# **REQUEST FOR PROPOSAL**

RFP NO.	1/2017
Client	Chandigarh Smart City Limited
Country	INDIA
Project Name	Implementation of Smart City Projects under Smart City Mission in Chandigarh (UT). Selection of Project Management Consultan (PMC) for assisting Chandigarh Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in city Chandigarh( UT).
Issue Date	

#### **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Consultants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Client to the prospective Consultants or any other person. The purpose of this RFP is to provide interested Consultants with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Consultants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Consultant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Consultant upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Client is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

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# **CHANDIGARH SMART CITY LIMITED**

# **KEY DATES**

Bid Document Downloading Start Date	From: 11/01/2017 at 4.30PM
Bid Document Downloading End Date	10/02/2017
On line submission of technical proposal and financial proposal	10/02/2017
Pre bid meeting	25/01/2017 AT 11AM
Address of Pre-bid meeting	Committee Room, First Floor, Municipal Corporation Building, Sector 17, Chandigarh.
Physical submission of EMD and Bid Document Fee	10/02/2017
Opening of tender online (technical proposal only)	13/02/2017 at 11 AM
Date of opening of price bid	Will be informed later
Physical submission of Supporting Documents	RFP Fee & Earnest Money shall be submitted in electronic format only through online (By Scanning) while uploading the bid.  The consultant shall deposited the RFP Fee & Earnest Money in original in the o/o Executive Engineer, M.C. Roads Division No. 1 Sector 17,Room No.39 Municipal Corporation Building, Chandigarh by 10/02/2017
Digital Certificates	1.Bidders who wish to participate will have to procure/should have legally valid Digital certificate as per IT act using which they can sign their electronic RFP.  2. Offers submitted without digital signed will not be accepted.  3. Offers in physical form will not be accepted.  4. Once bid finally submitted, cannot be edited.

#### **PARTI**

#### Section1. Letter of Invitation

RFP No. 1/2017 Dated

Name of the SPV: Chandigarh Smart City Limited (CSCL)

Project Name Implementation of Smart City Projects

under Smart City Mission in

Chandigarh (UT).

Selection of Project Management Consultant (PMC) for assisting Chandigarh Smart City Limited to Design, Develop, Manage and

Implement Smart City Projects under

Smart City Mission (SCM) in city

Chandigarh( UT).

#### Dear Mr. /Ms.:

- 1. The Chandigarh Smart City Limited (hereinafter called "Client") is implementing Smart City Projects in Chandigarh City under Smart City Mission.
- 2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultant (Consultancy Services) for assisting Chandigarh Smart City Limited for Implementation of Smart City Projects under Smart City Mission (SCM) in Chandigarh City. More details on the Services are provided in the Terms of Reference (Section 7).
- 3. It is not permissible to transfer this invitation to any other firm.
- 4. A firm will be selected under Quality and Cost Based Selection method (QCBS) (Time Based- Linked with Performance)
- 5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

- 6. The bids shall be accepted through e-tendering process as well as in the Physical form as described in the RfP.
- 7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP
- 8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.
- 9. The RFP includes the following documents:
  - Section 1 Letter of Invitation
  - Section 2 Instructions to Consultants and Data Sheet
  - Section 3 Qualification Documents and Technical Proposal Standard Forms
  - Section 4 Financial Proposal Standard Forms
  - Section 5 Eligible Countries
  - Section 6 Corrupt and Fraudulent Practices
  - Section 7 Terms of Reference
  - Section 8 Standard Forms of Contract (Time Based linked with performance)

Others.....

Yours sincerely,

Sd/-

Chief Executive Officer, Chandigarh Smart City Limited Municipal Corporation Building, Sector 17-C,Chandigarh Ph.-0172-5021402

#### Section 2: Instructions to Consultants and Data Sheet

#### A. General Provisions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (c) "CEO" means the Chief Executive Officer of the Chandigarh Smart City Limited
- (d) MD" means Managing Director of Chandigarh Smart City Limited .
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) Chandigarh Smart City Limited .- "SPV Name".
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) "Day" means a calendar day.
- (k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (I) "GoI" means the government of India.
- (m) a) "Joint Venture (JV)" means an association with or

without a legal personality distinct from that of its

members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

b)Consortium:- A group of two or more individuals, companies, organizations (or any combination of these entities) (including lead member) with the objective of participating in a bid. The members of the Consortium shall nominate one member as the lead member The nomination (s) shall be supported by a Power of Attorney signed by all the other members of the Consortium;

- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "LOI" (this Section 1 of the RFP) means the Letter of Invitation.
- (q) "MoUD" means Ministry of Urban Development
- (r) "Module" means group of projects
- (s) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (t) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (u) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (v) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the

		proporation of the DED
		preparation of the RFP.
	(w)	"Services" means the work to be performed by the Consultant pursuant to the Contract.
	(x)	"Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
	(y)	"SPV" means Special Purpose Vehicle
	(z)	"TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction		The Client named in the <b>Data Sheet</b> intends to select a Consultant, in accordance with the method of selection specified in the <b>Data Sheet</b> .  The Consultants are invited to submit a Qualification
		documents, Technical Proposal and a Financial Proposal as specified in the <b>Data Sheet</b> , for consulting services required for the assignment named in the <b>Data Sheet</b> . The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
	ld th o p	The Consultants should familiarize themselves with the ocal conditions and take them into account in preparing heir Proposals, including attending a pre-bid meeting if one is specified in the <b>Data Sheet</b> . Attending any such ore-bid meeting is optional and is at the Consultants' expense.
	2.4 T C	The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and eports required for the preparation of the Consultant's Proposal as specified in the <b>Data Sheet</b> .
3. Conflict of Interest	0 0 w a 3.2 T	The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Consultant has an obligation to disclose to the
	ir C tł o	Client any situation of actual or potential conflict that mpact sits capacity to serve the best interest of its Client. Failure to disclose such situations may lead to he disqualification of the Consultant or the termination of its Contract and/or sanctions by the "SPV".  Without limitation on the generality of the fore going, the

	Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b.Conflicting assignments	(ii) Conflict among consulting assignments: a Consultant (including its Experts and Subconsultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all Consultants together with this RFP all information that would in that respect give such

		Consultant any unfair competitive advantage over
		competing Consultants.
5. Corrupt	5.1	The Client requires compliance in regard to corrupt
and	5.2	and fraudulent practices as set forth in Section 6. Consultant shall permit and shall cause its agents,
Fraudulent Practices	5.2	Experts, Sub-consultants, sub-contractors, services
Fractices		providers, or suppliers to permit the Client to inspect all
		accounts, records, and other documents relating to the
		submission of the Proposal and contract performance (in case of an award), and to have them audited by
		auditors appointed by the Client.
C Elimibility	6.1	The Client permits consultants (individuals and firms,
6.Eligibility		including Joint Ventures and their individual members)
	6.2	from all countries to offer consulting services.  Furthermore, it is the Consultant's responsibility to
		ensure that its Experts, joint venture members, Sub-
		consultants, agents (declared or not), service
		providers, suppliers and/or their employees meet the eligibility requirements as established by the Client.
		engionity requirements as established by the olicin.
В.		
Preparation of		
Proposals		
7. General	7.1	In preparing the Proposal, the Consultant is expected
Considerations	' · ·	to examine the RFP in detail. Material deficiencies in
		providing the information requested in the RFP may
		result in rejection of the Proposal.
8. Cost of	8.1	The Consultant shall bear all costs associated with the
Preparation		preparation and submission of its Proposal, and the
of Proposal		Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection
		process. The Client is not bound to accept any
		proposal, and reserves the right to annul the selection
		process at any time prior to Contract award, without
		thereby incurring any liability to the Consultant.
9. Language	9.1	The Proposal, as well as all correspondence and
		documents relating to the Proposal exchanged between the Consultant and the Client, shall be written
		in the language(s) specified in the <b>Data Sheet</b> .
10. Documents	10.1	The Proposal shall comprise the documents and forms
Comprising		listed in the <b>Data Sheet</b> .
the Proposal	10.2	If specified in the <b>Data Sheet</b> , the Consultant shall
		include a statement of an undertaking of the

