



# KAKINADA SMART CITY CORPORATION LIMITED



## International Competitive Bidding REQUEST FOR PROPOSAL (RFP)

FOR

Appointment of Consultant for  
Preparation of Kakinada Smart City Mission Document 2022

**RFP No. KSCCL/Mission/2017/1**  
**Country: INDIA**

**Dated: 14-10-2017**



Invited by  
Managing Director, KSCCL  
D.No.-2-33-10, Peketivari Street  
Perraju Peta, Kakinada, Andhra Pradesh State  
INDIA, PIN 533001 Email: smartcityofficekdd@gmail.com

## **RFP Notification**

### **KAKINADA SMART CITY CORPORATION LIMITED**

Notification No KSCCL/Smart City/Tenders/2017, Dt. 17-10-2017

Bids are invited from Eligible Bidders for the following item of works

1. Development of Sports Infrastructure in Schools at Kakinada
2. Providing Road Signage's in Main Road, Temple Street, Cinema Road and their connecting roads in ABD area of Kakinada Smart City
3. Providing Road Safety Interventions in ABD area of Kakinada Smart City
4. Appointment of consultant for preparation of Kakinada Smart City Mission Document 2022

The proposals can be submitted online e-tendering process through e-procurement portal [www.apecurement.gov.in](http://www.apecurement.gov.in) & [www.kakinada.cdma.ap.gov.in](http://www.kakinada.cdma.ap.gov.in) from 20.10.2017 onwards.

For communication, contact us through mails [smartcityofficekd@gmail.com](mailto:smartcityofficekd@gmail.com), [kakinadacorporation@gmail.com](mailto:kakinadacorporation@gmail.com) & [kscl.hr@gmail.com](mailto:kscl.hr@gmail.com).

Sd/ xxxxxxxxxx  
Managing Director

KSCCL, Kakinada

## **Disclaimer**

- a) The information contained in this Request for Proposal (“RFP”) document provided to the Bidder(s), by or on behalf of Kakinada Smart City Corporation Ltd. or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
  
- b) The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Kakinada Smart City Corporation Ltd., its employees or advisors to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. Kakinada Smart City Corporation Ltd., its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
  
- c) Kakinada Smart City Corporation Ltd. may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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## SECTION 1: SCHEDULE OF BIDDING PROCESS

### Key Dates

S. No.	Activity	Key Dates*	Time
1	Release of RFP	23-Oct-2017	11:00
2	Last date for availability of RFP in e-procurement	13-Nov-2017	16:00
3	Last date of receipt of queries on RFP	30-Oct-2017	17:00
4	Pre-bid Meeting date Venue: Kakinada Smart City Corporation Limited D.No- 2-33-10, Peketivari street, Perraju peta, Kakinada- 533001, AP, India	02-Nov-2017	11:00
5	Posting of replies to queries	03-Nov-2017	17:00
6	Last date for submission of Bids - Electronically	13-Nov-2017	17:00
7	Physical Submission	16-Nov-2017	11:00
8	Date of opening of technical bids (online)	16-Nov-2017	11:30
9	Date of opening of Financial bids (online)	21-Nov-2017	11:00
10	Officer Inviting Bids	Managing Director, KSCCL, Kakinada	

For more details contact: Kakinada Smart City Corporation Ltd.

Web : [www.kakinada.cdma.ap.gov.in](http://www.kakinada.cdma.ap.gov.in) ; [www.apecurement.gov.in](http://www.apecurement.gov.in)

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## SECTION 2. TERMS OF REFERENCE

### 2.1. Introduction:

Government of India has launched Smart Cities Mission in June 2015 with an objective to promote sustainable and inclusive cities that provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of 'Smart' Solutions.

Kakinada has been successfully selected as a city to be developed as Smart City in Round-1 of Smart City Challenge. It is proposed to implement various initiatives for Area Based Development (ABD) and Pan City Solutions worth about INR 1993 Crores in Kakinada under Smart City Mission.

Kakinada Smart City Corporation Limited (KSCCL) is an SPV created in March 2016 for implementation of Smart City projects in Kakinada under the Smart Cities Mission implemented by Government of India.

The Godavari Urban Development Authority (GUDA) has been constituted in 2016 under the Andhra Pradesh Metropolitan Region and Urban Development Authority Act, 2016. GUDA with jurisdiction of 2183 sq.km comprising of Rajamahendravaram Municipal Corporation, Kakinada Municipal Corporation, Peddapuram, Samarlakot, Pithapuram Municipalities and Gollaprolu Nagarpanchayath covering 283 villages in 26 mandals with Kakinada as its headquarters.

East Godavari District is one of the prominent districts in Andhra Pradesh and is proposed to be developed as a modal district. It is expected that Kakinada will act as a hub for the economic and infrastructure development for the entire district & GUDA has opportunity to overall guidance for orderly development of the district & GUDA Region.

At the Sustainable Development Summit in September 2015, Member States of United Nations have adopted the 2030 Agenda for Sustainable Development, which includes a set of 17 Sustainable Development Goals (SDGs) with 169 targets covering a broad range of sustainable development issues. These include ending poverty and hunger, improving health and education, making cities more sustainable, combating climate change, and protecting oceans and forests. Having an integrated approach to supporting progress across the multiple goals is crucial to achieving the SDGs.

Government of Andhra Pradesh (GoAP) also proposed to adopt the Global Sustainable Development Goals 2030 (SDG 2030) through its Vision 2029 framework to direct and drive the social and economic development policies and programmes in the State. As some of the Goals and Targets of SDG 2030 are not of direct relevance to Andhra Pradesh, GoAP has carried out a detailed assessment of these Goals and Targets and has customized them into 12 Goals and 115 Targets that are directly consequential to the State and on which the state will initiate actions.

Hon'ble Prime Minister of India in his address on the theme of "New India – Manthan", encouraged the district collectors to prepare a vision document, or resolution document for the districts. The Resolution Document should include 10 or 15 objectives which the district has to achieve by 2022.

In this context, KSCCL intends to engage consultant for undertaking development of 'Kakinada Smart City Mission Document 2022' that shall act as a guiding document over the short term to drive the smart city. The study aims to understand the overall development vision and goals of the East Godavari District & GUDA region with an aim to identify critical projects and interventions to improve Kakinada's role as an emerging hub in the East Godavari District & GUDA region.

As a Smart City, it is imperative for Kakinada to be in synchronization with national, state and district level missions/ programs/ initiatives to fulfil the promise of all round development to its citizens. Kakinada Smart City Mission Document 2022 is a small but critical step in this direction.

## **2.2. Background:**

The coastal city of Kakinada is one of the fastest urbanizing cities in Andhra Pradesh and thus needs a long-term guiding strategy that delivers the city aspirations and vision.

Kakinada is situated on 16.015<sup>0</sup> North Latitude and 82.015<sup>0</sup> East Longitude. It is 545 miles south of Kolkata and 400 miles North of Chennai on the coast of Bay of Bengal with its nearest major Urban centers Vijayawada at 350 Km on South and Visakhapatnam at 155 Km towards North. It is connected by a branch railway line from Samalkot Main Railway line.

Kakinada enjoys key geographic and strategic location in Andhra Pradesh and is well connected not only by road and rail but also via water as Kakinada Port located on the shore is one among the intermediate port of the state. It is the district Headquarters for a long time and in the central point on which all communications of East Godavari district converge.

Some of the key challenges faced by the city include: 1). Traffic congestion and absence of public transport; 2). Significant proportion of workforce is unskilled; 3). Lack of 100% coverage of underground drainage and storm water drainage and shortage of landfill sites leading to waste management challenges; 4). More than 40% of the population lives in slums leading to challenges across areas like housing, revenue, water supply, power supply, literacy etc.; 5). The city is also vulnerable to cyclone and floods risk; 6). The city also faces economic challenge from other two regions i.e. Visakhapatnam (port city) and Krishnapatnam port and 7). The city also faces poor regional connectivity with Rajahmundry airport located 60 kms away from the city.

Increased climate change vulnerability is observed in Kakinada over the past few years. These changing climatic conditions, in tandem with the expanding urban area, are increasing the demand for reliable water resources, effective wastewater collection and treatment, and improved urban drainage.

The coverage of the piped-water supply system is available for the entire city (after the completion of ongoing AMRUT Project). However, the piped-water supply system serves for citizens on intermittent supply only. Non-revenue water is estimated at approximately 40%, due to physical losses from faulty meters and leaks and unauthorized tapping's etc.

Despite population density and high pollution levels in received water, there is neither a piped sewerage system nor a centralized wastewater treatment plant in Kakinada. Sanitation provision consists of septic tanks draining largely to the roadside drains, and latrines of varying designs.

Environmental impacts are consequently high, with pollution of watercourses and groundwater. There are high biochemical oxygen demand levels in major creeks/ Canals in the city about 200 tons per day of domestic solid wastes are collected by the KMC; however, large amounts are disposed in drains and canals.

This causes not only degradation of environment and public health, but also increases flood damages due to reduction of drainage capacity. More than 60% of the waste is organic waste, followed by plastics (15%) and paper (7%). There is one existing dump site without appropriate treatment. During the wet season, floods are caused mainly by the lack of maintenance of canals and drains, as well as lack of pumping stations to bail out water from low laying areas. The road network is largely uncongested except the city Centre area. Motorcycles, public transport vehicles, and delivery Trucks Park on the streets, narrowing roads, and thus, causing congestion.

