCHEDULE 1 – TERMS OF REFERENCE

6.1 Background

Government of India (GoI) has announced the list of 33 cities to be taken up for development as smart cities in two rounds, namely 1st round and a fast track round. The GoI has announced the second list of cities to be taken up for development as smart cities, including Nagpur. The cities have to now move towards converting their plan proposals to projects. Nagpur smart city proposal's (SCP) area-based development (ABD) project components cover a wide range of sectors including transportation/mobility, water supply, energy, and solar sanitation, livability, affordable housing, e-governance, healthcare & education infrastructure, riverfront development, e-Governance, and solid waste management.

As part of the SCP, the city of Nagpur has set its vision for smart city as follows:

“e3i - To transform India's heart-Nagpur into the most livable eco-friendly, edu-city that electronically connects people with the government to co-create an inclusive ecosystem”

The vision has 4 key elements derived from the city profile, SWOT, and strategic blueprint.

1. ECO-FRIENDLY – Nagpur will become a sustainable and carbon neutral city; existing polluted water bodies will be rejuvenated & urban greening projects will be encouraged; livability will be enhanced through universally accessible green spaces across the city; cleaner technologies such as LED street lighting, waste-to-energy, solar roof top water heating systems; rainwater harvesting system will be encouraged.
2. EDU-CITY – Nagpur will leverage city's education institutions (VNIT, IIIT, IIM, Law University, Fire Research University), research institutes (NEERI, AIIMS), healthcare facilities to create an intelligent and responsive ecosystem.
3. ELECTRONICALLY CONNECT – Nagpur will electronically connect all spheres of life with improved monitoring of utility operations, service delivery, transparent governance & convenient G2G / G2C services & improved administrative efficiency.
4. INCLUSIVE – Nagpur will become an inclusive city through pro-actively addressing issues conflicting land-uses, providing equitable access to public spaces & infrastructure services & creating safe & walkable neighborhoods for children, women, senior citizens & pedestrians.

Basis this vision, Nagpur's proposed ABD components portion of the SCP is required to be operationalized into on-ground projects/interventions. To enable operationalization, consulting inputs are required for by the Nagpur city-level SPV named, Nagpur Smart and Sustainable City Development Corporation Limited (NSSCDCL).

6.2 Objective of the Assignment

The objective of this consulting assignment is to establish a project management unit (PMU) to pursue the following four functions:

1. To provide project management assistance to NSSCDCL to develop, manage, implement, and oversee area-based development projects under the Smart City Mission (SCM) in Nagpur City of Maharashtra as per para 10.6 of GoI's Smart City Mission Statement & Guidelines.
2. To procure and oversee the work of other consultants/service providers/vendors/contractors, providing design and supervision services to the ABD project implementation
3. To facilitate institutional development of the SPV and
4. To adapt innovations and identify smart solutions to implement ABD projects.

6.3 Scope of Services

Projects identified under Nagpur ABD require diverse skill sets and cross-sectoral expertise for project implementation. Further, project implementation ought to be done in an integrated and well-coordinated manner.

Under the PMU, the Consultant shall provide assistance and advice to NSSCDCL in planning, procurement, implementation, project management, co-ordination with various line departments, and institutional development of the SPV to facilitate timely implementation of the ABD projects in the identified 951 acres of Pardi-Bharatwada-Punapur in the eastern periphery of the city.

The PMU's scope of services is elaborated below:

6.3.1 Assist NSSCDCL (SPV) to develop, manage, implement, and oversee Area-Based Development projects

The PMU's scope of work shall include:

- i. From the projects identified under the ABD section of the Nagpur SCP, the PMU shall be responsible to sequence and/or group/cluster the implementation (under functional heads, as required) of the projects in a logical manner and such that the implementation plan and sequencing of projects would cause minimal disruption to daily life in the identified area, during implementation.
- ii. Scope out all ABD projects and provide individual terms of reference, covering below indicative activities:
 - Develop Business Case including As Is and Gap Analysis report
 - Feasibility Study Report
 - Create Resource, Project and Finance plan
 - Prepare Quality & Risk Assessment Framework
 - Coordination & Communication with all the stakeholders
- iii. Prepare timeline-based procurement and implementation plans for the ABD projects.
- iv. Assist in raising and utilization of funds by the Company (SPV) i.e., assist NSSCDCL in raising, regulating, utilizing, and managing various funds and grants allocated by various bodies/schemes to the SPV and simultaneously manage accessing of funds by the SPV from other sources including debt, user charges, taxes, tolls, surcharge and others.
- v. Develop an indicative budget for the proposed SPV and recommend budget utilization.
- vi. Review the project costs and financing plan/project financing options for each ABD project and assess the need for additional fundraising to bridge gaps between capex required and allocable funds. The PMU shall be responsible for advising the most optimal financing option and tie up the funds required by the projects.
- vii. Assist the SPV in procuring services of the required agencies for fund raising activities, and supervise the functioning of the agencies.
- viii. Prepare the SPV's future cash flow statement for the next five years to identify annual or quarterly funding requirements.