	10.3	Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).  The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11 Only One Proposal		The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Subconsultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .
12. Proposal Validity	a. b.	The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.  During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.  If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	d. e.	The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant has the right to refuse to extend the

	validity of its Proposal in which c not be further evaluated.	ase such Proposal will
b. Substitution of Key Experts at Validity Extension	If any of the Key Experts become extended validity period, the Corwritten adequate justification and to the Client together with the su such case, a replacement Key E or better qualifications and expert the originally proposed Key Experevaluation score, however, will rethe evaluation of the CV of the olf the Consultant fails to provide Expert with equal or better qualifications for the replace are unacceptable to the Client, so rejected by the Client.	d evidence satisfactory bstitution request. In xpert shall have equal rience than those of ert. The technical emain to be based on riginal Key Expert. a replacement Key ications, or if the ment or justification
c. Sub- Contracting	The Consultant shall not subconpart of the Services.	tract the whole or any
13. Clarification and Amendment of RFP	of the RFP during the period indi  Sheet before the Proposals' sub request for clarification must be a standard electronic means, to the indicated in the Data Sheet. The writing, or by standard electronic upload the response (including a query but without identifying its a clarification shall be uploaded on Should the Client deem it necess as a result of a clarification, it sha procedure described below:  1.1.1 At any time before the proposal a the Client may amend the RFP b amendment in writing or by stand The amendment shall be upload website and will be binding on th shall update themselves by visiti regularly, for not being updated b themselves, Client bears no resp 1.1.2 If the amendment is substantial, the proposal submission deadline Consultants reasonable time to t into account in their Proposals. The Consultant may submit a mo modification to any part of it at an proposal submission deadline. N	icated in the <b>Data</b> mission deadline. Any sent in writing, or by e Client's address e Client will respond in means, and will in explanation of the source) or the in the Client's website. Sary to amend the RFP all do so following the submission deadline, by issuing an dard electronic means. ed on the Client's iem. The Consultants ing the Client's website by the Consultants onsibility. the Client may extend e to give the take an amendment odified Proposal or a my time prior to the

	Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerati ons	<ul> <li>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</li> <li>14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture/Consortium, it may do so with eligible Consultants. The members of the Consortium shall enter into a MoU for Joint Bidding and Power of Attorney on the name of lead partner for the purpose of making the Application and submitting a Bid. The MoU for Joint Bidding and Power of Attorney is to be submitted along with the Application. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement. If Consultants associate with each other, any of them can be a lead member.</li> <li>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</li> <li>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</li> <li>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</li> </ul>
15. Qualification Documents, Technical Proposal Format and Content	15.1 The Qualification documents and Technical Proposal shall not include any financial information. A Qualification documents and Technical Proposal containing material financial information shall be declared un-qualified.  Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position as indicated in TOR. Failure to comply with this requirement will make the Proposal un-

	qualified. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b> .
a. Price Adjustment	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies of Client's country.
17. Earnest Money Deposit	<ul> <li>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Bank Guarantee (BG) drawn in favour of the Director, Chandigarh Smart City Limited, Chandigarh must be submitted as per detail given above. The scanned copy of Demand Draft shall be uploaded in the e-procurement platform.</li> <li>17.2 Proposals not accompanied by EMD shall be rejected as un-qualified.</li> <li>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</li> <li>17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</li> </ul>
18.The EMD shall be forfeited by the Client in	<ul> <li>18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</li> <li>18.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal</li> </ul>

	,
the events.	during the validity period or any extension thereof.  18.3 If the consultant tries to influence the evaluation process.  18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).
19. Bid documents and Processing Fees	<ul> <li>19.1 All consultants are required to pay amount as indicated in the Data Sheet towards the cost of Bid documents and Bid Processing Fees as follows: <ul> <li>a. Bid Documents fee shall be paid through Demand draft drawn in favour of the Director, Chandigarh Smart City Limited, Chandigarh. Bid Processing Fee shall be paid online</li> <li>b. The Bid Documents fee and Bid Processing Fee is Non-Refundable.</li> </ul> </li> <li>19.2 Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</li> </ul>
C. Submission, Opening and Evaluation	
20. Submissi on, Sealing, and Marking of Proposals	<ul> <li>20.1 The Consultant shall upload scanned copies of digital signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be online only. The documents required for evaluation criteria for Technical aspect as Financial aspect along with Draft of EMD &amp; Document fee ,required for evaluation shall be scanned and uploaded on e-procurement platform. The evaluation will be done on the basis of the document uploaded. The Demand draft on account of EMD,Bid Document Fee shall be sent to the Client before opening of Technical proposals.</li> <li>20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.</li> <li>20.2.1 A Proposal submitted by a Joint Venture shall be accompanied by the MoU of Joint Bidding signed by all</li> </ul>