The city is located in a high potential industrial zone and the recent initiatives such as development and subsequent implementation of the Master Plan and Zonal Development Plans for the Visakhapatnam-Kakinada Petroleum Chemical Petrochemical Investment Region (VK PCPIR) would thrive Kakinada one the most significant urban hubs on the east Godavari region.

The city has proposed a total estimated investment of over INR 1993 Crore for Area Based Development and Pan City Development with significant investment in water supply, housing, urban mobility and transport projects. A total of 69 projects have been identified in the ABD and Pan City region.

With a credit rating of BBB and a task of delivering investment of over INR 1993 Crore; Kakinada needs to have a focused guiding charter that provides direction for developing project implementation and delivery strategies that are tangible/ intangible in nature. The infrastructure development proposed in the Smart city proposal (SCP) may suffice only for the immediate population of the city and for the selected area. Poising as development node, the transport, housing, tourism and other relevant infrastructure may have to be augmented considering potential economic and urban growth scenarios.

KSCCL tasked with a significant budget for multi-sector investments over short term needs to have a guiding document that focuses across sectors and across functions. KSCCL is proposing to prepare Kakinada Smart City Mission Document 2022, which will focus on objectives to be achieved by 2022. The mission document shall enable KSCCL to devise strategies for project delivery and achieve the smart city vision and goals.

Some of the objectives that would be crucial in short term (5 years of mission document till 2022) include establishing a stable organizational structure, improvement in basic services (water, sanitation, transport, electrification, health care, education, waste management, civic services, safety and security), improvement in socio-economic conditions of citizens, improvement in lives of the poorest of the poor, resilience to natural disaster/ calamity, improvement in citizen awareness and improvement in public participation, enhance transparency in service delivery etc.

The mission document shall act as a guiding framework for aligning the smart city investment plans with city aspirations. The mission document shall work as a charter for both the administration and



the citizens to align themselves to the vision of smart city. The mission document shall facilitate development of strategies so as to direct the city growth towards its vision of “Transform Kakinada from Pensioner’s Paradise to Economic Destination”.

The mission document shall also assess the East Godavari District & GUDA region in terms of economical and infrastructure linkages and review the infrastructure & investment profile of the East Godavari District & GUDA region with regard to education, health, housing, energy, transport, water supply, sanitation, waste water management, solid waste management, and other basic services. National, state, district and city level missions/programs/initiatives are duly reviewed and proposals to be incorporated in the district level resolution document & GUDA region strategic development document. The mission document shall also focus on stakeholder consultations for identifying potential projects & partners. The document shall focus on strategies and investment plans to be implemented in short, medium, long-term basis; and provide support and capacity building in project structuring and implementation.

### **2.3. Scope of Work**

Objective of the study is to develop and draft the mission document for Kakinada Smart City. This mission document shall be designed for a short term of 5 years spanning till 2022 and act as a guiding framework for aligning the smart city investment plans with city aspirations. The mission document shall facilitate in revision and/or identification of new projects in the Smart City project portfolio to realize the vision of “*Transform Kakinada from Pensioners’ Paradise to Economic Destination*”.

The study shall help in revalidating the smart city proposal and discover gaps if any that may need to be addressed for delivering the projects identified in the SCP. The study shall also help bring further cohesion between various administrative entities in the city i.e. GUDA, Kakinada Municipal Corporation, Kakinada Smart City Corporation Ltd., 3 Municipalities and Nagar Panchayat and facilitate in developing prioritization of investment plan.

The mission document shall aim to update the financial plan to deliver various projects in the ABD and Pan City region in an inclusive format i.e. it shall operate on a framework across sectors of investment in both the region (ABD and Pan City). Given the fact that the investment plan aims to deliver identified projects by 2022 the mission document needs to provide with focused guidance that helps in project implementation, project prioritization, course correction, stakeholder buy-in, cost and resource efficiency, administrative efficiency etc. A detailed study for developing mission document therefore include following tasks:

#### **1. Review of the Smart City Proposal**

- i. The consultant shall review the smart city proposal for its various components with emphasis on the financial plan. This would be an As-Is assessment review.
- ii. The consultant shall identify areas within the SCP and the financial plan of SCP (including revenue assumptions, funding sources, project prioritization, phasing plan) that may need revalidation through stakeholder interactions (need based revalidation of the project portfolio)

- iii. The consultant shall review national state, district and city level missions/programs/initiatives and identify potential projects to be taken up under convergence.

## **2. Best Practices in Kakinada and its lessons (for identification of new projects)**

- i. Ministry of Urban Development (Gol) has brought out the best practices case studies document under the Smart Cities Mission where Kakinada has contributed 3 success stories. The consultant shall bring out such other case studies that may be further showcased as a part of stakeholder awareness exercise and may be used to benchmark projects under the SCP. KSCCL shall provide with relevant data that may be required for the study and support the consultant for sourcing data from government agencies that may be required from development of these case studies.
- ii. Compile lessons that may be learnt from these successful case studies in form of cost and resource efficiency, time efficiency, administrative efficiency, procurement etc. The number of case studies depends on the cases that may be relevant with Kakinada Smart City Proposal and recognized projects by relevant agencies/ authorities

## **3. Stakeholder interaction and consultations**

- i. The consultant shall conduct stakeholder workshops/ meetings/ interaction to identify additional projects in the smart city portfolio which shall be the need based assessment
- ii. The stakeholder interactions shall also be aimed at sensitization and creation of awareness of the size and scale of projects being implemented, future initiatives, transparency and accountability of the authority etc. The consultant shall seek inputs through various consultations for drafting mission statements for various sectors in the SCP keeping target of 2022 in focus.
- iii. Stakeholders may include think tanks, citizens, NGO, academia, administrative agencies etc. and the consultant include others as may be necessary.
- iv. The consultant shall provide with a clear plan of consultations that may be required before commencement of the exercise for the consultation at different levels (ward, community, government stakeholder, other stakeholders). Total number of consultations shall be limited to 10.
- v. The consultant shall take up consultation meetings with intellectuals, students, resident welfare association, tax payers associations, slum level federation, NGO's, Mahila Mandali, Chamber of Commerce, Youth Associations, etc. & identify the shelf of projects to be taken up under Kakinada Smart City Mission Document in phased manner (2017-2022)

### **Output of 1, 2 & 3:**

- a) Appraisal of the Smart City Proposal / national, state, district and city level missions/ programs/ initiatives so far including Gap identification and revision within the project portfolio that may be required based on need assessment.
- b) Benchmarking for SCP project sectors and developing KPIs to measure the success/ impact.
- c) The consultant shall submit the following documents:

1. Report on stakeholder consultation
2. East Godavari District level resolution document 2022 (draft)
3. GUDA region strategic development document 2022 (draft)
4. Kakinada Smart City Mission Document 2022 (draft)
5. Shelf of projects

**4. Review and updating the capital investment plan and funding mechanism/ financing source for East Godavari District; GUDA region and Kakinada Smart City ABD and Pan City project portfolio**

- i. The consultant shall review and update the capital investment plan for East Godavari District; GUDA region and Kakinada smart city project based on a consultative and need based approach as per the scope under point 3 above.
- ii. The consultant shall identify various potential funding/ financing sources for the new projects that may be identified and recommend innovative and self-sustainable financing mechanism over the project life cycle
- iii. Suggest procurement strategy for new projects and conduct a project prioritization exercise to update the implementation plan
- iv. The consultant shall provide with areas of updating / revision in the financial plan based on the review exercise conducted
- v. The consultant shall recommend updating/ modification in the implementation schedule and support in preparing Gantt/ PERT charts for project interdependencies that shall help the senior officials of District Collectorate/ GUDA/ KSCCL to track and monitor the implementation progress

**5. Drafting East Godavari District level resolution document 2022 (final); GUDA region strategic development document 2022 (final) & Kakinada Smart City Mission Document 2022 (final)**

- i. The consultant shall draft the final Kakinada Smart City mission statement/ GUDA region strategic development statement / East Godavari District level resolution for short term aligned with the proposed financial plan in the Smart City Proposal/ GUDA / District Level till 2022
- ii. The mission strategy shall provide with revised financial plan and related components including phasing plan, financing plan across sectors and project development aspects for resource and cost efficiency, risks and risk mitigation areas etc.