6.3.2 Procure and oversee the work of other consultants/service providers/vendors/contractors, providing design and supervision services to the ABD project implementation

The PMU's scope of work shall include:

- i. Prepare tender documents (EoI/RFQ/RFP) for procurement of design and supervision consultants, service providers, vendors, and contractors, to undertake project specific surveys,

- feasibility studies, detailed drawings and designs, DPR preparation, and direct procurement of goods, as required, for the ABD projects.
- ii. Prepare tender notices (including addendum/corrigendum), depending on ABD project requirements, and assist the SPV in organizing pre-bid conferences and issue clarifications for hiring design and supervision consultants, service providers, vendors, and contractors for the ABD projects.
 - iii. Support the SPV in bid process management including bid evaluation (technical and financial), negotiation, and award of contracts for procuring design and supervision consultants, service providers, vendors, and contractors for the ABD projects.
 - iv. Assist the SPV in drafting and award of final service contract for successful onboarding of the design and supervision consultants, service providers, vendors, and contractors for the ABD projects.
 - v. Oversee functioning of design and supervision consultants, service providers, vendors, and contractors for the ABD projects to ensure timely roll out and completion of the ABD projects including supervising their feasibility reports and relevant surveys, basis project need.
 - vi. Review the reports and output of design and supervision consultants, service providers, vendors, and contractors for the ABD projects and support the SPV in finalizing project structures and implementation options (PPP/EPC/Turnkey/service level agreements/other types of contracts) for project implementation, project financing plan, and implementation plan including timelines.
 - vii. Prepare, on behalf of the SPV, periodic (bi-monthly and quarterly) progress/status reports on the procurement, onboarding, and oversight of the above processes, highlighting impediments/bottlenecks/constraints to the quality and progress of the procurement and supervision and remedial actions, if any, and submit to the SPV through the duration of the PMU's contract, in a format acceptable to the SPV. These reports will be utilized for presentation to authorities including the SPV Board, Government of Maharashtra, and Government of India.
 - viii. The SPV may get the bid document certified/accredited by an Independent Agency such as CBUD (MoUD). Seeking of any certifications/accreditations will not form a part of the PMU's scope of services. Construction supervision will also not form a part of the PMU's scope of services.
 - ix. Program Communication (internal and external) along with coordination with central/state government on need basis.

6.3.3 Facilitate institutional development of the SPV

Institutional development and strengthening will be a key consulting input to the SPV's functioning. The SPV would require robustness as well as flexibility of functioning to be able to implement ABD projects in an effective and timely manner. This robustness and flexibility will be lent by a defined organizational framework, institutional policies and guidelines, and a performance monitoring mechanism. In this context, the PMU's scope of work shall include:

- i. Assist the SPV in recruitment and capacity building for the SPV's employees.
- ii. Assist the SPV to define/review the SPV's organizational policies including Human Resource policy and draft code of conduct for employees, vendors/contractors/service providers/design and supervision consultants.
- iii. Assist the SPV in empanelment of vendors/contractors/service providers/design and supervision consultants.
- iv. Assist SPV in IT enablement of its functions and processes
- v. Supervise the development/drafting of procurement manuals, governance structure, and financial reporting mechanisms of the SPV.

- vi. Prepare the strategy and framework for citizen engagement and mass communication, and ensure compliance with smart city mission guidelines in this regard of all stakeholders of ABD projects.
- vii. Provide knowledge support to SPV in organizing workshops, events, and other such events for both knowledge sourcing and dissemination.
- viii. Support the SPV in engaging knowledge partners to include national and international academic and research institutions, experts, specialists, think-tanks, and other relevant organizations that build and strengthen the SPV's capacities to consistently implement and showcase the ABD projects.
- ix. Establish and operate a performance monitoring method for both, the PMU as well as the SPV. In this, the PMU shall be responsible to develop a monitoring scale of agreed parameters of tasks or activities of the PMU and the SPV. The PMU would develop bi-monthly and quarterly reports on tasks accomplished by itself and the SPV to be able to differentiate performance and develop future activity plans basis these monitoring reports. The objective would be to make the functioning of the PMU and the SPV efficient and accountable.

