



Smart Kalyan Dombivli Development Corporation Limited

Request for Proposal for the appointment of technical consultant for preparation of design and detailed project report with construction supervision for complete street network under Smart Cities Mission

November 2017

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DISCLAIMER

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

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

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

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

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

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

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

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

DEFINITIONS

1. “Applicable Law” means the laws and any other instruments having the force of law in the India, as they may be issued and in force from time to time.
2. “Associate” means any person or entity who controls, is controlled by, or is under the common control with bidder.
3. “Bid” means the technical and the financial proposals submitted by the Bidders in response to the Tender
4. “Bidder” means the legally-established professional consulting firm or entity participating in the Tender
5. “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
6. “CEO” means the Chief Executive Officer of the Smart Kalyan-Dombivli Development Corporation Limited.
7. “Client” means Chief Executive officer of Smart Kalyan-Dombivli Development Corporation Limited, the implementing agency that signs the Contract for the Services with the selected Consultant.
8. “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
9. “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes Form of Contract the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
10. “Day” means a working day unless indicated otherwise.
11. “Effective Date” means the date on which this Contract comes into force and effect pursuant to relevant GC clause
12. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
13. “Foreign Currency” means any currency other than the currency of the Client’s country.
14. “GCC” means these General Conditions of Contract.
15. “GoM” means the Government of Maharashtra
16. “Gol” means the Government of India.
17. “Government” means the government of the Client’s country.
18. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
19. “KDMC” refers to Kalyan-Dombivli Municipal Corporation
20. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
21. “Local Currency” means the currency of the Client’s country i.e. Indian Rupees

22. "Non-Key Expert(s)" means an individual professional and support staff provided by the Consultant to perform the Services or any part thereof based out of site under the Contract.
23. "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
24. "Personnel" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, assigned by the Bidder to perform the Services or any part thereof under the Contract.
25. "Proposal" refers to the technical and financial proposals containing required information as responses to the RFP submitted for the evaluation and further processes
26. "Proposal Due Date (PDD) is the last date of proposal submission
27. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
28. "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in this RFP hereto.
29. "SKDCL" means Smart Kalyan Dombivli Development Corporation Limited, SPV for Kalyan Dombivli city
30. "Tender" refers to the 'Request for Proposal' document to which the prospective Bidders will respond
31. "Third Party" means any person or entity other than the Government, the Client, and the Consultant.

1 INTRODUCTION

1.1 Background

- 1.1.1 Kalyan-Dombivli Municipal Corporation (KDMC) prepared the smart city proposal (SCP) in accordance with the Central Government's guidelines. Smart Kalyan Dombivli Development Corporation Limited (SKDCL) is a special purpose vehicle (SPV) formed for the implementation of smart city proposal (SCP) of Kalyan Dombivli Municipal Corporation. The proposal aims at achieving the vision of being the most preferred city in Mumbai Metropolitan Region to live and work in, offering highest standard of living, clean and green environment, long beautiful waterfront, best in class smart infrastructure and ample employment opportunities by 2030 through the implementation of following key interventions:
- i. Kalyan station precinct improvement;
 - ii. Intelligent coordinated traffic signalling and traffic management system;
 - iii. Development of complete streets;**
 - iv. Installation of LED street lights;
 - v. Rainwater harvesting and ground water recharge;
 - vi. Increasing use of solar energy through grid connected roof-top solar;
 - vii. Water demand management;
- 1.1.2 The SCP proposes for the development of 83 km of network of complete streets within ABD (Area Based Development) area. One of the goals of the proposal is to improve mobility in the city to have universal accessibility and safe commuting for pedestrians and vehicle movement.
- 1.1.3 The Chief Executive Officer, SKDCL (Client) has decided to initiate development of "Network of complete streets" the Client has decided to carry out the process for preparation of design and detailed project report with construction supervision and management services for development of complete streets

1.2 Request for Proposal

- 1.2.1 The Client invites Proposal (the "Proposals") for selection of a Consultant (the "Consultant") for preparation of design and detailed project report with construction supervision for complete street network. The Client shall select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

- 1.3.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Client and various stakeholders, the Project site, sending written queries to the Client, and attending a Pre Proposal Conference on the date and time specified in Clause 1.9

1.4 E-tendering procedure

- 1.4.1 The blank tender forms are available at www.mahatenders.gov.in. The procedure for purchasing the blank tender form is as follows.
- Bidders who wish to participate in the bidding process must register on the website <http://mahatenders.gov.in/nicgep/app>. Bidders, whose registration is valid, may please ignore this step. At the time of enrollment, the information required for enrollment should be filled. After enrollment the bidder will get his user name and password to his Mail Id. All the contractors registered in appropriate class and willing to participate in e-tendering process shall enrol their name/ Firm on the e- tendering portal for download of tender documents etc.
 - To participate in the online Tendering process, the Bidders must procure Digital Signature Certificates (DSC: class II or class III) obtained from any Certifying Authorities in accordance with the IT Act 2000. Bidders who already have a valid DSC need not procure a new DSC. In case of requirement of DSC, interested Bidders should go to <http://mahatenders.gov.in> and follow the procedure mentioned in the document
 - 'Procedure for application of Digital Certificate'.
 - A digital signature is required for purchasing and submission of Tender form. Queries regarding digital signature can be solved through help mode, bidder can contact Help Line No. 1800 233 7315
 - Tender form, conditions of contract, specifications can be downloaded from the e-Tendering portal of Government of Maharashtra i.e. " <http://mahatenders.gov.in> "
 - The bidder has to submit Earnest Money Deposit and Tender form fee (Non Refundable) for this work by making payment online as per the Tender Schedule.
 - The Bidder shall submit the offer in Electronic formats both for technical and financial proposals.
 - The bidder has to submit the technical and financial proposal online only. Tender is to be submitted as per enclosed "Tender Form format" only.
 - Attach the certificates, brochures & other documents asked for in the tender. The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enrol under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.
 - For any other queries, bidder can contact Help Line No. 1800 233 7315

1.4.2 The procedure for application of a digital signature certificate will remain the same for the new authorized certificate. The same procedure holds true for the authorized users in a private / public limited company. In this case, the authorization certificate will have to be signed by the director of the company or the reporting client of the Bidder. To operate on the electronic tendering system of Maharashtra, the Computer System of the contractors is required be set up. The contractors are required to install utilities available under the section mandatory installation components on the home page of the system. The utilities are available for download freely from the above mentioned section. The contractors are requested to refer to the E-Tendering toolkit for Bidders available online on the home page to understand the process of setting up the system, or alternatively, contact the helpdesk support team on information / guidance on the process of setting up the System. The consultants are advised to have adequate time buffer to upload the documents online to avoid technical difficulties.

1.5 Validity of the Proposal

1.5.1 The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD"). Refer Tender Notice for PDD.

1.6 Brief description of the Selection Process

1.6.1 The Client has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial proposals, which are to be submitted online through the site <http://mahatenders.gov.in>. The technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. The Bidder with highest score will be selected for the assignment and bidder with second highest score will be kept in reserve.