**6. Output of 4 & 5:**

- a) Revised Smart City Proposal project portfolio/ shelf of projects in GUDA/ District level with identification of funding sources and developing an implementation schedule.
- b) Developing mission document for the updated Smart City Plan/ GUDA/ District level covering all the proposed sectors of development.
- c) The consultant shall submit the following documents:
  1. East Godavari District level resolution document 2022 (final)
  2. GUDA region strategic development document 2022 (final)

3. Kakinada Smart City Mission Document 2022 (final)
4. Report on funding requirements and investment collaborations

**7. The consultants are expected to carry out following specific tasks.**

Sl. No.	Scope of Work	Tasks
1	Review of national, state, district and city level missions/ programs/ initiatives	<ul style="list-style-type: none"> <li>• East Godavari District level resolution document 2022</li> <li>• GUDA region strategic development document 2022</li> <li>• Kakinada Smart City Mission Document 2022</li> </ul>
2	Stakeholder consultations	<ul style="list-style-type: none"> <li>• Consultations with all district level departments</li> <li>• Consultations with intellectuals, and students of schools &amp; colleges</li> <li>• Online consultations with citizens through Facebook, twitter, website, etc.</li> </ul>
3	Project shelf	<ul style="list-style-type: none"> <li>• Pipeline of projects with funding requirements and investment collaborations</li> <li>• Creation of awareness among citizens about the benefit of Smart City Mission &amp; GUDA regional development</li> </ul>

**8. Team Composition:**

Sl. No.	Expert or position	Input Man Months	Qualification & Experience
1	Urban Development Specialist	3-man months	1. Urban planner/ engineer with 15 years of experience in urban development sector
2	Infrastructure Specialist	3-man months	Civil engineer with 15 years of experience in infrastructure development
3	Finance / PPP Specialist	3-man months	MBA (Finance) with 10 years of experience in project structuring

**Note:**

1. The above specialists shall be stationed at Kakinada during the project duration period.
2. KSCCL will not provide any office space, accommodation and transportation during their stay in Kakinada.

## SECTION 3. INSTRUCTIONS TO BIDDERS

### 3.1. Introduction

- 3.1.1. The KSCCL named in the Data Sheet will select an organization in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of Consulting Agency shall be on the basis of an evaluation by KSCCL through the selection process specified in this RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that the KSCCL is not bound to provide explanation or justification for any aspect of the Selection Process and that KSCCL's decisions are final without any right of appeal whatsoever.
- 3.1.2. The Applicants are invited to submit Technical and Financial Proposals (collectively called as —the Proposal), as specified in the Data Sheet, for the services required for the Assignment. The Proposal will form the basis for grant of work order to the selected Consulting Agency. The Consulting Agency shall carry out the assignment in accordance with the Terms of Reference of RFP (the "TOR").
- 3.1.3. The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- 3.1.4. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KSCCL or any other costs incurred in connection with or relating to its Proposal. The KSCCL is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
- 3.1.5. KSCCL requires that the Applicant hold KSCCL 's interests 'paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of KSCCL and the Project.
- 3.1.6. It is the KSCCL 's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the KSCCL:
- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question;
  - (ii) will declare an Applicant ineligible, for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

3.1.7. Termination of Assignment: KSCCL will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the KSCCL will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the KSCCL, the KSCCL will forfeit the performance guarantee of the Applicant.

3.1.8. The Applicant shall submit his proposal through online [www.apeprocurement.gov.in](http://www.apeprocurement.gov.in) and also Physical submission in three covers containing details of EMD, Technical Proposal and Financial Proposal respectively.

3.1.9. Number of Proposals: No Applicant shall submit more than one Application.

3.1.10. Right to reject any or all Proposals:

- (i) Notwithstanding anything contained in this RFP, the KSCCL 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.
- (ii) Without prejudice to the generality of above, the KSCCL reserves the right to reject any Proposal if:
  - a) At any time, a material misrepresentation is made or discovered, or
  - b) The Applicant does not provide, within the time specified by the KSCCL, the supplemental information sought by the KSCCL for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the KSCCL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the KSCCL, including annulment of the Selection Process.

3.1.11. Acknowledgement by Applicant

- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
  - a) made a complete and careful examination of the RFP;
  - b) received all relevant information requested from the KSCCL;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the KSCCL;
  - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e) acknowledged that it does not have a Conflict of Interest; and

f) agreed to be bound by the undertaking provided by it under and in terms hereof.

(ii) The KSCCL and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant 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 KSCCL and/ or its consultant.

### **3.2. Clarification and amendment of RFP documents**

Applicants may seek clarification on this RFP document, till the date and time specified in the Key Dates. Any request for clarifications must be sent by e-mail [smartcityofficekkd@gmail.com](mailto:smartcityofficekkd@gmail.com), to the KSCCL.

The KSCCL will endeavor to respond to the queries prior to the Proposal Due Date. The KSCCL will post prebid queries & replies on website: [www.apecurement.gov.in](http://www.apecurement.gov.in)

3.2.1. At any time before the submission of Proposals, the KSCCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the website [www.apecurement.gov.in](http://www.apecurement.gov.in). In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the KSCCL may at its discretion extend the Proposal Due Date.

3.2.2. Date of Pre-Bid Meeting and venue is mentioned in Key Dates. Applicants willing to attend the pre-bid should inform KSCCL beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

### **3.3. EMD/ Bid Security**

3.3.1. EMD/Bid security in form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of Kakinada Smart city corporation Ltd, Kakinada, payable at Kakinada for the sum of Rs 5,00,000/- (Rupees Five Lakhs Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format appended at Annexure - M

3.3.2. The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —“EMD– [name of assignment]” and—“Not to be opened except in the presence of evaluation committee”. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

3.3.3. KSCCL will not be liable to pay any interest on EMD. EMD of unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by KSCCL. The Selected Applicant 's Earnest Money shall be returned, without any interest upon the Applicant



accepting the work order and furnishing the Performance guarantee in accordance with provision of the RFP and work order.

3.3.4. KSCCL will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to KSCCL in regard to the RFP without prejudice to KSCCL 's any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order);
- (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance guarantee within the specified time limit, or
- (iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to KSCCL.

3.3.5. Performance guarantee equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP/ work order.

3.3.6. For the successful bidder the Performance guarantee shall be retained by KSCCL until the completion of the assignment by the Applicant and be released within 60 (Sixty) days after the completion of the assignment.

3.3.7. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

3.3.8. An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach.

### **3.4. Preparation of proposal**

3.4.1. Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The KSCCL will evaluate only those Proposals that are received in the specified forms and complete in all respects.

3.4.2. In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document.

3.4.3. The technical proposal should provide the documents as prescribed in this RFP. Information related to financial proposal should be provided in the technical proposal.

3.4.4. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, KSCCL will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

3.4.5. The Proposals must be duly signed by the Authorized Representative (the —Authorized Representative) as detailed below:

(i) by the proprietor in case of a proprietary firm;

(ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

3.4.6. Applicants should note the Proposal Due Date, as specified in the bidding schedule, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the KSCCL, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the KSCCL reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.

3.4.7. Each Proposal shall comprise the following:

#### **A. ENVELOPE – 1: Bid Processing Fee**

Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft in favour of Kakinada Smart city corporation Ltd, Kakinada payable at Kakinada, issued by any Scheduled Bank in India

## **ENVELOPE – 2: Earnest Money Deposit (EMD)/Bid Security**

Earnest Money Deposit in accordance with Clause Error! Reference source not found.

### **B. ENVELOPE – 3: Technical Proposal**

1. Covering Letter as set out in Appendix - A
2. Power of Attorney as per Appendix - C, authorizing the signatory of the Proposal to commit the Bidder.
3. Details of the Bidder in the format set out in Appendix - B
4. Project data Sheets in the format set out in Appendix - D
5. Curriculum Vitae of persons who would be working on the Assignment as per format given Appendix - J
6. Approach and Methodology as per Appendix - E
7. Checklist of the documents in the format given in Appendix – M

### **C. Financial Proposal**

The Financial Proposal of the Bidder shall be prepared and submitted in accordance with 3.4.8. Soft copies (Scanned copies in PDF format) of the Financial proposal in the format as set out in Appendix - G shall be submitted through online [www.apecurement.gov.in](http://www.apecurement.gov.in) only. Physical submission of Financial Proposal shall not be submitted.

- 3.4.8. **Financial proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum. Proposal inclusive of all the costs including all taxes, direct or indirect expenses associated with the assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:
- i. All the costs associated with the Assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes including GST etc., shall be deemed to be included in the Financial Proposal. Further, all payments shall be subjected to standard deductions as applicable. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 3.4.9. Applicants shall quote their price in Indian Rupees only.

### **3.5. Submission, receipt and opening of proposals**

- 3.5.1. Soft copies (Scanned copies in PDF format) of Technical & Financial proposals shall be submitted online [www.apecurement.gov.in](http://www.apecurement.gov.in). as per the schedule mentioned at Key Dates. In addition, the bidder shall seal the envelopes as described under 3.4.7 in one single envelope, duly marking each envelope with heading under 3.4.7.
- 3.5.2. The bidder shall prepare (1) one original and (1) duplicate copy of the Technical Proposal, clearly marked "ORIGINAL" and "DUPLICATE" respectively. In the event of any discrepancy between the original and the duplicate, the original shall prevail.
- 3.5.3. The Proposal, both the original and the duplicate shall be typed or written in indelible ink and each page shall be numbered and initialed by an authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initiated by the person(s) signing the Proposal.
- 3.5.4. Each of the envelopes, both outer and inner, must be super scribed with the following information:
  - a) Title of the Envelope with "ORIGINAL" or "DUPLICATE"
  - b) Title of the Assignment "Appointment of Consultant for preparation of Kakinada Smart City Mission Document 2022"
  - c) Name and Address of Bidder:
  - d) Contact person and phone numbers:
  - e) All envelopes shall be addressed to: Managing Director, Kakinada Smart city corporation Ltd. D. No.-2-33-10, Peketivari Street, Perraju Peta, Kakinada, Andhra Pradesh State, INDIA, PIN 533001 Email: smartcityofficekcd@gmail.com.
- 3.5.5. If the envelope is not sealed and marked as instructed above, KSCCL assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of KSCCL, be rejected.
- 3.5.6. The Authorized Representative of the Applicant should authenticate EMD Details, Technical and Financial proposal using digital signatures. The Authorized Representative 's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 3.5.7. The Applicant shall submit its proposal in four covers containing details of EMD/Bid Security, Technical Proposal and Financial Proposal respectively bound by single outer envelope.
- 3.5.8. No proposal shall be accepted after the closing time for submission online and Physical.
- 3.5.9. After the deadline for submission of proposals the Technical Proposal shall be downloaded from online to evaluate whether the Applicants meet the prescribed Qualification Criteria

followed by Technical evaluation for the Bidders who got qualified in Pre-qualification. The Financial Proposals shall be opened online for the Bidders who got qualified in prequalification & Technical evaluation.