6.3.4 To adapt innovations and identify smart solutions to implement ABD projects

The identified area for Nagpur's SCP-based ADB projects includes 951 acres of Pardi-Bharatwada-Punapur in the eastern periphery of the city. The identified area is characterized by the polluted river Nag with unauthorized or partially authorized construction amongst residential colonies. The Nagpur SCP proposes retrofitting as part of ABD projects basis poor quality of life, limited access to basic infrastructure (such as limited piped water and limited surface roads in Pardi) and an opportunity for regularization of unauthorized layouts. To be able to reorganize the identified area in to an inclusive, eco-friendly, walkable, and well-connected area of the city, the PMU's scope of work shall include:

- i. Assist the SPV in managing the retrofitting through the Town Planning Scheme (TPS) by developing a framework that has achievable and realistic outcomes including advising financing models and technical solutions that lend 'smartness' to the ABD interventions This framework would include retrofit advise that creates inclusiveness, improves the city's attractiveness, potentially mitigates land-use conflicts, has a high replication potential, creates consensus with citizens and other stakeholders, is visible and highly impactful and has self-financing potential through land monetization.
- ii. Facilitate international learnings and application of global solutions in governance, physical infrastructure and social infrastructure for the ABD by introducing linkages for the SPV to global specialists in the respective sectors/domains of development.

6.3.5 PMU services to all the convergence projects include as part of Nagpur Smart City Proposal and other key projects to be undertaken by NSSCDCL:

The selected applicant shall also be responsible for providing project management services to all the Urban Planning, Development and Technology led initiatives to be undertaken by NSSCDCL during the contract period like Nag River Development Project, convergence projects included as part of Nagpur Smart City Proposal and any other project implemented by the SPV on behalf of the Nagpur Municipal Corporation.

6.4 Terms of Agreement, Deliverables, and Payment

The quoted price will remain valid and unchanged during the entire contract period (36 Months) from the Date of Signing of Agreement. However the Contract may be extended further for another Two (02) years at the same terms and conditions between NSSCDCL and the selected agency with mutual consent. For the purpose of extension after expiry of the original engagement period of 36 months, one time increase of 10% in the man-month rate would be considered for each resource category.

The Consultant shall submit a monthly progress report at the end of every month along with time sheets of each Key Personnel deployed by the Consultant with a breakup of onsite and offsite time inputs. In total, the consultant shall be required to submit 36 monthly progress reports during the duration of project. The break up would also include the man-month input provided by the Expert Team personnel, as applicable based on each expert's man-month rate. In addition, Consultant will submit any other outputs as agreed with the Authority from time to time.

The Consultant shall deploy their Personnel as per the proposed personnel deployment schedule. The Consultant shall invoice the Authority on the last day of each full month. The Authority shall pay consultancy fee on a monthly basis on submission of the monthly progress reports.

7 SCHEDULE 2 – FORM OF AGREEMENT

(Refer RFP Volume II)

APPENDICES

8 APPENDIX – I – TECHNICAL PROPOSAL FORMAT

8.1 APPENDIX-I - FORM-1 – Letter of Submission of Technical Proposal**TECHNICAL PROPOSAL
Letter of Proposal**

(On Applicant's letter head)

To,

(Date and Reference)

Sub: Appointment of Project Management Unit for Nagpur Smart City Project

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Project Management Unit for Nagpur Smart City Project under the Nagpur Smart City Project for Nagpur Smart and Sustainable City Development Corporation Limited (NSSCDCL). The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMU for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with Clause 1.15 of the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.20 of the RFP document.
8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in
- 16.
- 17.
- 18.
- 19.

20. APPENDIX-I - FORM-4.
21. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at SCHEDULE 2 – FORM OF AGREEMENT of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
22. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Financial Expert in accordance with the provisions of the RFP and that the Project Manager shall be responsible for providing the agreed services himself and not through any other person or Associate.
23. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
24. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

8.2 APPENDIX-I - FORM-2 – Particulars of the Applicant

1.	Title of Consultancy:
2.	Title of Project:
3.	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>
4.	<p>For the Applicant, , state the following information:</p> <p>In case of a non-Indian Firm, does the Firm have business presence in India?</p> <p>Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?</p>

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

8.3 APPENDIX-I - FORM-3 – Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

Dear Sir,

Sub: Request for Proposal (RFP) for Appointment of Project Management Unit for Nagpur Smart City Project

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

8.4 APPENDIX-I - FORM-4 – Power of Attorney

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

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
2.