members so as to be legally binding on all members, and by an authorized representative who has a written power of attorney signed by each member's authorized representative. 20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 20.4 The signed Proposal shall be marked "Original", and its copies marked "Copy1" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "Project Management **Consultant (PMC) for assisting Chandigarh Smart** City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Chandigarh City ", reference number, name and address of the Consultant and same shall be sent to the Client. 20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant and shall be sent only on demand by the Client. 21. Confidenti 21.1 From the time the Proposals are opened to the time the ality Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. 21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal. 21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client

on any matter related to the selection process, it should

<sup>&</sup>lt;sup>1</sup> Copy means photo copy(ies) of the original proposal.

22. Opening of Technical Proposals	do so only in writing.  2.1 The Client's evaluation committee shall conduct the opening of the Qualification documents and Technical Proposals in the presence of the Consultants'
Technical	opening of the Qualification documents and Technical
	authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b> ). The opening date, time and the address are stated in the <b>Data Sheet</b> . The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.  2.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b> .
Evaluation	<ul> <li>3.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</li> <li>3.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</li> </ul>
24. Evaluation of Qualificati on documents , Technical Proposals	24.1 The Client's evaluation committee shall evaluate the Qualification documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, subcriteria, and point system specified in the <b>Data Sheet</b> . Each responsive Proposals Qualification documents shall be evaluated. The Consultants whosoever qualifies in the Qualification documents their technical proposals shall be evaluated. Each Qualified Consultant will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b> .
25. Financial 25 Proposals	5.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-

for QBS	ranked Consultant is invited to negotiate the Contract.  25.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee.
26. Public Opening of Financial Proposals (for QCBS method)	26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered un-qualified to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened in online. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b> ) is optional and is at the Consultant's choice.  26.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals and to the Client's website.
27. Correction of Errors	27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time- Based Contracts / Time based contract	27.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-

linked with performa nce	total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.	
28. Taxes	28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude service tax. In the Client's country in accordance with the instructions in the <b>Data Sheet</b> .	
29. Conversion to Single Currency	29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .	
30. Combined Quality and Cost Evaluation		
a. Quality- and Cost- Based Selection (QCBS)	30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data</b> Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.	
D. Negotiations and Award		
31. Negotiation s	<ul> <li>31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</li> <li>31.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</li> </ul>	
a. Availability of Key Experts	31.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of	

	31.4	the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiation s	31.5	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
4. Financia I negotiati ons	31.6 31.7 31.8	The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.
32. Conclusion of Negotiation s	32.1	The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.  If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a

		Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
Contract the Contract publish the award informatio instructions in the Data Sheet; and promp		After completing the negotiations the Client shall sign the Contract publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.
	33.2	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

# **Instructions to Consultants**

E. Data Sheet

AGeneral			
ITC Clause			
Reference			
2.1	Name of the Client: Chandigarh Smart City Limited		
2.1	represented by Director/CEO		
	Method of selection: Quality and Cost Based Selection (Time		
	Based)		
2.2	Financial Proposal to be submitted together qualification		
	documents with Technical Proposal: Yes		
	The name of the assignment is: Project Management		
	Consultant (PMC) for Assisting Chandigarh Smart City		
	Limited to Design. Develop, Manage and Implement Smart		
	City Projects under Smart City Mission (SCM) in		
	Chandigarh		
0.0	A		
2.3	A pre-proposal conference will be held: Yes		
2.4	The Client will provide the following inputs, project		
	data, reports, etc. To facilitate the preparation of the		
	Proposals:		
	Smart City Proposal of Chandigarh ,The details are		
	provided in the Smart City Proposal of the city, which can		
	be downloaded from government of India's Smart City		
	website http://smartcities.gov.in under city challenge link		
	(http://smartcities.gov.in/winningCityp1.htm). The		
	Consultants are requested to study the document in detail.)		
4.1	N/A		
6.3	A) The bidder should provide the Financial capability and		
	Technical Experience based on its own financial		
	statements and technical experience .The financial		
	capability and technical experience of the Bidders parent		
	company or its subsidiary or any associate company will		
	not considered for computation of financial capability and		
	technical experience.		
	B) The bid will become non responsive if bidder use the		
	credential of his parent company or any subsidiary		
	company or any associate company while submitting the		
	bid.		
	C) In case of a consortia/JV bid, the combined technical		
	experience would be considered.		
	D) The projects executed by sub-consultants shall not be considered for technical evaluation.		
	CONSIDERED TO LECTRICAL EVALUATION.		
B. Preparation of Proposals			
9.1	This RFP has been issued in the English language.		
	Proposals shall be submitted in English Language.		
	All correspondence exchange shall be in English Language.		
10.1	The Proposal shall comprise the following:		