- 3.5.10. After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the KSCCL on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the KSCCL during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant 's proposal.

### **3.6. Proposal Due Dates**

- 3.6.1. As per the Bidding schedule mention at Key Dates.
- 3.6.2. The **KSCCL** may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing a corrigendum /Addendum.

### **3.7. Opening of Proposals and Clarifications**

- 3.7.1. KSCCL would open the Bid Processing Fees, EMD and Technical Proposal envelopes of the Proposals on Due Date as mentioned in the Key Dates/schedule of Bidding Process for the purpose of evaluation. Financial proposal Submission of the shortlisted Bidders shall be opened online after intimation of the date, time and venue of such opening.
- 3.7.2. KSCCL reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP document.
- 3.7.3. To facilitate evaluation of Proposals, KSCCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

### **3.8. Evaluation**

- 3.8.1. The criteria of eligibility, qualification, evaluation and selection of Bidders are set out in Section
- 3.8.2. As part of the evaluation, the Technical Proposal Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 3.8.3. Technical Proposal Submission would be considered to be responsive if it meets the following conditions:
  - a) It is received / deemed to be received by the Proposal Due Date including any extension

thereof.

- b) It is signed, sealed and marked as stipulated in the RFP
- c) It contains all the information and documents along with the EMD as requested in the RFP.
- d) It contains information in formats specified in this RFP
- e) It mentions the validity period as set out in Clause 3.6
- f) It provides information in reasonable detail. ("Reasonable Detail "means that, but for minor deviations, the information can be reviewed and evaluated by KSCCL without communication with the Bidder). KSCCL reserves the right to determine whether the information has been provided in reasonable detail.
- g) There are no inconsistencies between the Proposal and the supporting documents.

3.8.4. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a) Which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b) Which limits in any substantial way, inconsistent with the RFP, KSCCL rights or the Bidder's obligations under the Agreement, or
- c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

3.8.5. The responsive Proposals shall be evaluated as per the criteria set out in Section 4

3.8.6. Quality and Cost Based Selection method shall be adopted for selection of Consultant for the Assignment, which has been fully described in Section 4 of this RFP document. The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder. KSCCL may accept the Proposal of the Preferred Bidder with or without negotiations.

3.8.7. In case there are two or more Bidders obtaining the highest Composite Score, KSCCL, may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of KSCCL.

3.8.8. KSCCL 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 respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

3.8.9. In the event of acceptance of the Proposal of the Preferred Bidder with or without

negotiations, KSCCL shall declare the Preferred Bidder as the Successful Bidder. KSCCL will communicate to the Successful Bidder through a Letter of Award (LoA).

3.8.10. The Successful Bidder (s) shall send acceptance to KSCCL with in a weeks' time from the issuance of LoA.

**3.9. Performance Guarantee:**

3.9.1. The Successful Bidder shall furnish a Performance guarantee equivalent to 5% of the Total Contract Amount in the form of Bank Guarantee as per the format provided at Appendix - L. The above performance guarantee can be liquidated by the authority i.e., KSCCL, stating that the amount claim is due by any of loss or damage cost to or suffered the authority by reason of any breach of any terms or conditions confined in the said agreement or by reasons of consultant failure to perform the said agreement. The decision of Managing Director, KSCCL, shall be final and binding in this regard.

3.9.2. Failure of the Successful Bidder to comply with the requirements of Clause 3.9 shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, KSCCL reserves the right to:

- a) Either invite the next best Bidder for negotiations; or
- b) Take any such measures as may be deemed fit in the sole discretion of KSCCL, including annulment of the bidding process. Notwithstanding anything contained in this RFP, KSCCL reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

**3.10. Pre- Bid Meeting**

3.10.1. KSCCL shall hold a pre-bid conference after uploading the RFP document as per schedule mentioned in this RFP. In this meeting, KSCCL would address the clarifications sought by the bidders with reference to the RFP and the Project. The bidders can submit their queries through e-mail only. Bidders are welcome to attend the pre-bid meeting, even if they do not have any specific queries. Only a maximum of 2 (two) representatives of one organization will be allowed to attend pre-bid conference.

3.10.2. KSCCL reserves the right not to respond to any / all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

## SECTION 4. BID DATA SHEET (BDS)

A. General	
1	The reference number of the Request for Proposal (RFP) is: KSCCL/Mission /2017/1 KSCCL is Kakinada Smart City Corporation Limited. The name of the RFP is "Appointment of Consultant for preparation of Kakinada Smart City Mission Document 2022"
2	All countries eligible for bidding
3	Electronic –Procurement System The following e procurement system will be used for bidding process. <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> The electronic-procurement system shall be used to manage the issuing of bid documents, submission and opening of bid documents including queries, issue of clarifications etc. following aspects of the Bidding process:
4	JV (Joint venture) is not allowed.
B. Contents of Bidding Document	
1	For Clarification of Bid purposes only, the KSCCL address is: Kakinada Smart City Corporation Limited D.No- 2-33-10, Peketivari street, Perraju peta, Kakinada- 533001, AP, India Web: <a href="http://www.kakinada.cdma.ap.gov.in">www.kakinada.cdma.ap.gov.in</a> Email: <a href="mailto:smartcityofficekcd@gmail.com">smartcityofficekcd@gmail.com</a>  Attention: Sri Sujay Arun J, CEO, KSCCL Email: <a href="mailto:jsujayarun@gmail.com">jsujayarun@gmail.com</a> M: 9989707957
2	A Pre-Bid meeting shall take place as per the Key Dates mentioned at Schedule of Bidding Process.
C. Preparation of Bids	
1	The transaction fee of this bid to be paid online to M/s. Vupadi Techno Services Pvt. Ltd. is s. 11,500.00 (Rupees Eleven Thousand Five Hundred only) including applicable taxes.
2	The Bid Processing fee payable by demand draft is Rs. 20,000.00 (Rupees Twenty Thousand Only) in favour of Kakinada Smart City Corporation Ltd, payable at Kakinada
3	The Bid validity period shall be 180 days from the due date of submission of the bid.
4	A Bid Security in the form of Bank Guarantee/Demand Draft for Rs 5,00,000/- (Rupees Five Lakhs only) required to be submitted along with the bid drawn in favour of Kakinada Smart City Corporation Ltd.



D. Submission and Opening of Bids	
1	<p>Address for Physical submission of Bids:</p> <p>Attention: The Managing Director  Kakinada Smart City Corporation Limited  D.No- 2-33-10, Peketivari street,  Perrajupeta, Kakinada- 533001, AP, India</p> <p>The deadline for Bid submission online and physical is as per Key Dates  Bidders are to submit the bids (Technical &amp; financial) electronically. The  electronic Bidding submission procedures shall be by e-procurement  portal of GoAP i.e., <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a>  After submission of the bid (Technical &amp; financial) electronically, the bidder  has to submit physical copies Envelop No 1, 2 &amp; 3 as mentioned at Clauses  3.4.7 A &amp; B</p>
2	Bid opening date and time shall be as per Key Dates
E. Evaluation, and Comparison of Bids	
1	Additional requirements apply. These are detailed in the evaluation criteria in Section IV, Eligibility Criteria and Proposal Evaluation.



## **SECTION 5: ELIGIBILITY CRITERIA AND PROPOSAL EVALUATION**

### **4.1. Eligibility Criteria**

- 4.1.1. The Advisory firm / companies which fulfill the following qualification criteria shall be considered eligible consultant.
- 4.1.2. Financial Capacity: Minimum average annual turnover of Rs. **500 Crore** for the last five years. Audited Balance sheets certified by a Chartered Accountant shall be attached as proof. Organizational Strength: Bidder should have at least 500 people on organization's payroll as on 30th September 2017.
- 4.1.3. Number of Years in Business: organization should be operating in the business of advisory and investment promotion for a minimum of ten years.
- 4.1.4. Relevant Experience: Minimum Relevant experience for qualification should be in accordance with clause 4.2.8 Eligibility Criteria.
- 4.1.5. All the above qualification should be supported by the relevant documents, failure on which, the Bidder will deemed to be in-eligible.