Notarised

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

8.5 APPENDIX-I - FORM-5 – Financial Capacity of the Applicant

(Refer Clause 1.14.2)

S. No.	Financial Year	Annual Turnover (Rs. in Million) ¹
1		
2		
3		
<p style="text-align: center;"><u>Certificate from the Statutory Auditor²</u></p> <p>This is to certify that (Name of the Applicant) has registered an annual turnover shown above against the respective years.</p> <p>(Signature, name and designation of the authorised signatory)</p> <p>Date: _____ Name and seal of the audit firm: _____</p>		

¹ In the event that the Applicant does not wish to disclose its Annual Turnover, it may state that it has received more than the amount specified in the aforesaid certificate.

² In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

8.6 APPENDIX-I - FORM-6 – Description of Approach, Methodology and Work Plan

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

Suggested structure:

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

Prescribed format:

Strictly follow the page limit of 5 pages for describing your A&M, font type: Arial, font size: 11, line spacing of 1.2 and normal margins. Non-conforming submissions may be disqualified.

8.7 APPENDIX-I – Form-7 – Team Composition, Assignment and Key Experts’ Input

N°	Name	Expert’s input (in person days per month)								Total time-input (in days)		
		Position		M1	M 2	M 3	Month.		Home	Field	Total
KEY PERSONNEL / SECTOR EXPERTS / SUPPORT TEAM / OTHER STAFF												
1	{e.g., Mr. aaaa}	[Team Leader]	[Home]	[2 days]								
			[Field]	[20]								
2												
3												
4..												
	Subtotal											

Note:

- 1 For Key Experts, the input should be indicated individually for the same positions as required under this RFP.
- 2 Months are counted from the start of the assignment/mobilization. One working day shall be not less than 8 (eight) working-hours.
- 3 “Home” means work in the office of the expert’s place of residence or Applicant’s office. “Field” work means work carried out in the Authority’s office or any place assigned by the Authority to carry out the PMU’s services.

8.8 APPENDIX-I - FORM-8 – Particulars of Resources

S. No.	Designation of Resource	Name	Educational Qualification	Length of Professional Experience	Present Employment	
					Name of the firm	Employed since
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

8.9 APPENDIX-I - FORM-9 – Abstract of Assignments of the Applicant

Abstract of Assignments of the Applicant³

(Refer Clause 2.1)

S. No.	Name of the project	Name of the Client	Estimated Capital Cost of the project	Professional fee received by the Applicant (in Rs. Lakhs) ⁴
(1) ⁵	(2)	(3)	(4)	(5)

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

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

Certificate from the Statutory Auditor⁵ of [Name of Company]

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

(Signature, name and designation of the authorised signatory)

Date: _____ Name and seal of the audit firm: _____

⁵ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

³ The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

⁴ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

⁵ The names and chronology of Assignments included here should conform to the project wise details submitted in Form-8 of Appendix-I.

8.10 APPENDIX-I - FORM-9A – Abstract of other Relevant Experience of the Applicant**Abstract of other relevant experience of the Applicant⁶**

S.No	Name of Project	Name of Client	Estimated Capital Cost of the project (in Rs. Crore)	Professional fee⁷ received by the Applicant (in Rs. Lakhs)⁸
(1) ⁹	(2)	(3)	(4)	(5)

⁶ The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

⁷ Exchange rate should be taken as Rs. [68] per US \$ for conversion to Rupees.

⁸ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

⁹ The names and chronology of the projects included here should conform to the project-wise details submitted in Form-8A of Appendix-I.

8.11 APPENDIX-I - FORM-10 – Assignments of the Applicant

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant as professional fees (in Rs. Lakhs) ¹⁰ :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Note:

1. Use separate sheet for each Assignment.
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used: font: Arial, font size: 11, normal margin.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.