1.7 Schedule of Selection Process

1.7.1 The Client would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Estimated Date
1	Last date for receiving queries/clarifications	As per Tender Notice
2.	Pre-Proposal Conference	
3.	Proposal Due Date or PDD	
4.	Opening of Technical Proposal	
5.	Date of Technical Presentation	
6.	Opening of Financial Proposal	

1.8 Pre-Proposal visit to the Site and inspection of data

1.8.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the proposal by paying a visit to the corporation and the Project site, Pre-Proposal Conference

1.9 Pre-proposal conference:

1.9.1 Date, time and venue of pre-proposal conference is as under,

Date: As per Tender Notice

Time: As per Tender Notice

Venue: Office of the Chief Executive Officer, SKDCL, Kalyan-Dombivli Municipal Corporation, Shankarrao Chowk, Kalyan-West

1.10 Communications

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

Chief Executive Officer

Smart Kalyan Dombivli Development Corporation Limited (SKDCL),

Kalyan Dombivli Municipal Corporation, Head Office,

Shankarrao Chowk, Kalyan (W) - 421301

Email: **smartkalyandevcorp@gmail.com**

2 INSTRUCTIONS TO BIDDERS

2.1 Scope of proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case the bidding firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. A maximum of 2 (two) members shall be allowed for a consortium. The term bidder (the “Bidder”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Client through the Selection Process specified in this RFP. Bidders 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 Client’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the forms at Appendix-I and the Financial Proposal shall be submitted in the forms at Appendix-II. Upon selection, the Bidder shall be required to enter into a contract with the Client in the form specified at Clause 6.
- 2.1.4 If bidder is a Consortium, Consortium shall consist of maximum of two member i.e. Lead Member and Associate Member/s. The Lead member shall subscribe to minimum of 51% share and Associate members shall subscribe to minimum 15% share in the bidding company. Refer Appendix-I: Technical proposal Submission Formats

2.2 Conditions of Eligibility of Bidders

- 2.2.1 To be eligible for evaluation of its Proposal Single Bidder or the Lead member in the Consortium shall:
- i. Have received a minimum income of Rs.2 Cr. per annum from professional consultancy fees during each of the 3 financial years preceding the Proposal Due Date.
 - ii. Have, over the past 5 years preceding the PDD, completed at least 1 (one) assignment for Preparation of design, detailed project report (DPR) for development of development of smart / complete streets project of minimum length 10 km for a government client in India;
 - iii. Have over the past 5 years preceding the PDD, experience of completing construction supervision services for roads/streets project with capital cost of at least 25 Crore.
 - iv. Shall have qualified and experienced multidisciplinary team of at least 15 professional on payroll/full time association. The team should consists of the following
 - a. Urban Transport expert- 02
 - b. Urban planner/ designer- 03
 - c. Senior Architect- 04
 - d. Traffic Engineering Expert - 02
 - e. Draftsman (including 3D modellers)- 04

- 2.2.2 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years, audited financial statements for the firm for each of the three financial years, and the fees received in respect of each of the eligible assignments specified in the Proposal. In the event that the Bidder 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 Bidder.
- 2.2.3 The Bidder should submit a Power of Attorney as per the format at Form-3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.2.4 Any Bidder who has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.5 The Bidder should have, during the last three years, neither failed to perform on any agreement/contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor have been expelled from any project or contract nor have had any contract terminated for breach by such Bidder or its Associate.
- 2.2.6 While submitting a Proposal, the Bidder 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, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 2.3.2 The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Client'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 Client.
- 2.3.3 The Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Bidder, its consortium members (the "Members") or Associate(or any constituent thereof) and any other Bidder, its consortium member 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 the Bidder, 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 Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution

referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) 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 (bb) 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 Bidder is also a constituent of another Bidder; or
- c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- d) such Bidder has the same legal representative for purposes of this application as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, 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 Application of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client 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 Client 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 2.3.5; 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 Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, 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 the Bidder, 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 Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire; 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 4A 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.

- 2.3.4 For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). 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 manage policies of such person by operation of law or by contract.
- 2.3.5 The Bidder eventually appointed to provide Consultancy for this Project, and 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 5 (five)years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. 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.

2.4 Number of Proposals

- 2.4.1 No Bidder or its Associate shall submit more than one Application for the Consultancy. The Bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be. In such case the application will be rejected

2.5 Cost of Proposal

- 2.5.1 The Bidders 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 Client, Project site etc. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Bidder

- 2.6.1 It shall be deemed that by submitting the Proposal, the Bidder has:
- a) made a complete and careful examination of the RFP;
 - b) collected all relevant information from SKDCL;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client or relating to any of the matters referred in Clause 2.6;
 - d) satisfied itself about all matters, things and information, including matters referred in Clause 2.6 herein, necessary and required for submitting an informed
 - e) Application and performance of all of its obligations there under;
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.6.2 The Client shall not be liable for any omission, mistake or error on the part of the Bidder 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 Client.

2.7 Right to reject any or all Proposals

- 2.7.1 Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.7.2 Without prejudice to the generality of Clause 2.7.1, the Client reserves the right to reject any Proposal if:
- a) at any time, a material misrepresentation is made or discovered, or
 - b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Client reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.8 Contents of the RFP

2.8.1 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 2.10:

Request for Proposal

1. Introduction
2. Instructions to Bidders
3. Criteria for Evaluation
4. Pre-Proposal Conference
5. Term of Reference
6. Form of Contract
7. General Condition of Contract
8. Special Condition of Contract

Annexures

- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Estimate of Personnel Costs (Deleted)
- Annex-4: Cost of Services
- Annex-5: Bank Guarantee for Performance Security

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Statement of Legal Capacity
- Form 3: Power of Attorney
- Form 4: Financial Capacity of Bidder
- Form 5: Survey and Field Investigations
- Form 6: Consultants organization and experience
- Form 7: Comments on TOR counterpart staff and facilities to be provided by staff
- Form 8: Approach and Methodology
- Form 9: Work plan and planning for deliverables
- Form 10: CVs of key personnel

Appendix-II: Financial Proposal

- Form 1: Submission form
- Form 2: Summary of costs

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the RFP may send their queries to the Client in mail before the date mentioned in the Schedule of Selection Process at Clause 1.7. The subject shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP"
- 2.9.2 The Client shall endeavour to respond to the queries within the period specified therein but not later than 10 (ten) days prior to the Proposal Due Date. SKDCL will post their reply to all such queries on the Official Website.
- 2.9.3 The Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official website
- 2.10.2 All such amendments will be notified in writing through e-mail to all Bidders 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 Bidders.
- 2.10.3 In order to offer the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the Proposal Due Dates.

2.11 Language

- 2.11.1 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 the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

- 2.12.1 The Bidder would provide all the information as per this RFP Document. SKDCL would evaluate only those Applications that are received in the required format and are complete in all respects.
- 2.12.2 The Bidder should quote both in numerical figures and words for financial proposal. In the event of any discrepancy between the numerical figures and the words, the words shall prevail.
- 2.12.3 The Bidders shall upload the documents (as specified in the Appendix) online through www.mahatenders.gov.in, before the proposal due date specified.
- 2.12.4 Please note that SKDCL retains the right to ask for any further information/ clarification during the Bid Process.

2.13 Technical Proposal

- 2.13.1 It is a must to meet all the eligibility criteria mentioned in clause 2.2.
- 2.13.2 The financial proposal of the bidders disqualified at technical stage will be returned to the respective Bidders unopened.
- 2.13.3 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared nonresponsive.
- 2.13.4 Consultant shall not propose alternative team members / personnel. Only one CV shall be submitted for each team member / personnel. Failure to comply with this requirement will make the Proposal non-responsive.
- 2.13.5 The Consultant is required to submit a Technical Proposal as indicated in Appendix-I: Technical proposal Submission Formats

2.14 Financial Proposal

- 2.14.1 The Financial Proposal shall be prepared using the standard form provided in Appendix-II- Financial proposal. The bidder shall provide the costs for consultancy services for “preparation of design and detailed project report with construction supervision for complete street network”

2.15 Submission of Proposal

- 2.15.1 The proposal submission including Technical proposal and financial proposal shall be made on www.mahatenders.gov.in
- 2.15.2 Each page of the document shall be duly signed/ digitally signed by the “Authorised Representative”.

2.16 Proposal Due Date

- 2.16.1 Proposal due date (PDD) will be as mentioned in the tender notice.
- 2.16.2 The Client may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with [Clause 2.10](#) uniformly for all Bidders.