### **4.2. Technical Evaluation**

- 4.2.1. Technical proposal submission of the Proposal would first be checked for responsiveness with the requirements of the RFP.
- 4.2.2. In case the Proposal is found to be responsive, the Technical Proposal would be evaluated.
- 4.2.3. The Technical Proposal would be evaluated on the various aspects set out in Clause 4.2.6. As part of the evaluation, KSCCL may also request the Bidder to submit clarifications.
- 4.2.4. Bidders found to be eligible as per eligibility criteria defined in section 4.1 would be called for delivering Technical Presentation.
- 4.2.5. Eligible bidders are expected to adhere to the guidelines for presentation as laid in Appendix- F.
- 4.2.6. The Financial Proposal shall be opened for evaluation of those bidders who achieve a minimum score of 70 marks out of total 100. The evaluation of the Financial Proposal Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. KSCCL reserves the right to reject the Proposal of a Bidder without opening the Financial Proposal if, in its opinion, the contents of Technical Proposal are not substantially responsive with the requirements of this RFP.

4.2.7. Financial Proposal shall be opened online, in the presence of Tender evaluation committee. All the Bidders will be informed the date, Time & Venue.

**4.2.8. Scoring Methodology:**

The total maximum point for evaluation of Technical Proposal is 100 marks. This score shall be based on an assessment of the Technical Proposal of the Bidder. The Technical Proposal for each Proposal submitted by the Bidder would be assessed through rating of various parameters set out in the table below:

<b>Eligibility Criteria</b>		
<b>Basic Requirement</b>	<b>Specific Requirement</b>	<b>Documents Required</b>
Financial Capacity	Minimum average annual turnover of Rs. 500 crore for the last three years. Audited Balance sheet shall be attached as proof.	Certificate from statutory auditor and audited financial statements for the three previous financial years.  FORM – Appendix - I
Organization Strength	Bidder should have at least 500 people on the organization’s payroll as on 30th September 2017	Self-Certification
No. of Years in Business	Organization should be operating in the business of advisory and investment promotion for a minimum of 10 (ten) years.	Copy of the Certificate of Incorporation.
Minimum Relevant Experience	Bidder should have experience of at least Five completed projects of contract value more than Rs 50 Lakhs each involving Smart City Proposal preparation for Central Government/ State Government/ ULB,s/ Smart City Corporations in India in the last 2 years	Copies of completion certificates obtained from clients shall be enclosed in support.
	Bidder should have experience in preparing at least two mission documents in the areas of Primary Sector, Social Empowerment, Knowledge and Skill Development, Urban Development, Industry Sector, Infrastructure and Service Sector of value more than Rs 50 lakh each in the last 2 years in India.	Copies of completion certificates obtained from clients shall be enclosed in support.
Blacklisted or Debarred	The Bidder should not have been blacklisted as on bid submission date.	FORM – Appendix - N

The Bidder shall be selected on the basis of Quality and Cost Based System (QCBS), whereby technical proposal will be allotted weight age of 70% and financial proposal will be allotted weight age of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria. If the number of prequalified applicants is less than 2 (two), KSCCL may at its sole discretion prequalify the next Applicant whose technical score is less than 70%, the minimum prescribed, so that at least two applicants compete for the assignment.

The Financial Proposals shall be given scores as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration.}$

1. Fm: Lowest Financial Proposal.

2. Sf: Financial Score

- For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying proposal.

- The Composite Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Composite Score} = (Te \times 0.7) + (Sf \times 0.3)$

Te : Technical score.

- The Applicants will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1 and shall be declared as the "Selected Consultant"

<b>Technical Evaluation</b>		
Sr. No.	Parameters	Max Marks
<b>A</b>	<b>PROJECT EXPERIENCE ( Form Appendix – D)</b>	<b>50</b>
A1	<p>Experience in at least Two completed projects of contract value more than Rs 50 Lakhs each involving Smart City Proposal preparation for Central Government/ State Government/ ULB,s/ Smart City Corporations in India in the last 2 years</p> <p>2 Projects – 10Marks</p> <p>4 Projects – 20 Marks</p> <p>Above 4 Projects – 25 Marks</p>	25
A2	<p>Experience in preparing at least two mission documents in the areas of Primary Sector, Social Empowerment, Knowledge and Skill Development, Urban Development, Industry Sector, Infrastructure and Service Sector of value more than Rs 50 lakh each in the last 2 years in India.</p> <p>2 Projects – 10 marks</p> <p>4 Projects – 20 marks</p> <p>Above 4 Projects – 25 marks</p>	25
<b>B</b>	<b>KEY PERSONNEL (FORM – J)</b>	<b>35</b>
B1	<p>Project Leader / Urban Development Specialist (Qualification, Projects/experience, Relevant skills)</p> <p>Education: M.Tech. / M.Plan. (Urban Planning)– 4 Marks</p> <p>Years of work Experience: 15 Years and above – 5 marks</p> <p>Relevant project experience – 6 marks</p>	15
B2	<p>Infrastructure Specialist (Qualification, Projects/experience, Relevant skills)</p> <p>Education: B.Tech./B.E. and MBA/PGDBA equivalent – 3 Marks</p> <p>Years of work Experience: 15 Years and above – 3 marks</p>	10

	Relevant project experience – 4 marks	
B3	Investment Finance/ PPP Expert (Qualification, Projects/experience, Relevant skills) Education: B.Tech./B.E. and MBA/PGDBA equivalent – 3 Marks Years of work Experience: 10 Years and above – 3 marks Relevant project experience – 4 marks	10
C	APPROACH, METHODOLOGY & TECHNICAL PROPOSAL PRESENTATION	10
D	STAFFING SCHEDULE	5
	TOTAL MARKS	100

### Notes

1. The consultant shall not change any person whose Curriculum Vitae (CV) has been submitted, without prior permission of KSCCL. KSCCL expects all the Key Personnel to be available during Implementation of the Agreement.
2. Penalties will be levied on the bidder in the event of more than 80% of the resources are replaced during the course of the engagement (Deduction in payment would be done if the consultant cannot replace the gap within a week's time)
3. Copies of Experience certificates obtained from clients shall be submitted, failing which, the Bid will be rejected.

#### 4.3. Project Duration

Duration of the assignment would be for a period of 12 weeks, starting from the date of signing of the contract (T<sub>0</sub>)

The project duration may be extendable for further three months.

#### 4.4. Payment Schedule

Duration	Key Deliverable	Stage Payment
T <sub>0</sub> +3 weeks	1. Report on stakeholder consultation	20%
T <sub>0</sub> +6 weeks	2. Report on shelf of projects for East Godavari District/ GUDA/ Kakinada Smart City	20%
T <sub>0</sub> +8 weeks	3. Kakinada Smart City Mission Document 2022	20%
T <sub>0</sub> +10 weeks	4. GUDA region strategic development document 2022	20%
T <sub>0</sub> +12 weeks	5. East Godavari District level resolution document 2022	20%

**Notes**

1. The payment as per the above schedule shall be made to the selected bidder on submission of deliverables as defined above
2. Completion of the project would be assessed on completion of all agreed milestones related to the Scope of Work.



## SECTION 6. APPENDIX

### 6.1 Appendix A: Covering Letter

(On the Letter Head of the Bidder)

Date :

To,

Ref:- Appointment of Consultant for preparation of Kakinada Smart City Mission Document 2022

Dear Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of Bidder) for the captioned Project in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 1 days from the due date for submission of Bids

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us. We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder) Duly signed by the Authorized Signatory of the Bidder (Name, Title and Address of the Authorized Signatory)

## 6.2 Appendix B: Details of Bidder

(On the Letter Head of the Bidder)

(a) Name of Bidder

(b) Address of the office (s)

(c) Date of incorporation and / or commencement of business

1. Details of individual (s) who will serve as the point of contact / communication for KSCCL with the Bidder.

- |       |                  |
|-------|------------------|
| ( a ) | Name             |
| ( b ) | Designation      |
| ( c ) | Company / Firm   |
| ( d ) | Address          |
| ( e ) | Telephone Number |
| ( f ) | E-mail address   |
| ( g ) | Fax Number       |
| ( h ) | Mobile Number    |

**6.3 Appendix C POWER OF ATTORNEY  
(On Stamp paper of relevant value)**

Know all men by these presents,

We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms

..... (name and residential address) who is presently employed with us and holding the position of .....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Appointment of Consultant for preparation of Kakinada Smart City Mission Document 2022" including signing and submission of all documents and providing information / responses to "KSCCL Name" in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the .....Day of ..... [YEAR]

For .....

(Name and designation of the Person (s) Signing on behalf of the Bidder)

Accepted

(Signature).....

(Name, Title and Address of the Attorney) Date:

Note:

1. To execute only if the Bidder is a Company or Partnership firm
2. The mode of execution of 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. Copy of such document should be submitted along with the Power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and document, such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**6.4 Appendix D: Format for Project Data Sheet Name of the Firm**

Project Name		Country
Project Location Within Country:		Professional Staff Provided by the Firm:
Nature of Client		No. of Staff:  No. of Person Months:
Start Date (Month/Year)	Completion Date (Month / Year)	Approx Value of Services (in INR)
Name of Senior Staff Involved (Project Director, Team Leader) involved and Functions Performed:		
Description of the Project:		
Description of Actual Services provided:		

## 6.5 Appendix E Approach and Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

**(a) Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. The methodology should clearly define the strategy and action plan to achieve the desired output.