	For FULL TECHNICAL PROPOSAL (FTP):		
	(1) Power of Attorney to sign the Proposal		
	(2) TECH-1		
	(3) TECH-2		
	(4) TECH-3		
	(5) TECH-4		
	(6) TECH-5		
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
	(7) TECH-6		
	(8) Memorandum of Understanding (MOU) for Joint Bidding		
	in case of consortium		
	(9) Financial Qualification Forms		
	(10) Affidavit Certifying that Consultant (Consulting Firm)/		
	Director(s) of Consulting Firm are not Blacklisted		
	= (s)		
	Note: All the above filled formats or any other formats required		
	for technical qualification shall be scanned and uploaded in e-		
	·		
	procurement platform.		
	AND		
	Financial Proposal (if applicable):		
	(1) FIN-1		
	(2) FIN-2		
	(3) FIN-3		
	(4) FIN-4		
	Note: All financial proposals shall be uploaded in e-procurement		
	only.		
10.2	Statement of Undertaking is required : Yes		
11.1	Joint venture (JV) and Consortium can be maximum of 3 (Three)		
11.1	partners.		
	•		
	Participation of Sub-consultants, Key Experts and Non-Key		
	Experts in more than one Proposal is permissible : No		
	(Bidders ensured while proposing the name of Key Expert that		
	he has not given his consent to any other bidder who is bidding		
	for CSCL. The bids of all bidders will become non responsive		
	submitting the same key expert.)		
12.1	Proposal must remain valid for 120 calendar days after the		
	proposal submission deadline		
13.1	Clarification may be requested through mail On Or before		
	23/1/2017 on w.w.w.commmcchd@gmail.com.		
14.1	NA		
15.2	The format of the Technical Proposal to be submitted is: Full		
	Technical Proposal( <b>FTP)</b>		
	Submission of the Technical Proposal in a wrong format may		
	lead to the Proposal being deemed non-responsive to the RFP		
10.1	requirements.		
16.1	Reimbursable Expenses:		
	(1) a per diem allowance, including hotel, for experts for every		
	day of absence from the home office for the purposes of		
	the Services;		
	(2) cost of travel by the most appropriate means of transport		
	and the most direct practicable route;		
	(3) cost of office accommodation, including overheads and		
	office support;		