2.17 Earnest Money Deposit

- 2.17.1 The Bidder shall submit an Earnest Money Deposit (EMD) online only for an amount of Rs.1,00,000/- (Rs. One lakh only) along with its Proposal.
- 2.17.2 The EMD shall be valid for a minimum period of 100 days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by the corresponding period.
- 2.17.3 The EMD of Unsuccessful Bidders bidder will be returned on signing of the concession contract by the successful bidder.
- 2.17.4 The EMD of the Successful Bidder shall be returned on submission of Performance Security by the Successful Bidder to the Client as per terms of this RFP Document.
1. In addition to the above, SKDCL will promptly release EMD of all the Bidders in the event SKDCL decides to terminate the Bidding Process.
 2. The EMD shall be forfeited by SKDCL, in any of the following case:
 - a. Successful Bidder fails to accept Letter of Intent
 - b. Successful Bidder fails to submit the Performance Security or
 - c. As per the provisions of Draft Concession Contract
- 2.17.5 The EMD shall be forfeited if the bidder withdraws the bid during the evaluation process

2.18 Commitment on Tender

- 2.18.1 CEO, SKDCL shall be under no obligation to accept the lowest or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

2.19 Intimation to successful Bidder

- 2.19.1 The acceptance of proposal/bid may be communicated to the successful Bidder in writing or otherwise either by the Tender opening authority or any competent authority in SKDCL.

2.20 Signing of contract

- 2.20.1 Once SKDCL notifies the successful Bidder that its proposal has been accepted, SKDCL shall enter into a separate Contract, incorporating all contracts (to be discussed and agreed upon separately) between SKDCL and the successful Bidder. CEO, SKDCL may extend this Contract for further period.

2.21 Evaluation of Proposals

- 2.21.1 The Technical and Financial proposal shall be evaluated on Quality Cost Based Selection (QCBS), The Financial Proposals will not be opened until the technical evaluation is concluded.
- 2.21.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. The Client will conduct the evaluation on the basis of the submitted Technical and Financial Proposals. However, the Client may seek clarification on the information submitted by the Bidder, if required.
- 2.21.3 The Technical Proposal shall have 70% (Eighty percent) weightage and Financial Proposal shall be given 30% (twenty percent) weightage.

2.22 Confidentiality

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

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If the Bidder does not provide clarifications sought under Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Client.

2.24 Public opening of proposals

- 2.24.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened.
- 2.24.2 These Financial Proposals shall be then opened online, and records of the total fees of the qualifying consultants shall be sent to all technically qualified Consultants. 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.

2.25 Negotiations (Deleted)

2.26 Substitution of Key Personnel

- 2.26.1 The Client will not consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client.
- 2.26.2 The Client expects all the Key Personnel to be available during implementation of the Contract. The Client will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. As a condition to such substitution, a sum equal to 0.5% of the total fees shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 1% of the total fees.

2.27 Indemnity

- 2.27.1 The Consultant shall, subject to the provisions of the Contract, indemnify the Client for an amount not exceeding the value of the Contract for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

- 2.28.1 After completing negotiations, the Client shall sign the contract; publish the award information and promptly notify the other shortlisted Bidders.

2.29 Notification of Award

- 2.29.1 Prior to expiry of the validity period, SKDCL will notify in writing that the successful Bidder's proposal has been accepted. Upon the successful Bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the successful Bidder is unable to furnish the Performance Bank Guarantee within stipulated time and as per the contract conditions, SKDCL may invite the Bidder which secures second rank in order of the total score of evaluation

2.30 Performance Security

- 2.30.1 The Consultant shall at its own expense deposit with SKDCL, within fifteen (15) working days of the date of notice of award of the contract, an unconditional Performance Security in the form of a bank guarantee from a scheduled or nationalized bank acceptable to SKDCL, payable on demand, for the due performance and fulfilment of the contract by the Bidder.
- 2.30.2 The Performance Bank Guarantee will be of 2% of the work order value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Security shall be borne by the Bidder. The PBG shall be valid till six months after completion of contract period.
- 2.30.3 In the event of the Bidder being unable to provide Services as per the Contract for whatever reason, SKDCL would have the right to invoke the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of SKDCL under the Contract in the matter, the proceeds of the Performance Security shall be payable to SKDCL as compensation for the Bidder's failure to perform/comply with its obligations under the Contract. SKDCL shall notify the Consultant in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Consultant is in default.

- 2.30.4 SKDCL shall also be entitled to make recoveries from the Consultant's invoice, Performance Security, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or any other.

2.31 Commencement of assignment

- 2.31.1 The Consultant shall commence the Services at the Project site within 7(seven) days of the signing the contract. If the Consultant fails to either sign the Contract or commence the assignment as specified herein, the Client may invite the Bidder with second highest score for the assignment. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of [Clause 2.17](#).

2.32 Proprietary data

- 2.32.1 Documents and other information provided by the Client or submitted by the Bidder to the Client shall remain or become the property of the Client. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Client 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 Client in relation to the Consultancy shall be the property of the Client.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 The Technical Proposal will be evaluated on the basis of Bidder’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders who’s Technical Proposals score 70 marks or more out of 100 shall qualify for further evaluation. The Proposals shall be evaluated in accordance with the scoring criteria specified in Table 3 below.
- 3.1.2 The Bidder shall make available all Key Personnel specified in Table 1 and Table 2 below as part of its team. Urban Transportation Expert - Team Leader, Urban Designer and Traffic Engineering Expert shall be available at client site, full time, from start of the project up to the DPR approval stage. Resident Engineer shall be available, full time, from start of construction related activities up to completion of project. The Bidder shall identify and make available additional experts as may be required.

Table 1: Key Personnel for preparation of Detailed Project Report

S. No.	Key personnel	Education Qualification and Other Requirements
1	Urban transportation expert (Team Leader)	<ul style="list-style-type: none"> Post-graduation in Urban Planning/Transportation Planning/Traffic and transportation engineering Minimum 12 years of relevant experience. Experience, as a team leader, of preparation of design and DPR for at least 2 complete / smart street projects for government clients. and Experience, as a team leader, of preparation of transportation master plans, circulation plans or comprehensive mobility plans for cities in India for government clients.
2	Urban designer	<ul style="list-style-type: none"> Post graduate in Urban Planning/ Urban Design; Minimum 10 years of relevant experience; Experience of preparation of design and DPR for at least 3 projects of complete/smart streets or streetscaping and improvements of designing roads and junctions, street furniture, on-street or off-street vending zones, off-street public spaces etc.
3	Traffic Engineering Expert	<ul style="list-style-type: none"> Post-graduation in Traffic Engineering / Transportation Planning Minimum 8 years’ of relevant experience on design and DPR preparation for urban street junction designs, design of road sections, utility ducts and relevant complete/smart street project components.

Table 2: Key Personnel deployed onsite (on appointment of contractor) for the project till the project duration is completed

S. No.	Key personnel	Education Qualification and Other Requirements
1	Resident Engineer (construction project manager)	<ul style="list-style-type: none"> Post graduate in Urban/Transport Planning/Transport Engineering/Urban Engineering with

Appointment of technical consultant for preparation of design and detailed project report with construction supervision for complete street network under Smart Cities Mission

		<ul style="list-style-type: none"> Minimum relevant experience of 7 years in relevant in design of roads and junctions.
2	Manager (Quality Assurance & Quality – Control)	<ul style="list-style-type: none"> Bachelor of Civil Engineering with Minimum of 5 years' of relevant experience
3	Site Engineer (2 persons)	<ul style="list-style-type: none"> Bachelor of Civil Engineering or Diploma in Civil Engineering Minimum 2 Years of relevant experience in construction supervision

In addition to above mentioned team, if required support staff to assist the Key-Personnel have to be employed by consultant as per requirement.

Beside above given technical key professional experts, clerks, computer operators along with necessary office equipment are required to be supplied/ appointed on site office.