**(b) Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the KSCCL), of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

**(c) Organization and Staffing:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff. They key personnel having relevant proper experience in doing such like jobs will be given weightage.

## **6.6 Appendix F: Guidelines for Technical Presentation**

Technical presentation in proposal should comprise following sections:

- a) Approach and Methodology – Tools and framework proposed, content development, ensuring participation.
- b) Work Plan - This section should comprise the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), of the reports.
- c) Team Structure – Team Leader & Proposed Consultants' Experience

## 6.7 Appendix G : Format for Financial Proposal

(On the letterhead of the Bidder) to be submitted ONLINE

Date:

To  
The Managing Director  
Kakinada Smart City Corporation Ltd.,  
D. No.-2-33-10, Peketivari Street,  
Perraju Peta, Kakinada, Andhra Pradesh State  
INDIA, PIN 533001

**Ref:-**Appointment of Consultant for preparation of Kakinada Smart City Mission Document  
2022

Sir,

We hereby submit our Financial Proposal of Rs. ....

(Rupees ..... Only) to KSCCL for

undertaking the Assignment in accordance with the Bidding Documents and contents of the RFP. We also undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

..... (Name of the Bidder)

.....(Signature of Authorized Signatory)

.....(Name and designation of the Authorized  
Person)

Note :

1. The Financial Proposal is inclusive of out-pocket expenses incurred by the bidder towards travel, documentation and communication.
2. The Financial Proposal shall be inclusive of all applicable Taxes like GST etc.,
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.



## 6.8 Appendix H : Performance Guarantee Format

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

1. In consideration of the Kakinada Smart City Corporation Limited, (hereinafter called 'KSCCL') having agreed to M/s Firm name with address (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ made between KSCCL and M/s Firm name for the **Name of work** (hereinafter called 'the said contract') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of M/s Firm name, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by KSCCL.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the KSCCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We undertake to pay to the KSCCL any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KSCCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.
5. We, Bank name with address, further agree with the KSCCL that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Successful bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Council against the said Successful bidder(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and

we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of the KSCCL or any indulgence be the KSCCL to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the KSCCL in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand to be made by the KSCCL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Indicate name of Bank)

### 5.9 Appendix I : Financial Capacity of the Bidder

Bidder	Turnover			Average Annual Turnover
	2014-15	2015-16	2016-17	

Name & address of Bidder's Bankers:

1. The Bidder should provide details of its own Financial Capacity
2. For conversion of US Dollars to Indian Rupees, the rate of conversion shall be Indian Rupees 62 (Sixty-two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date of 67 (sixty-seven) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date. The financial statement shall:
  - a) reflect the financial situation of the Bidder be audited by a Statutory auditor
  - b) be complete, including all notes to the financial statements; and
  - c) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the Proposal Due Date, Year 2 shall be the year immediately preceding Year 1 and so on.

## 6.10 Appendix J : Curriculum vitae of the Proposed Staff

1. Proposed Position [only one candidate shall be nominated for each position]
2. Name of Firm [Insert name of the firm proposing the staff]:
3. Name of Staff [Insert full name]:
4. Date of Birth
5. Nationality:
6. Education [Indicate college / university and other specialized education of staff member, giving names of institutions, degree obtained, and dates of obtainment]:
7. Countries of Work Experience: [List countries where staff has worked in the last five years]:
8. Languages [For each language indicate proficiency, good, fair, or poor in speaking, reading and writing]:
9. Employment Record [starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held]: From [Year]: To [Year]

Employer:

Position held:

10. Detailed Tasks Assigned:

Work Undertaken that Best Illustrates
Capability to Handle the Tasks Assigned
[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks list]
Name of assignment or project
Year:
Location:
Client:
Main Project features:
Position held:
Activities Performed

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the Staff] Day/ Month/ Year

Full name of authorized representative

### 6.11 Appendix K - Format for Pre-bid queries

Name of the Bidder: Address:

Telephone Nos.

Fax No.

Mobile No.

E-mail ID :

S.No.	Section No. Clause No. Paragraph/Bullet No.	Corresponding page no. in the RFP document	Particulars of the query / clarification	Remarks of KSCCL
1				
2				
3				
4				

Authorized Signatory Designation

The bidder should send the queries through official e-mail IDs only.

**6.12 Appendix L – EMD/Bid Security**

Bid Security (Bank Guarantee)  
(To be on Rs. 100/-non-judicial stamp paper)

.....Bank's Name, and Address of Issuing Branch or Office.....  
Beneficiary: ..... Name and Address of Employer.....  
Date: .....  
  
Bid Security No.: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] \_\_\_\_\_ (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project \_\_\_\_\_ **Name of the Project** \_\_\_\_\_ in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_ issued by Kakinada Smart City Corporation Limited (hereinafter referred to as KSCCL) and KSCCL considering such response to the RFP of \_\_\_\_\_ [*insert the name of the Bidder*] \_\_\_\_\_ as per the terms of the RFP, the \_\_\_\_\_ [*insert name & address of bank*] \_\_\_\_\_ hereby agrees unequivocally, irrevocably and unconditionally to pay to KSCCL at [Kakinada Smart City Corporation Limited, O/o Kakinada municipal corporation, cinema road, Kakinada -533001] forthwith on demand in writing from KSCCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ (words) only, on behalf of **M/s. \_\_\_\_\_ [*Insert name of the Bidder*].**

This guarantee shall be valid and binding on this Bank up to and including the Bid validity period mentioned at this RFP under Section 4, Bid Data Sheet (BDS) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until the Bid validity period mentioned at this RFP under Section 4, Bid Data Sheet (BDS). KSCCL shall be entitled to invoke this Guarantee till the Bid validity period mentioned at this RFP under Section 4, Bid Data Sheet (BDS)

The Guarantor Bank hereby agrees and acknowledges that the KSCCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by KSCCL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to KSCCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [*Insert name of the Bidder*] \_\_\_\_\_ and/or any other person. The Guarantor Bank shall not require KSCCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against KSCCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kakinada shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly KSCCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by KSCCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ the Bid validity period mentioned at this RFP under Section 4, Bid Data Sheet (BDS) with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if KSCCL serves upon us a written claim or demand.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

For \_\_\_\_\_  
[Insert Name of the Bank]  
Banker's Stamp with Full Address.  
Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_



### 6.13 Appendix M - Checklist for proposal submission

S.No.	Name of Document	Enclosed in Pre-Qualification Envelope (Yes/No)
1	Covering letter on the bidder's letter-head (Annexure -1)	
2	Bid Processing Fee	
3	EMD/ Bid Security	
4	Power of Attorney	
5	Bidder Profile	
6	Audited Balance Sheet 2014-15 2015-16 2016-17	
7	Profit and Loss Statement 2014-15 2015-16 2016-17	
8	Letter of Indemnification for not being blacklisted	
9	PAN Card details	
10	Service and Sales Tax, filed Returns of the Bidder	
11	Certificate of incorporation	
12	Firm's Experience (in the format given in Annexure D)	
13	Certificate of Organization strength	

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**6.14 Appendix N - Format for affidavit**

certifying that bidder/directors(s) are not blacklisted

FORMAT FOR AFFIDAVIT CERTIFYING THAT

BIDDER/DIRECTORS(S) ARE NOT BLACKLISTED

(On Rs.100/- Stamp Paper)

Affidavit

I M/s. .... (Sole Applicant), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on \_\_\_\_\_.

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

Dated this .....Day of ....., 201....

Name of the Applicant

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

Note:



[On a Non-judicial stamp paper of appropriate value]

This CONTRACT (hereinafter referred to as the “**Contract**”) is made at Kakinada on this the day of **October**, 2017

**by & between**

Kakinada Smart City Corporation Limited (KSCCL), hereinafter called “the Authority” having its registered/ principal office at Kakinada Smart City Corporation Limited, D.No- 2-33-10, Peketivari street, Perraju peta, Kakinada- 533001, AP, India duly represented by its Managing Director which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns of the one part

**and**

**M/s.** -----  
(hereinafter referred to as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the other part.

**WHEREAS**

- (a) The Authority has requested the Consultant to provide certain consultancy services as defined in this Contract (hereinafter referred to as the “**Services**”).
- (b) The Consultant, having represented to the Authority that it has the required professional skills, personnel, technical resources and expertise, has 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:
  - (1) The General Conditions of Contract;
  - (2) The Special Conditions of Contract;
  - (3) The following Appendices:
    - Appendix A: Services
    - Appendix B: Key Personnel of the Consultants
    - Appendix C: Performance Guarantee
- 2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Authority shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, both the parties KSCCL and the Consultant have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Contract as of \_\_\_\_\_ day of month October of 2017 here at Kakinada.

For and on behalf of the Authority "KSCCL"	For and on behalf of the Consultant M/s .....
Signature of the Managing Director	Signature of the Authorised person
Name :	Name :
Place : Kakinada	Place : Kakinada
Date :	Date :
In the presence of	In the presence of
Witness: .....	Witness: .....
Name: .....	Name: .....
Address: .....	Address: .....
.....	.....