¹⁰ In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

8.12 APPENDIX-I - FORM-11 - Curriculum Vitae (CV)

1	Proposed Position	:	
2	Name of Staff	:	
3	Name of Firm	:	
4	Date of Birth	:	Nationality
5	Years of Experience	:	
6	Key Qualifications	:	
7	Education	:	
8	Trainings	:	
9	Languages Known	:	
10	Presentations; Paper Submitted	:	
11	Countries of Work Experience	:	
12	Employment Record		
	From: Employer: Position Held:		
12	Awards & Achievements	:	
13	Detailed Tasks Assigned	Work Undertaken which Best Illustrates Capabilities for Similar Projects	
	Name of assignment or project: Year: Location: Client: Positions held: Main project features: Activities performed:		

Note:

5. Use separate form for each Key Personnel and each Sector Expert.
6. Each page of the CV shall be signed in ink by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
7. All CVs shall be signed in ink by the respective proposed personnel at the time of execution of the agreement.
8. Each Key Expert CV shall not exceed 5 pages and sector expert CV shall not exceed 3 pages.

8.13 APPENDIX-I - FORM-12 – Proposal for Sub-Consultant(s)

Not Applicable

9 APPENDIX – II – FINANCIAL PROPOSAL FORMAT

9.1 APPENDIX-II - FORM-1

FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Subject: Request for Proposal (RFP) – Appointment of Project Management Unit for Nagpur Smart City Project

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Project Management Unit for Nagpur Smart City Project.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

9.2 APPENDIX-II - FORM-2

(See Clause 1.13.3)

Financial Proposal

Sl. No.	Item Description	Total Amount (in INR) (incl. all incidental charges, expenses and all Taxes)
1.	Total Cost of the Consultancy for a period of Three Years	

Note:

1. The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses and all taxes, duties, etc. payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes except service tax, duties, etc., such a financial proposal will be treated as an invalid proposal.
2. All taxes quoted will be assumed to be as on 10th day prior to the date of submission of bid. Any changes in the statutory taxes or levies affected by Central/State/Other Government bodies after this date will be considered and applied after due authorization.
3. No escalation on any account will be payable on the above amounts.
4. The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of reasonable amount of in-house photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable. The said fees, however, will not include counsel fee, outstation travel, faxes, couriers and postage, collections and deliveries, subscriptions to special services and specifically required stationery and bulk photocopying (the “Disbursements”). The Disbursements will be paid at actuals and will be indicated separately in the invoices of the Consultant together with appropriate supporting documents. Outstation travel shall be undertaken as per request of the Authority. Bills for reimbursement hereunder may be submitted on a monthly basis along with a Statement of Expenses, duly certified by the Authorised Representative.
5. Any other charges not shown here are considered included in the man month rate for the consultants.
6. All payments shall be made in Indian Rupees.

9.3 APPENDIX-II - FORM-3

(See Clause 1.13.3)

Breakdown of Remuneration

Sl. No.	Resource Category	Unit of Measurement	Quantity	Duration in Months	Base Unit Man Month Cost in INR (incl. all incidental charges, expenses and all Taxes but excluding Service Tax)	Service Tax in INR on Base Unit Man Month Cost	Total Amount (in INR) (incl. all incidental charges, expenses and all Taxes)
1	2	3	4	5	6	7	8 = 4 x 5 x (6+7)
A. Key Personnel							
1.	Project Manager	Man Month	1	36			
2.	Urban Planner	Man Month	1	36			
3.	Civil Engineer	Man Month	1	36			
4.	Infrastructure Project Finance Specialist	Man Month	1	36			
5.	Institutional Development Specialist	Man Month	1	36			
1.	ICT & MIS Manager	Man Month	1	36			
2.	Procurement & Bid / Contract Management Expert	Man Month	1	36			
3.	eGovernance and ease of Doing Business Specialist	Man Month	1	36			
Total Cost of the Consultancy for Key Personnel (in INR) (incl. all incidental charges, expenses and all Taxes)							
B. Expert Team							
1.	Smart City	Man Month	1	18			

Sl. No.	Resource Category	Unit of Measurement	Quantity	Duration in Months	Base Unit Man Month Cost in INR (incl. all incidental charges, expenses and all Taxes but excluding Service Tax)	Service Tax in INR on Base Unit Man Month Cost	Total Amount (in INR) (incl. all incidental charges, expenses and all Taxes)
	Management Expert						
2.	Real Estate Expert	Man Month	1	12			
3.	Project Finance cum PPP expert	Man Month	1	12			
4.	ICT cum e-governance expert	Man Month	1	12			
5.	Civil Engineer	Man Month	1	12			
6.	Change Management Expert	Man Month	1	10			
Total Cost of the Consultancy for Expert Team (in INR) (incl. all incidental charges, expenses and all Taxes)							