Table 3: Technical scoring criteria

No.	Details of experience	Maximum Score
1	Experience of providing consultancy services for designing and preparation of Detailed Project Report (DPR) for smart/complete streets or jobs of similar nature of at least 20 km at one location in last 5 years <ul style="list-style-type: none"> Completed 1 project - 8 marks Completed 2 or more projects - 12 marks 	12 marks
2	Experience in Project Management Consultancy for 'Development of complete streets' of more than 20 km of street network <ul style="list-style-type: none"> Complete 1 project - 5 marks Completed 2 or more projects - 08 marks 	08 marks
3	Understanding of TOR, Approach, Methodology and work plan for the project – 8 marks	08 marks
4	Technical presentation on context specific concept and project outline <ol style="list-style-type: none"> Past projects – 8 marks <ul style="list-style-type: none"> Scale of the project – 4 marks Quality of design and implementation – 4 marks Innovative approach to plan/design – 8 marks Knowledge on site conditions and approach towards smart features – 8 marks Revenue generation (open space advertisement and place making etc.) approaches / ideas – 8 marks 	32 marks

5	<p>Key personnel:</p> <ul style="list-style-type: none"> I. Urban transportation expert (12 Marks) II. Urban designer (8 Marks) III. Traffic engineering expert (8 Marks) IV. Resident Engineer (8 marks) V. Manager (Quality Assurance /Control) (4 marks) <p>Curriculum vitae of the personnel shall be evaluated and scored on the basis of following criteria. The scores shall be rounded off up to two digits after decimal.</p> <ul style="list-style-type: none"> • 70% of the marks allocated for relevant experience as specified in clause 3.1.2 (up to three 50%, four to five 75% and more than five 100%) i. 30% marks shall be assigned if the personnel has experience of working on the assignments shown under firm's experience 	40 marks
	Total	100

3.2 Short-listing of Bidders

3.2.1 The bidders whose technical score is more than 60 points shall be short-listed for financial evaluation.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II- Financial proposal.

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

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

3.4.1 Proposals will finally be scored according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- 3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The Applicant with second highest score shall be kept in reserve and may be invited in its discretion. In case the highest scored Applicant withdraws, or fails to comply with the requirements specified in the RFP, as the case may be.

3.5 Fraud and Corrupt Practices

- 3.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder's proposal.
- 3.5.2 If any Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the signing of Contract or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.5.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Contract or arising there from, 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 Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the 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 Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

3.6 Termination Contract

- 3.6.1 Successful bidder commits default in terms and conditions, scope of work, duties and responsibilities of the successful bidder mentioned in RFP document, then this default may lead to termination of the contract between the successful bidder and SKDCL.
- 3.6.2 In case of termination at any stage the future payment shall not be made to the successful bidder and performance security shall be forfeited.

4 PRE-PROPOSAL CONFERENCE

- 4.1.1 Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. Only those Bidders, who have downloaded the same from the Official Website for the Client and has deposited the prescribed fee, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 4.1.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Client. The Client 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.

The details of the time and venue of the pre-proposal conference is as given below:

Date: As per Tender Notice

Time: As per Tender Notice

Venue: Office of the Chief Executive Officer, Smart Kalyan-Dombivli Development Corporation Limited, Kalyan-Dombivli Municipal Corporation, Shankarrao Chowk, Kalyan-West

TERMS OF REFERENCE (TOR)

“Appointment of technical consultant for preparation of design and detailed project report with construction supervision for complete street network”

5 TERM OF REFERENCE

5.1 Background and objective

Well-designed streets and junctions are a critical element of a safe and efficient mobility system. Planning and implementation of complete streets and junction is one of the significant project under Smart Kalyan-Dombivli project. At present, traffic and transportation are facing issues such as unregulated movement, lack of signals, inadequate safety and traffic management measures, insufficient width and encroached footpaths. Streets being significant in terms of safe commuting, regulating and guiding the traffic flow needs to be designed and implemented on priority.

5.1.1 Smart city proposal focuses on improving mobility within the identified ABD area with following goals:

Goal 1: Railway station precincts made pedestrian centric, seamless intermodal transfers and Kalyan station building redevelopment;

Goal 2: Development of network of pedestrian-friendly “complete streets” and Intelligent Transport Management System at junctions and intersections.

SKDCL seeks to appoint a technical consultant for preparation of ‘design and detailed project report with construction supervision for about 83 km of complete street network including junctions’ The consultant shall design and structure the project conforming with the following objectives:

- a) To provide safe and comfortable mobility for pedestrian and vehicular movement
- b) Better facilities for pedestrian and promote barrier free walking
- c) To employ a holistic approach to streets design, incorporating mobility elements—e.g. footpaths, pedestrian crossings, traffic signals, signage, railings, carriageways, bus stops, street furniture, organised vending spaces and IT interventions in an integrated design.
- d) To ensure that street design is based on scientific assessment of needs and behaviour of street users, as observed in the surveys as part of this study and promote advanced solutions to designing and development of complete streets.

5.2 Key elements of scope of work

‘Study Area’ comprises of all the streets within ABD area measuring about 83 km in length. List of important roads given in and Table 4 and Figure 1 indicates tentative prioritization of roads in consultation with KDMC and SKDCL The Consultant needs to undertake a detailed study of the available literature and documents prepared for mobility management, road works etc. Detailed assessment of the proposals of regional connectivity has to be carried out by the Consultant. The Consultant also needs to refer other works that are being carried out under smart city initiative, for example, the proposed connectivity for Kalyan Station precinct development. All the ICT interventions on streets under smart cities mission are to be reviewed.

Table 4: List of important streets

Sr. No	Street Name	Start Point	End Point	Approximate ROW in m	Length in Km	Concrete/ Non-concrete
1	Bhiwandi Murbad Kalyan Diversion Road	Durgadi Circle	Prem Auto	30	4	Concrete
2	Kalyan Murbad Road	Valdhuni Bridge Circle	Prem Auto	24/30	1.6	Concrete
3	Agra Road	Patri Pull	Durgadi Circle	24/30	3	Concrete/ Non-Concrete
4	Govindvadi Bypass	Durgadi Circle	Patri Pull	30	1.6	Concrete
5	Santoshi Mata Road	Sahjanand Circle	Hotel Heritage T Junction	18	2	Concrete
6	Kala Talao Makhbara Road	Sahjanand Circle	St. Thomas Church	18	1.6	Concrete
7	Kalyan Sape road	Lal Chowki	Gandhari Bridge	24/30	2.8	Concrete
8	Vasant valley road	Kalyan diversion road	Tharwani Chowk	24	1.1	Non-Concrete
9	Singhal road (pipeline road)	Swami samarth mandir	Raunak city	30	2	Non-Concrete
	Sub Total				20	
10	Other important	ABD Area			63	
	Total				83	



Figure 1: Important streets in ABD area

5.2.1 Primary survey and assessment:

a) Stakeholders consultation

During each stage of project development, the Consultant needs to conduct stakeholders' consultations with Commissioner of Police, traffic police, various associations like auto rickshaw, vendors etc. The consultant also needs to conduct rapid pedestrian interactions to finalise the designs and elements.

b) Study of existing traffic and transport situation

The Consultant is required to conduct traffic and transport surveys for pedestrian movement, public transport (bus and rickshaw) movement, movement of cycle users and private vehicular movement as per standard IRC norms. The Consultant will document the quality of existing pedestrian facilities on all streets and junctions in the Study Area, noting properties such as the clear width of the footpath, the obstructions, placement of trees, electrical utilities, transformers, encroachments in reference to development plan of KDMC etc.