## I. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions	<p>(a) Unless the context otherwise requires, the following terms &amp; expressions, whenever used in this Contract, shall have the following meanings hereinafter respectively ascribed to them:</p> <p>(b) “Applicable Law” shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law in India and or Andhra Pradesh shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Contract or thereafter.</p> <p>(c) “Authority” means “Kakinada Smart City Corporation Ltd (KSCCL).</p> <p>(d) “Consultant” shall mean and refer to M/s. ....that will provide the Services to the Authority under the Contract.</p> <p>(e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 hereto, that is General Conditions (GC), the Special Conditions (SC), and the Appendices, as of the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.</p> <p>(f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6;</p> <p>(g) (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(h) (f) “GC” means these General Conditions of Contract.</p> <p>(i) (g) “Government” means the Government of State of Andhra Pradesh.</p> <p>(j) (h) “Local Currency” means the Indian National Rupee.</p> <p>(k) (i) “Material Adverse Effect” means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract</p> <p>(l) (j) Not Used</p> <p>(m) (k) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(n) (l) “Performance Security” shall mean performance security to be furnished by Consultant by way of bank guarantee in terms of this Contract and Appendix C</p> <p>(o) (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.</p> <p>(p) (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p>
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	<p>(q) (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(r) (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(s) (q) "Total Fee" means the net fee payable to the Consultant as described in Clause SC 6.2.</p> <p>(t) "In writing," means communicated in written form with proof of receipt.</p>
<p>1.2 Law Governing Contract</p> <p>1.2.1 Relation between the Parties</p> <p>1.2.2 Language</p> <p>1.2.3 Heading</p>	<p><b>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</b></p> <p>Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant or Personnel. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> <p>This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. The headings shall not limit, alter or affect the meaning of this Contract.</p>
1.3 Notices	
1.3.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 SC.
1.3.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.3.3	Notice will be deemed to be effective as specified in the SC.
1.4 Location	The Services shall be performed at such locations as are specified in work order.
1.5 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Consultant may be taken or executed by the officials specified in the SC.
1.6 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay all such indirect taxes, duties, fees, and other impositions levied under the Applicable Law. The amount of which is deemed to have been included in the Contract Price.

<b>2. Commencement, Completion, Modification and Termination of Contract</b>	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Commencement of Services	The Consultant shall commence the Services as specified in the SC Clause 2.2.
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.4 Modifications or Variations	<p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, can only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>Any additional scope of work beyond scope of services mentioned in this agreement along with corresponding additional commercial terms shall be through a formal written communication between the parties.</p>
2.5 Force Majeure	
2.5.1 Definition	<p><b>(a)</b> For the purposes of this Contract, “Force Majeure” means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘<b>Affected Party</b>’) from performing its obligations under this Contract and which event or circumstance <b>(i)</b> is beyond the reasonable control and not arising out of the default of the Affected Party; <b>(ii)</b> the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and <b>(iii)</b> has a Material Adverse Effect on the subsistence of this Contract. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in Applicable Law</p> <p><b>(b)</b> Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to, both</p> <p>(A) take into account at the time of the conclusion of this Contract; and</p> <p>(B) avoid or overcome in the carrying out of its obligations hereunder.</p> <p><b>(c)</b> Force Majeure shall not include insufficiency of funds or personnel or</p>



	failure to make any payment required hereunder.
2.5.2 No Breach of Contract	The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than 2 (two) days from such event, about the occurrence of such an event.
2.5.3 Measures to be taken	<p><b>(a)</b> A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.</p> <p><b>(b)</b> A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p><b>(c)</b> The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p>
2.5.4 Extension of Time	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.
2.5.5 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to the payment accrued to it till date as per the payment schedule set forth as GC clause 6.3.
2.5.6 Consultation	Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Authority is not able to perform any of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
2.6 Termination	
2.6.1 By the Authority	<p>The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.6.1. In such an occurrence the Authority shall give, not less than thirty (30) days' written notice of termination in case of events referred to in (a) through (d), to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <p>(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes insolvent or bankrupt.</p> <p>(c) If the Consultant, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the</p>

	<p>Contract.</p> <p>(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) days.</p> <p>(e) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p>
2.6.2 By the Consultant	<p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:</p> <p>(a) If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within sixty (60) days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(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) days.</p> <p>(c) If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
2.6.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):</p> <p>(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;</p>
2.7 Suspension	<p>The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their 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) days after receipt by the Consultant of such notice of suspension.</p>
2.8 Cessation of Rights and obligations	<p><b>Cessation of Rights and Obligations</b></p> <p>Upon termination of this Contract pursuant to Clauses 2.6 or 2.7 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up till and including the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Applicable Law.</p>
<b>3. Obligations of the Consultant</b>	
3.1 General	
3.1.1 Standard of Performance	<p>The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the</p>

	Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.
3.1.2 Performance Guarantee	The Consultant shall as security for the due and faithful performance and discharge of all its obligations in terms of the provisions of this Contract, procure and furnish to the Authority a Performance Guarantee from a scheduled bank acceptable to the Authority for an amount equivalent to '...../- (Rupees ..... Only)', and the same shall remain valid for the period stated in the SC Clause 3.1.2. Such guarantee shall be in the form set forth in Appendix C hereto.
3.2 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Consultant's Actions Requiring Information to Authority	The Consultant shall inform the Authority in writing during undertaking any of the following actions: (a) entering into a subcontract with the Sub-Contractors for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix B, and (c) any other action that may be specified in the SC.
3.5 Reporting Obligations	(a) The Consultant shall submit to the Authority the reports and documents specified in SC hereto, in the form, in the numbers and within the time periods set forth in the said SC. (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said SC.
3.6 Documents Prepared by the Consultant to be the Property of the Authority	(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. (b) The Consultant may retain a copy of such documents and software. The Consultant will not use these documents for their future use except, with the written consent of the Authority.
3.7 Law Governing services	Primary responsibility of complying with all the requirements of the Applicable Laws/ local customs and practices, in relation to the performance of the Services, shall be of the Consultant and the Consultant shall keep the Authority (including its Directors, employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any

	contravention or violation thereof.
3.8 Compliances of Labor Laws	<p>(a) The Consultant shall employ its own competent, experienced staff/employees/personnel for the purpose of providing the Services</p> <p>(b) This Contract does not and shall not be construed to create any employer-employee or principal-agent relationship between Authority and any employees, representatives and personnel engaged by the Consultant in the performance of Services.</p> <p>(c) The Consultant, inter alia, agrees that the Services shall be rendered in strict compliance with the provisions of all Applicable Laws. The Consultant shall make statutory payments / remittances, applicable tax deductions including service taxes etc as are required to be made Applicable Laws. The Authority reserves the right to recover from the Consultant or withhold any amounts payable to the Consultant towards discharge of any claim or statutory obligations arising out of the breach of any of the contract or other Applicable Laws by the Consultant, without prejudice to any of its rights and other remedies herein stated or available under other Applicable Laws.</p> <p>(d) The Consultant shall be solely responsible for payment of all salaries and any expenses of the personnel employed including, without limitation, all amounts payable towards State employee insurance, provident fund, pension, or employment compensation, or any other payment to be made under the Applicable Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under this Agreement.</p> <p>(e) The Consultant shall, in timely manner, obtain and / or maintain the licenses, registrations, employment records, registers, certificates and other records and file returns as are required under various Act/ Rules / Regulations of the State Government in force or as amended from time to time and furnish proof of the same to the Authority on demand. The Consultant shall abide by and comply with all the statutory requirements under the existing Central, State and local body regulations, laws or those made applicable from time to time, such as the Contract Labour (Regulations and Abolition) Act 1965, the Employees Provident Fund and (Miscellaneous Provisions) Act, 1952 and Payment of Gratuity Act, 1972, Employees State Insurance Act, 1948, Minimum Wages Act 1949, Payment of Wages Act 1936, Payment of Bonus Act 1965, Public Liability Insurance Act, 1991, respective State Shops and Establishments Act, and other the labour related laws and regulations as are applicable and in force from time to time and all lawful orders made by the Competent Authority/authorities under the aforesaid Acts. The Consultant shall obtain requisite registrations, statutory permissions, licenses from concerned authorities and furnish proof of the same to the Authority on demand. The Consultant shall have the absolute control and /or supervision on its employees / staff / contract labour</p>

	<p>there being no nexus of employment between the Consultant and the Authority. The Authority shall not be liable for any dispute, which may arise between the Consultant and its employees. The Consultant shall itself regulate the engagement of its employees and their working conditions, providing statutory benefits, at its sole discretion in accordance with Applicable Law.</p> <p>(f) During the validity of this Contract, the Consultant shall be solely responsible for:</p> <p>(i) All acts and/or omissions by the employees and other personnel engaged in the performance of the Services as set forth in this Agreement;</p> <p>(ii) Health, safety and security of the employees and other personnel engaged in the performance of the Services as set forth in this Agreement;</p>
3.9 Indemnification	<p>The Consultant hereby agrees to indemnify and defend the Authority and its representatives and employees, and hold the Authority, its representatives, employees harmless from:</p> <p>(a) Against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable labour and other related laws and / or that may arise out of breach of any covenants of this Agreement including those arising out of any accident that may occur during or in relation to the Services as may be proceeded against the Authority for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys’ fees, legal costs and other charges, if any;</p> <p>(b) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party sub-contractor or agency engaged by Consultant;</p> <p>(c) Damages and losses resulting from the non-compliance with the obligations established hereunder;</p> <p>(d) Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-consultant or agency engaged by the Consultant;</p> <p>(e) Breach (either directly by it or through its representatives and / or employees) of any representation and warranty declared herein by it;</p> <p>(f) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys’ fees, arising out of, connected with, or resulting from or arising in relation to this Agreement due to neglect, omission or intentional act of the Consultant.</p>
<b>4. Consultant’s Personnel</b>	
4.1 Description of Personnel	<p>The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the</p>