The survey shall be from 06:00 to 22:00 on a normal working day. The Consultant will conduct a tracking survey of pedestrian crossing movements at important intersections along each corridor in the Study Area.

c) Topography survey

Consultant will conduct physical survey through total station to create a basemap showing physical features within ROW as well as setbacks up to the building/structure line. The consultant will also

compile information on underground utility networks and provisions of shifting the same wherever required based on physical survey (transformers, sign boards etc). Consultant will also collect the information available with the utility departments and urban local bodies about any relevant interventions and projects proposed in Study Area so that necessary provisions to incorporate the proposals can be made. Such parameters should also be mapped using the Auto Cad platform.

d) Landuse and Activity mapping

The Consultant will record the land use and activity information on the basemap. A land use survey must be carried out for every building/structure adjoining selected streets. In cases where the ground floor use is different from that of rest of the floors, the surveyors should make a note. Important activities such as schools, shopping areas, and housing developments, religious places, public gatherings, hospitals etc. should be identified and marked on plans. Type of structure (i.e. permanent or temporary structure) along with encroachments should be recorded and marked on basemap. The demolition works and other design parameters should be derived considering the existing and proposed landuse along the streets in reference to the DP plan of KDMC. This information will help in identification of existing facilities and proposal and placement of street furniture, smart components and other elements in the final design. Land use data, activity mapping and encroachments should be recorded and shown on base map.

e) Parking survey

A parking survey must be carried out in the Study Area to identify existing parking patterns, average parking time and occupancy rates. Parking demand should be established by a manual count, classified by vehicle type. The survey shall be conducted for peak hours (morning and evening) and also during lean hours. The survey should cover both on-street parking areas as well as off-street parking. Parking fee levels should also be noted. The locations that are proposed in KDMC's Parking Policy needs to be surveyed and evaluated. All the survey findings are to be summarised and presented on maps and drawings.

f) Survey of street vending and related activities

The consultant must make note of all the vendors in the Study Area. The survey should note the type of vending and the physical typology of the vending structure (i.e. permanent or temporary structure). The survey should also note whether the vendor is an obstruction to pedestrian movement. The location and characteristics of each vendor should be recorded. Design proposal should have proper provisions for such activities.

5.2.2 Preparation of concept plan

The consultant, based on the survey findings and in sync with the urban fabric of Kalyan Dombivli, shall prepare conceptual design on the central theme of pedestrian friendly streets. The Consultant shall prepare detailed streets and junction designs for all identified streets and junctions in the Study Area. The design must be consistent with relevant plans, including plans for pedestrian and vehicular movement, parking zones, public spaces, utility shifting, medians and roundabouts, provision for surveillance and traffic signals, including street furniture, appropriate provisions for IT interventions etc. The designs shall be prepared considering following relevant documents (but not limited to:

- i. The current National Urban Transport Policy adopted by the central government in 2006 also lays emphasis on designing the cities for people and not for vehicles (MoUD, 2006)
- ii. Indian Roads Congress (IRC) standards, especially IRC 86-1983 and 103:2012, Guidelines for Pedestrian Facilities.

- iii. Street design manuals such as *Better Streets, Better Cities: A Guide to Street Design in Urban India* by the Institute for Transportation and Development Policy and the *Street Design Guidelines* prepared by UTTIPEC.
- iv. Codes for Urban Roads by Institute of Urban Transport (IUT, MoUD)
- v. Street Design Guidelines for Equitable Distribution of Road Space-NUTP
- vi. MSUTP: Maharashtra State Urban Transport Policy

Street designs should include provisions (but are not limited to) for following elements:

- Dedicated pedestrian footpaths
- Dedicated cycle tracks, including cycle docks (wherever required in possible stretch)
- Bus stops, and recessed bus bays near bus stops (wherever required)
- Pedestrian crossings, table top crossings (if possible), as well as median breaks (at appropriate intervals) along with pedestrian islands and bollards
- Trees and tree guards to provide shade for pedestrians and cyclists and landscaping
- Smart bus stops (equipped with solar and LED advisement boards as per feasibility) and para transit stops
- Spaces for street vending
- Place making and street architecture design
- Feasibility study for open space advertisement and revenue generation model.
- Medians and landscaping with automated drip irrigation
- Traffic calming elements, to reduce vehicle speeds
- Physically demarcated on-street parking areas and turnings
- Street furniture, including benches, stools, tables, and other seating arrangements
- Signage and traffic light locations and Street lighting in tune with IT interventions
- Carriageways, ensuring that the width remains uniform between intersections
- Storm water drains (if required) and inlets to the same
- Utility access points and provisions for shifting of the same if required
- Provisions for smart components such as intelligent lights, signage, parking, etc. considering universal accessibility provisions

Intersection designs should promote pedestrian safety through elements such as pedestrian refuge islands, reduced angles of approach, adequate turning radius, and traffic calming. Wherever extra or additional land is available in the form of setbacks, public land or additional ROW, the Consultant should identify opportunities to utilize and enhance the area by creating parking, plazas, markets, vending/hawking zones and other public spaces in coordination with DP plans, TP department KDMC, and SKDCL.

The Consultant shall engage with various civil society organisations and user associations as identified by KDMC and SKDCL and advisory groups such as WRI and incorporate their suggestions etc. as a part of the proposal.

The Consultant shall prepare a concept plan for the entire ABD and propose different sets of intervention in alignment with the theme. The interventions required for old core of Kalyan and the areas to be developed are to be presented separately. The consultant shall prioritise the works to be undertaken to bridge the missing links and which will have immediate impacts on the pedestrian and vehicular movements. Once the concepts are finalised, the consultant shall detail out the plans.

The Consultant will submit plans, cross-sections of all the streets and junctions/intersections. The plans will be submitted in hard copy (scale of atleast 1:500 or as per client's requirement) and in

electronic format (pdf and CAD). It must include 3D views of the design proposal at major junctions (about 10 Nos) and walkthrough of complex junctions (about 3-5 in no.).

The concept plan should also incorporate design guidelines to standardise each proposed element and contextual deviations of the elements. The guidelines shall be complied with while executing the works.

The designs will be reviewed by SKDCL before preparing the final working drawings. The Consultant may be asked to present the designs to SKDCL and other stakeholders. The Consultant will prepare Revised Conceptual Designs based on the feedback received from SKDCL. The Revised Conceptual Design must be submitted to SKDCL for approval. At this stage other stakeholders operating on the roads and related to traffic management are to be consulted and based on the feedback the designs have to be finalised

5.2.3 Preparation of detailed street designs

a) Draft working drawings

Following approval by SKDCL of the conceptual designs, the Consultant will prepare detailed construction drawings for all the streets and junctions. The designs should include geometric and vertical profiles and should incorporate utilities and facilities. The designs should include the following components:

- Typical sections at every 50 m.
- Street plan.
- List of existing street elements to be demolished.
- Utility relocation plans (wherever necessary).
- Components (including IT interventions) and materials with specifications.
- Construction Methodology including Traffic Management
- Schedule of completion
- Construction details for each element.

The Draft Working Drawings must be submitted to SKDCL for approval.

b) Final Working Drawings

The Consultant will prepare Final Working Drawings based on the feedback received from SKDCL. The Final Working Drawings must be submitted to SKDCL for approval.

The Consultant will submit all conceptual designs and final working drawings also termed 'Good for Construction (GFC)' to SKDCL in hard copy and electronic format.

5.2.4 Bill of quantities

The Consultant is expected to prepare specifications, bills of quantities (based on latest published PWD DSR, or any applicable DSR after the submission of final drawings), cost estimates, and bid documents as per the PWD guidelines for the implementation of the proposed streets and junction improvements, including pavements, furniture, street lighting, landscaping and other smart components. Bid documents shall be given item-wise (i.e. streets, lighting, landscaping, road markings, etc.). The Consultant will work with SKDCL to include appropriate mechanisms in the civil work's bid documents to facilitate maintenance.

5.2.5 Preparation of Detailed Project Report

The Consultant shall prepare the detailed project report containing following elements:

- i Working site and context

- ii Proposed components
- iii Interventions proposed with rational
- iv Detailed Plans and Sections and 3D views proposed
- v Technical specifications of elements under complete streets.
- vi Implementation strategy
- vii Implementation schedule
- viii Procurement model of complete street elements with different specifications and options with cost/rate analysis.
- ix Bill of quantities
- x Operation and management
- xi Revenue generation opportunities

5.2.6 Implementation of Construction Activities/ supervision

The Consultant shall prepare the implementation plan, monitor and supervise the construction activities. The phase-wise implementation should comprise of work schedule with safety provisions and diversion plans (if required), utility shifting plan and superstructure works with timelines. The consultant will supervise the construction work for the entire project.

The brief scope work for monitoring and supervision are listed in the following but not limited to

- a) Providing advice and guidance to the SKDCL for modern procedures and guidelines for project implementation and management in general.
- b) Arrange and coordinate multi stage consultation proposed under the project and accordingly ensure modification of the project components.
- c) Contract administration and management of the Contractor activities.
- d) Prepare construction supervision manual and maintenance manual.
- e) Interpretation of the technical specifications for each complete street elements.
- f) Supervise and monitor construction work of each contract package.
- g) Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval from SKDCL.
- h) Checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly.
- i) Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package.
- j) Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues.
- k) Assess the adequacy of the contractors' inputs in material, labour and construction methodology and provide advisories when required.
- l) Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods.
- m) Monitor implementation of environmental standards and safeguards and if any resettlement plans.
- n) Establish Quality assurance system including verification of source of material and certification.
- o) Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings.
- p) Record the work measurement and certify the contractor's bill.
- q) Assist the SKDCL in interim and final certification of the bills of payment.
- r) Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required.

- s) Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc. and prepare recommendations for approval by SKDCL.
- t) Assist third party inspections, if necessary, as decided by SKDCL.
- u) Assist SKDCL in obtaining all necessary permissions and complying with statutory requirements as required prior to construction from internal departments of KDMC, MSEDCL and tree-cutting etc.
- v) Proof checking and issuance for execution of contractors' design and drawings as per contract.
- w) Review and finalise the "as built" drawings submitted by Contractor.
- x) Assist SKDCL in issue of completion certificates of each package.
- y) Inspect the works at appropriate intervals during defect liability period and certification issue.
- z) Submit monthly project progress reports describing the physical and financial progress.
- aa) Assist SKDCL in different stages of consultation during construction as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation.

5.2.7 Post Execution Stage

- a) Obtain integrated as built up drawing, incorporating the details of various works actually executed.
- b) Obtain guarantee certificate, maintenance manuals from specialist agencies and compile them in easily understandable for future reference.
- c) Prepare an integrated housekeeping, operation and maintenance manual for proper upkeep of the premises.
- d) Assist SKDCL in settlement of agencies account, settlement of any extra / excess items if any.

5.3 Accommodation:

The on-site (monitoring and supervision) team will be responsible for making his own arrangement for all his accommodation.

5.4 Duration of the work:

5.4.1 It is estimated that the duration of the PMC for the selected work will be up to the end of construction implementation period (27 months) and successful handover to SKDCL (3 months).

5.4.2 Estimated duration of the work is 30 months.

5.5 Site office:

Providing and maintaining a furnished site office for the supervisory staff of engineer and maintaining will be under the scope of consultant.

5.6 Deliverables and payment milestones

The consultancy fee is lump sum including all liabilities and taxes but excluding service tax which shall be reimbursed at prevailing rates. The payments shall be made on approval of the following deliverables

Consultant output	Payment (% of total service fee)
Approval of Inception report	1
Approval of existing situation analysis	5
Approval of conceptual plan and GAD	10
Approval of Detailed Project Report	24
Supervision and monitoring of Implementation works (quarterly payments made proportionate to the financial progress of the work)	50
Post implementation	10

The Consultant may be required to attend several meetings leading up to the implementation of the proposal. The cost of attending meetings will be borne by the Consultant. Once these requirements are met, SKDCL will make payments as per the above structure to the Consultant.

5.7 Timelines

Table 5 Deliverable with respect to timeline ('T'- date of signing of work order)

Consultant output	Description	Timeline (Days)
Mobilisation	Mobilisation of survey teams and site team	T + 7
Inception Report	Study area and description of all data collection activities	T +7
Existing analysis report	Existing Situation Analysis, issues, approach, strategy for designing and development of complete streets.	T+20
Conceptual Designs	Conceptual designs for entire street network (on base map derived from total station survey).	T + 40
Consultation with SKDCL	Preparation of presentation and hard copy drawings showing the Conceptual Designs.	T + 45
Revised Conceptual Designs	Revision of the Conceptual Designs based on feedback from SKDCL. and 3D views of entire project area	T + 60
Working Drawings(GFC/ GAD)	Plans, sections along various segments, public amenities and utility provisions, material specifications, and construction details for each element. Bill of quantities.	T + 75
Submission of DPR	Detailed Project Report with all details.	T + 90
Implementation monitoring	On-site implementing, site supervision and coordination with various stakeholders	24 months from deployment of civil contractor on site
Post implementation	Resolving of design issues post execution (if any). Documenting of place making, before and after implementation (photographs).	Up to a duration of 3 months

The consultancy fee is lump sum including all liabilities and taxes but excluding GST which shall be reimbursed at prevailing rates.

CONTRACT

FOR

**PREPARATION OF DESIGN AND DETAILED PROJECT
REPORT WITH CONSTRUCTION SUPERVISION FOR
COMPLETE STREET NETWORK**

6 FORM OF CONTRACT

Lump-Sum

This CONTRACT (hereinafter called the "Contract") is made on _____ day of the month of _____, 2017____, between, Smart Kalyan Dombivli Development Corporation Limited (hereinafter called the "Owner/Client/SKDCL ") and _____(hereinafter called the " Agency").

WHEREAS

(a) The Client has requested the agency for “**Design, DPR and construction monitoring consultant for Development of complete streets**” (hereinafter called the "Services");

(b) The agency, having represented to the Client that they shall maintain the confidentiality as mentioned in the clause no 19 of RFP document and have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract. These documents are to be taken as mutually explanatory of one another. For the purpose of interpretation the priority of documents shall be in accordance with the following sequence:
 - a. This Contract
 - b. Terms of Reference
 - c. Correspondence exchanged between SKDCL and the agency after opening of technical proposal and before signing of contract
 - d. Financial proposal
 - e. Technical proposal
2. The mutual rights and obligations of the Client and the agencies shall be as set forth in the Contract; in particular:
 - a. The agency shall carry out the Services in accordance with the provisions of the Contract; and
 - b. The Client shall make payments to the agency in accordance with the provisions of the Contract.
3. The agency's obligations under this Contract shall survive the termination of its appointment to carry out its work with the SKDCL regardless of the manner of such termination, and shall be binding upon its successors and assigns.
4. The agency agrees that no failure or delay on the Client part in exercising any right, power or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
5. Any amendments, changes or modifications to this Contract must be in writing and executed by authorized officials of both the Parties to this contract.
6. This Contract constitutes the entire contract of the agency and the Client with respect to the subject matter thereof and supersedes any and all prior understandings and contracts between the client and the agency
7. Any disputes, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance the Arbitration and Conciliation Act, 1996 by a sole arbitrator i.e. Chief Executive Officer (CEO),

SKDCL, Kalyan. The place of arbitration shall be Kalyan and the language to be used in the arbitral proceedings shall be English. The award of the sole arbitrator shall be final and binding on both parties.

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

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

(NAME OF THE AGENCY) By (Authorized Representative)

By (Authorized Representative)

SKDCL

WITNESS:

1.0

2.0

Note: If the Agency consists of more than one entity, all of these entities should appear as signatories.