	Consultant's Key Personnel are described in Appendix B.
4.2 Removal and/or Replacement of Personnel	<p>(a) The Key experts shall not be replaced during the contract period.</p> <p>(b) If the Authority finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<b>5. Obligations of the Authority</b>	
5.1 Assistance and Exemptions	The Authority shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
5.3 Facilities	The Authority shall make available free of charge to the Consultant the facilities listed under Appendix D.
5.4 Access to land	Subject to Applicable Laws, the Authority warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.
5.5 Change in applicable law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties on the subject matter of this Contract or in relation thereto, which increases or decreases the cost or reimbursable expenses 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 ceiling amounts specified in Clause SC 6.2.
<b>6. Payments to the Consultant</b>	
6.1 Lump-Sum Payment	The total payment due to the Consultant shall not exceed the total fee for the Services described in Appendix A and subject to standard deductions at source as per Applicable Laws.
6.2 Total Fee	Total Fee payable to the Consultant shall be paid in terms of the provision of SC Clause 6.2.
6.3 Terms and Conditions of Payment	Payments will be made to the Consultant according to the payment schedule stated in the SC Clause 6.3., after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Authority specifying the amount due.
6.4 Responsibility for Accuracy of Project Documents	The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these Services. It shall indemnify the Authority or other agencies/authorities against any inaccuracy in the reports submitted by Consultant.
6.5 Penalty for delay	In case of delay in completion of Services, a penalty equal to 0.05% of the

	contract price (aggregate retainer ship fee for three years), per day of delay, subject to a maximum penalty equal to 5% of the Contract Price will be imposed and shall be recovered from payments due/performance security. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time will be granted.
<b>7. Good Faith</b>	
7.1 Good Faith	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.
<b>8. Settlement Of Disputes</b>	
8.1 Amicable Settlement	The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## II SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.2.2	The English language shall be the official language for all purposes; and English language may be changed to any other language with the agreement of both the parties
1.3	<p>The addresses are:</p> <p>Authority : Kakinada Smart City Corporation Ltd.,</p> <p>D.No- 2-33-10, Pektivari street, Perraju peta, Kakinada- 533001, AP, India Attention: Managing Director</p> <p>E-Mail: smartcityofficekdd@gmail.com, kakinadacorporation@gmail.com &amp; kscl.hr@gmail.com.</p> <p>Consultant: M/s. ....</p> <p>Attention:</p> <p>E-mail:</p>
1.5	<p>The Authorized Representatives are:</p> <p>For the Authority: Managing Director For the Consultant: Mr.</p>
2.2	The date for the commencement of Services shall be from Effective Date which is the date of signing of this Contract by both parties
2.3	This Contract shall be valid for a period of Twelve Months (01 year) from the Effective Date ("Contract Period").
3.1.3	In accordance with the RFP, the Consultant has furnished an unconditional Bank Guarantee from ..... Bank of an amount equivalent to <b>Rs.</b> ..... <i>i.e. 5%</i> of the total professional fee towards Performance Security valid up till .....2018. The Bank Guarantee will be released by the Authority upon completion of Services. In the event the Bank Guarantee or any portion thereof, is encashed by the Authority, then immediately following such encashment, the Consultant shall replenish the Bank Guarantee to the original amount.



<p><b>3.6</b></p>	<p>The schedule of deliverable is as follows</p> <table border="1" data-bbox="397 258 1352 867"> <thead> <tr> <th data-bbox="397 258 472 327">Sl. No</th> <th data-bbox="472 258 899 327">DELIVERABLES</th> <th data-bbox="899 258 1352 327">TIME LINE</th> </tr> </thead> <tbody> <tr> <td data-bbox="397 327 472 396">1.</td> <td data-bbox="472 327 899 396">Report on stakeholder consultation</td> <td data-bbox="899 327 1352 396">T<sub>0</sub>+3 weeks</td> </tr> <tr> <td data-bbox="397 396 472 543">2.</td> <td data-bbox="472 396 899 543">Report on shelf of projects for East Godavari District/ GUDA/ Kakinada Smart City</td> <td data-bbox="899 396 1352 543">T<sub>0</sub>+6 weeks</td> </tr> <tr> <td data-bbox="397 543 472 653">3.</td> <td data-bbox="472 543 899 653">Kakinada Smart City Mission Document 2022</td> <td data-bbox="899 543 1352 653">T<sub>0</sub>+8 weeks</td> </tr> <tr> <td data-bbox="397 653 472 762">4.</td> <td data-bbox="472 653 899 762">GUDA region strategic development document 2022</td> <td data-bbox="899 653 1352 762">T<sub>0</sub>+10 weeks</td> </tr> <tr> <td data-bbox="397 762 472 867">5.</td> <td data-bbox="472 762 899 867">East Godavari District level resolution document 2022</td> <td data-bbox="899 762 1352 867">T<sub>0</sub>+12 weeks</td> </tr> </tbody> </table> <p>The starting date shall be the date of signing of the contract (T<sub>0</sub>). The delivery schedule must be adhered to by the Consultant.</p>	Sl. No	DELIVERABLES	TIME LINE	1.	Report on stakeholder consultation	T <sub>0</sub> +3 weeks	2.	Report on shelf of projects for East Godavari District/ GUDA/ Kakinada Smart City	T <sub>0</sub> +6 weeks	3.	Kakinada Smart City Mission Document 2022	T <sub>0</sub> +8 weeks	4.	GUDA region strategic development document 2022	T <sub>0</sub> +10 weeks	5.	East Godavari District level resolution document 2022	T <sub>0</sub> +12 weeks
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<p><b>6.2</b></p>	<p>The Consultant shall, as a consideration for the services rendered towards the Assignment, be entitled to an agreed professional fee for an aggregate amount equivalent to <b>Rs. .... /- (Rupees ..... only)</b>( subject to tax deduction at source as per Applicable Law).</p> <p>The Consultancy Fee, as and when becoming payable as per terms hereof, shall be all the costs associated with the Assignment included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc.</p>																		
<p><b>6.3</b></p>	<p><b><u>Payment Schedule:</u></b></p> <p>Payments shall be made according to the following schedule for each task of Contract. Payment will be made when deliverables are submitted to the satisfaction of the Authority.</p> <p><b>i. Professional Fee payment shall be as below.</b></p> <table border="1" data-bbox="397 1625 1352 1860"> <thead> <tr> <th data-bbox="397 1625 472 1734">Sl. No</th> <th data-bbox="472 1625 1068 1734">DELIVERABLES</th> <th data-bbox="1068 1625 1352 1734">Percentage of Professional Fee payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="397 1734 472 1803">1.</td> <td data-bbox="472 1734 1068 1803">Report on stakeholder consultation</td> <td data-bbox="1068 1734 1352 1803">20%</td> </tr> <tr> <td data-bbox="397 1803 472 1860">2.</td> <td data-bbox="472 1803 1068 1860">Report on shelf of projects for East Godavari</td> <td data-bbox="1068 1803 1352 1860">20%</td> </tr> </tbody> </table>	Sl. No	DELIVERABLES	Percentage of Professional Fee payment	1.	Report on stakeholder consultation	20%	2.	Report on shelf of projects for East Godavari	20%									
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	District/ GUDA/ Kakinada Smart City	
3.	Kakinada Smart City Mission Document 2022	20%
4.	GUDA region strategic development document 2022	20%
5.	East Godavari District level resolution document 2022	20%
	Total	100%

  

<b>8.2</b>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Dispute Settlement</p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement 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 <i>Indian Council of Arbitration, Hyderabad</i> for a list of not fewer than five 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. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the <i>Indian Council of Arbitration, Hyderabad</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Authority and the Consultant shall each appoint one 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 arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed as per the provisions of Indian Arbitration and Conciliation Act, 1996.</p>
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	<p><b>Rule of Procedure</b> Arbitration proceedings shall be conducted in accordance with provisions of Arbitration &amp; Conciliation Act 1996, of India.</p> <p><b>Substitution of Arbitrators</b> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p><b>Miscellaneous</b> In any arbitration proceeding hereunder: (a) Proceedings shall, unless otherwise agreed by the parties, be held at Hyderabad. (b) The English language shall be the official language for all purposes; and English language may be changed to any other language with the agreement of both the parties</p> <p>The decision of the sole arbitrator or of the panel of arbitrators shall generally be binding on the parties.</p>
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The Following Appendices will also become a part of this contract

- 1 . Appendix A - Services
- 2 . Appendix B – Key Personnel of the consultant
- 3 . Performance Guarantee