7 GENERAL CONDITIONS OF CONTRACT

General Provisions

- Definitions: (1)** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
 - “Associate” means any person or entity who controls, is controlled by, or is under the common control with bidder.
 - “Bid” means the technical and the financial proposals submitted by the Bidders in response to the Tender
 - “Bidder” means the legally-established professional consulting firm or entity participating in the Tender
 - “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - “CEO” means the Chief Executive Officer of the Smart Kalyan-Dombivli Development Corporation Limited.
 - “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Annexes).
 - “Day” means a working day unless indicated otherwise.
 - “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11 Effectiveness of Contract.
 - “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - “Foreign Currency” means any currency other than the currency of the Client’s country.
 - “GCC” means these General Conditions of Contract.
 - “GoM” means the Government of Maharashtra
 - “Gol” means the Government of India.
 - “Government” means the government of the Client’s country.
 - “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - “KDMC” refers to Kalyan-Dombivli Municipal Corporation

- “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- “Local Currency” means the currency of the Client’s country.
- “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- “Party” means the Client or the Consultant, as the case may be, and parties means both of them.
- “Personnel” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, assigned by the Bidder to perform the Services or any part thereof under the Contract.
- “Proposal” refers to the technical and financial proposals containing required information as responses to the RFP submitted for the evaluation and further processes
- “Proposal Due Date (PDD) is the last date of proposal submission
- “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.
- “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in this RFP hereto.
- “SKDCL” means Smart Kalyan Dombivli Development Corporation Limited, SPV for Kalyan Dombivli city
- “Tender” refers to the ‘Request for Proposal’ document to which the prospective Bidders will respond
- “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

Relationship between the Parties	2	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
Law Governing Contract	3	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
Language	4	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
Headings	5	The headings shall not limit, alter or affect the meaning of this Contract.

- Communications** 6 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in clause 1.10. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- Location** 7 The Services shall be performed at such locations as are specified in Annex- hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- Authority of Member in Charge** 8 In case the Consultant is a consortium, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- Authorized Representatives** 9 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- Commissions and Fees** 10 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

Commencement, Completion, Modification and Termination of Contract

- Effectiveness of Contract** 11 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

Termination of Contract for Failure to Become Effective	12	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
Commencement of Services	13	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
Expiration of Contract	14	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
Entire Contract	15	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or contract not set forth herein.
Modifications	16	Any modification or variation of the terms and conditions of or Variations this Contract, including any modification or variation of the scope of the Services, may only be made by written contract between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party
Force Majeure	17	<p>a. Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <ul style="list-style-type: none"> • Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. • Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. <p>b. No Breach: The failure of a Party to fulfil any of its obligations hereunder of Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>c. Measures to be Taken: A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible,</p>

and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either

- a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- b. Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- c. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 35 &36 (Amicable Settlement)

Suspension

18 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

Termination

19 19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days" written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days" written notice in case of the event referred to in (e); and at least five (5) calendar days" written notice in case of the event referred to in (f):

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 (Suspension);
- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

c. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 36.1;

d. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

f. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 20 (Description of Key Experts).

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days" written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 35.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 35.1.

If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the

		Consultant shall proceed as provided, respectively, by Clauses GCC 27 (Counterpart Personnel).
e. Payment upon Termination		19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: <ul style="list-style-type: none"> a. payment for Services satisfactorily performed prior to the effective date of termination; and b. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
Consultant's Experts: Description of Key Experts	20	20.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the consultant Key Experts are described in Annex-2.
Replacement of Key Experts	21	21.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. <p>21.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration</p>
Removal of Experts	22	22.1 If the Client finds that any of the Experts or Sub consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. <p>22.2 In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>22.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>22.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>

Obligations of the Client

Assistance and Exemptions	23	23.1 Unless otherwise specified in the SCC , the Client shall use its best efforts to: <ul style="list-style-type: none"> a. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to
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		perform the Services. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract
		<ul style="list-style-type: none"> b. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. c. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. d. Assist the Consultant and the Experts employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country. e. Assist the Consultant, and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. f. Provide to the Consultant any such assistance as other may be specified in the SCC.
Access to Project Site	24	24.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or the Experts of either of them.
Change in the Applicable Law related to Taxes and Duties	25	25.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 29.1
Services, Facilities and Property of the Client	26	26.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Annex-) at the times and in the manner specified in said Annex-.

Counterpart Personnel	27	<p>27.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Annex-.</p> <p>27.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
Payment Obligation	28	<p>28.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Annex I and in such manner as is provided by GCC below.</p>

Payments to the Consultant

Contract Price	29	<p>29.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Annex-4</p> <p>29.2 Any change to the Contract price specified in Clause 29.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Annex-.</p>
Taxes and Duties	30	<p>30.1 The Consultant, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>30.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
Currency of Payment	31	<p>31.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.</p>
Mode of Billing and Payment	32	<p>32.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 29.1.</p> <p>32.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in Annex-The payments will be made according to the payment schedule stated in the SCC.</p> <p>32.2.1 <u>Advance payment:</u> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Annex-5, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the SCC until said advance payments have been fully set off.</p>

32.2.2 *The Lump-Sum Instalment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

32.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

32.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

32.2.4 With the exception of the final payment under 32.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

Interest on Delayed Payments 33

33.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 32.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

Fairness and Good Faith

Good Faith 34

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

Settlement of Disputes

Amicable Settlement 35

35.1 The Parties shall seek to resolve any dispute amicably by mutual consultation

35.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) Days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

Dispute Resolution 36

36.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party

to the adjudication/arbitration in accordance with the provisions specified in the SCC.

8 SPECIAL CONDITIONS OF CONTRACT

Number of Clause	GC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1		The Contract shall be construed in accordance with the law of INDIA
4.1		The language is: English
6.1 and 6.2		The addresses are: Client: Smart Kalyan Dombivli Development Corporation Limited Email: smartkalyandevcorp@gmail.com Consultant : Attention : Facsimile : E-mail:
8.1		[If the consultant consists only of one entity, state "N/A", OR If consultant is in consortium of more than 1 entity, the name of consortium member whose address is specified in SCC 6.1 should be inserted here.] The lead member on behalf of consortium is ____ (insert name of member)
9.1		The Authorized Representatives are: For the Client: Chief Executive officer, Smart Kalyan Dombivli Development Corporation Limited For the Consultant:
11.1		The effectiveness conditions are the following: Signing of the contracts by both the parties
12.1		Termination of Contract for Failure to Become Effective: The time period shall be : Fifteen days
13.1		Commencement of Services: The number of days shall be : Seven Confirmation of Key Experts" availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1		Expiration of Contract: The time period shall be: Seven months or completion of assignment.

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds three times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of equal to the value of Contract Price;</p> <p>(b)</p> <p>(c) Employer's liability and workers' compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.</p>
<p>23.1 (f)</p>	<p>The Client will provide the following inputs and facilities:</p> <p>Make best efforts in providing relevant data, information, and reports deemed necessary for the assignment.</p>
<p>29.1</p>	<p>The Contract price is: Rupees _____ exclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the</p>
	<p>Services provided by the Consultant shall be "reimbursed" by the Client "to" the Consultant.</p> <p>The amount of such taxes is Rupees</p>

<p>30.1 and 30.2</p>	<p>For domestic consultants/ personnel and foreign consultants/personnel who are permanent residents in India</p> <p>The consultants, and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>For foreign Consultancy firms</p> <p>The Client warrants that the Client shall reimburse the Consultant, and the Personnel for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, and the Personnel in respect of:</p> <p>(a) any payments whatsoever made by the client directly to the Consultant, and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p> <p>(1) the Consultant, and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they</p>
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	<p>were paid by the Client at the time the property in question was brought into the Government's country.</p> <p>Consultancy tax service payable on the contract value by both foreign and domestic consultants</p>
32.2	<p>The accounts are:</p> <p>for foreign currency or currencies: N/A for local currency:</p>
32.2.1	No Advance Payment
32.2.4	<p>The accounts are:</p> <p>for foreign currency: N/A for local currency:</p>
33.1	The interest rate is: 0% for concurrency and LIBOR for foreign currency payments.
36.1	<p>1.1. Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>(a) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(b) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing contract on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Indian Council of Arbitration, Mumbai for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute.</p> <p>(c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Registrar, The Indian Council of Arbitration, Mumbai.</p> <p>(d) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Registrar, The Indian Council of Arbitration, Mumbai. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>

	<p>1.2. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>1.3. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical Personnel with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders;</p>
37	<p>Liquidated Damages</p> <p>37.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p> <p>37.2 The amount of liquidated damages under this Contract shall not exceed 10 (Ten) %of the total value of the contract.</p> <p>37.3 The liquidated damages shall be applicable if the deliverables are not submitted as per schedule as specified in Clause 5.6 (Deliverables and payment milestones), the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.</p> <p>Penalty clause</p> <p>37.4 Delay in completion of individual milestone as per the Clause 5.6 & 5.7 (Deliverables and payment milestones & Timelines), without reasonable and approved by SKDCL exceeding one week as per agreed timelines set in the contract may add Penalty to consultant at 5% (five) of payment linked to deliverable per week and subsequently thereof.</p>

Annexures

Annex-1

Terms of Reference

(Reproduce TERMS OF **REFERENCE (TOR)** of RFP)

Annex-2

Deployment of Personnel

(Refer Clause Evaluation of Technical Proposals)

(Reproduce as per Form 10 of Appendix-I: Technical proposal Submission Formats!)

Annex-3

Estimate of Personnel Costs (Deleted)

Annex-4

Cost of Services

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

Annex-5

Bank guarantee for performance security

B.G. No.

Dated:

In consideration of you, Smart Kalyan Dombivli Development Corporation Limited, having its office at Shankar Rao Chowk, Kalyan (West) - 421201, (hereinafter referred to as the "**Client**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of [a limited liability company registered under the (Indian) Companies

Act, 1956) and having its registered office at][Consortium comprising of [], [] and []] (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for "**Preparation of design and detailed project report with construction supervision for complete street network**", in the State of Maharashtra (hereinafter referred to as the "Project") pursuant to the Request for Proposal document dated ____ ("RFP") issued in respect of the Project and other related documents including without limitation the draft concession contract and state support contract (hereinafter collectively referred to as "Bidding Documents"), we

(Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP, absolutely, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Client an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by Client stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Client is disputed by the Bidder or not, merely on the first demand from Client stating that the amount claimed is due to Client by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only). Any payments made hereunder shall be free and clear of, and without deductions for or on account of taxes, levies imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever and by whomsoever imposed and where any withholding on a payments is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that SKDCL receives full amount due hereunder as if no such withholding occurred.

This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty days) from the Bid Due Date (as defined in the RFP) inclusive of a claim period of 60 (sixty) days or for such extended period as required by the Bidding Documents, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that Client shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained

in the Bidding Documents, and the decision of Client that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Client and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, Client shall be entitled to treat the Bank as the principal debtor. Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the bids or the bid validity period or the period for conveying acceptance of letter of award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Client, and the Bank shall not be released from its liability under these presents by any exercise by Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Client or any indulgence by Client to the said Bidder or by any change in the constitution of Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

It shall not be necessary for Client to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Client may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Client in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 1 crore (Rupees One crore only). The Bank shall be liable to pay the said amount or any part thereof only if Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ___/___/___.

Client may assign this Guarantee to any person and in such case Client shall inform the Bank in writing. This Guarantee shall not be assigned or transferred by the Bank.

This Guarantee shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the High Court of Maharashtra.

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDICES

Appendix-I: Technical proposal Submission Formats

LIST OF SUBMISSIONS

1. Certificate of incorporation/Registration certificate
2. Self-certified anti-blacklisting certificate
3. GST registration
4. PAN card and other relevant documents
5. Form 1: Letter of Proposal
6. Form 2: Statement of Legal Capacity
7. Form 3: Power of Attorney
8. Form 4: Financial Capacity of Bidder
9. Form 5: Survey and Field Investigations
10. Form 6: Consultants organization and experience
11. Form 7: Comments on TOR counterpart staff and facilities to be provided by staff
12. Form 8: Approach and Methodology
13. Form 9: Work plan and planning for deliverables
14. Form 10: CVs of key personnel

Form-1

Letter of Proposal

{Location, Date}

To: [Name and address of Client] Dear

Sirs:

We, the undersigned, offer to provide the consulting services for “Preparation of design and detailed project report with construction supervision for complete street network”, in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal sealed in an envelope.

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

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the timeframe specified in schedule-2, clause 11.1.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company’s name or consortium’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

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

FORM-2

Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

Sub: RFP for "Preparation of design and detailed project report with construction supervision for complete street network",

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (Insert Bidder's name) will act as the Lead Member of our consortium.

I/We have agreed that.....(insert individual's name) will act as our Authorised Representative/will act as the Authorised Representative of the consortium 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.....

**Please strikeout whichever is not applicable*

FORM- 3

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 authorize Mr/Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of..... as our true and lawful attorney (herein after referred to as the “**Authorised Representative**”)to do in our name and on our behalf, all such acts, deed sand things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for “**Preparation of design and detailed project report with construction supervision for complete street network**”, proposed to be prepared by the (the “**Client**”)including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signingandexecutionofallcontractsandundertakingsconsequenttoacceptance of our proposal and generally dealing with the Client 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 in to the Contract with the Client.

AND, we do hereby agree to ratify and confirm all acts, deed sand things lawfully doneorcausedtobedonebyoursaidAuthorisedRepresentativepursuanttoand 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 powersherebyconferredshallandshallalwaysbedeemedtohavebeendoneby us.

INWITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THISPOWER OFATTORNEYONTHIS.....DAY OF , 2017

For.....

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on an on-judicial stamp paper of Rs.50(fifty) and duly not arised by a notary public.

Wherever required, the Bidder 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 here under on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and not raised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.

FORM-4

Financial Capacity of the Bidder

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

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

Note:

Please do not attach any printed Annual Financial Statement.

FORM-5
Survey and Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week																		
	Nam	Designation.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

FORM-6

Consultant's organization and experience

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the consortium partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners but can be claimed by the Experts themselves in their CVs.

The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

The consultant should provide completion certificate of the completed projects during the submission of technical proposal.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:

Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:
Narrative Description of Project:
Description of Actual Services Provided by Your Staff:

FORM-7

Comments and suggestions on the terms of reference, and facilities to be provided by the client

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

FORM-8

Description of approach, methodology and work plan for performing the assignment/job

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

{Suggested structure of your Technical Proposal:

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

Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

This section should prove particulars of the key experts and their roles in the execution of the assignment.

Sl. No.	Designation of the Key Expert	Name	Educational Qualification	Length of Professional Experience
1				
2				
3				
4				

FORM-9

Work Schedule and planning for deliverables

	Deliverables ¹ (D-..)	Months											
													TOTAL
	Inception report												
	Data collection												
	Interim report												
	{e.g.Deliverable #2:.....}												
n													

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

FORM-10
CURRICULUMVITAE (CV) of key personnel

Proposed Position				
Name of Staff				
Name of Firm				
Date of Birth			Nationality	
Years of Experience				
Key Qualifications				
Education				
Trainings				
Languages Known				
Presentations; Paper Submitted				
Countries of Work Experience				
Employment Record				
From: Employer: Position Held:				
From: Employer: Position Held:				
Awards & Achievements				
Detailed Tasks Assigned		Work Undertaken which Best Illustrates Capabilities for Similar Projects		

		<p>Name of assignment or project: Year: Location: Client: Positions held: Main project features: Activities performed: -</p>
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Appendix-II- Financial proposal

LIST OF SUBMISSIONS

1. FORM -1: FINANCIAL PROPOSAL SUBMISSION FORM
2. FORM 2: SUMMARY OF COSTS

FORM -1

Financial proposal submission form

{Location, Date}

To:

The Commissioner,
Kalyan-Dombivli Municipal Corporation,
Kalyan-Dombivli

Dear Sir:

We, the undersigned, offer to provide the consulting services for “**Preparation of design and detailed project report with construction supervision for complete street network**,” in accordance with your Request for Proposal dated [Insert Date].

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 22.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal..

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM -2
Summary of Costs

Sl. No.	Particulars	Amount in INR (in figures)	Amount in INR (in words)
1	Total Remuneration (including all liabilities and taxes but excluding GST)		

Authorised signatory:
Name:
Designation:
Name of the Firm:
Address:

FORM-3
Breakdown of Reimbursable Expenses (deleted)