<ul> <li>(4) communication costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> </ul>
to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client;
(6) cost of reports production (including printing) and delivering to the Client;
to the Client;
· ·
(7) other allowances where applicable and provisional or fixed
sums (if any)]
Note :- Office Accommodation shall be provided by the Client.  A price adjustment provision applies to remuneration rates: Yes.
16.3 A price adjustment provision applies to remuneration rates. Tes.  A price adjustment provision applies to remuneration rates. Tes.
contract to be subject to local taxation: Yes
· · · · · · · · · · · · · · · · · · ·
The Client will
- Reimburse the Consultant for service tax at time of release
of the bill after submission of proof of the payment of service
tax – Yes
<ul> <li>Reimburse the Consultant income tax paid in India on the</li> </ul>
remuneration for services provided by the non-resident staff
of the consultant – No
16.4 The Financial Proposal shall be stated in the following
currencies:
Consultant may express the price for their Services in any
fully convertible currency, singly or in combination of up to
three foreign currencies.
The Financial Proposal should state local costs in the Client's
country currency (local currency): Yes
17.1 An EMD of INR. Rs.10,00,000(Indian Rupees Ten Lakh) in the
form of DD from a scheduled bank in India and drawn in favour
of the Chandigarh Smart city Limited, Chandigarh and
payable at <b>Chandigarh</b> , must be submitted before one day
earlier to date of opening of bid.
19.1 Bid Documents fee <b>INR Rs 20,000</b> (Indian Rupees Twenty
Thousand only) shall be paid through DD in favour of the
Chandigarh Smart city Limited Chandigarh and payable at
Chandigarh and Bid Processing Fee shall be paid online or
along with EMD as mentioned in 17.1The Bid fees is Non-
Refundable.
C Submission ,Opening and Evaluation
17.1 1. The Consultants shall submit their Proposals <b>on online</b>
only.
The bid can be submitted in electronic format online on www.etender.chd.nic.in within the bid submission dead
line. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be treated as invalid.
3. Digitally Signed scanned copy of "Technical Proposal"
shall be uploaded in the prescribed format (as given in
Section 3) and supporting documents along with EMD,
Bid Document fee. Similarly, the original 'Financial
Proposal' shall be placed in a digitally sealed envelope
clearly marked 'Financial Proposal' and shall contain the
financial proposal in the prescribed format (as given in
Section-4).

be rejected.  5. Any Bid not accompanied by the EMD shall be rejected by CSCL as nonresponsive.  In addition, the following information will be read aloud at the opening of the Technical Proposals N/A  20.1  Registration:  a. The Consultant shall be a company incorporated in India under the (Indian) Companies Act 2013 or a company incorporated under equivalent law abroad. The Consultant shall be required to submit/upload a true copy of its Incorporation Certificate along with the Proposal.  b. Consultant must have a valid service tax registration in India. The Consultant shall be required to submit a true copy of its Service Tax registration certificate along with the Proposal.  Note: All the Consultant/JV / consortium members shall meet the above condition.  Financial Eligibility:  a. Minimum Average Annual Turnover from professional fee: Indian Rupees (INR) 500.00 Crores (Five Hundred Crores) in the last three financial years 2013-14, 2014-15 and 2015-16.  b. In case of JV/Consortium, minimum average annual Turnover from professional fee of each Company Indian Rupees (INR) 250.00 Crores in the last three financial years.  Note: For the avoidance of doubt, professional fees here above refer to fees received by the applicant for providing advisory or consultancy services to its clients. The Bidder shall enclose with its Proposal,		4. Draw and a received by OCOL after the area officer	العاد مصلا
the opening of the Technical Proposals N/A  Registration: a. The Consultant shall be a company incorporated in India under the (Indian) Companies Act 2013 or a company incorporated under equivalent law abroad. The Consultant shall be required to submit/upload a true copy of its Incorporation Certificate along with the Proposal. b. Consultant must have a valid service tax registration in India. The Consultant shall be required to submit a true copy of its Service Tax registration certificate along with the Proposal. Note: All the Consultant shall be required to submit a true copy of its Service Tax registration certificate along with the Proposal. Note: All the Consultant/JV / consortium members shall meet the above condition. Financial Eligibility: a. Minimum Average Annual Turnover from professional fee: Indian Rupees (INR) 500.00 Crores (Five Hundred Crores) in the last three financial years 2013-14, 2014-15 and 2015-16. b. In case of JV/Consortium, minimum average annual Turnover from professional fee of each Company Indian Rupees (INR) 250.00 Crores in the last three financial years.  Note: For the avoidance of doubt, professional fees here above refer to fees received by the applicant for providing advisory or consultancy services to its clients. The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the Proposal due date. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.  21.1 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:  S Description Maximur Points  (i) Specific experience(In or out side the Client's Country admissible) of the Consultant (as a Firm) relevant to the assignment		5. Any Bid not accompanied by the EMD shall be	
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Full Technical Proposals:  S Description Maximum No Points  (i) Specific experience(In or out side the client's Country admissible) of the Consultant (as a Firm) relevant to the assignment		Turnover from professional fee of each Company Indian Rupees (INR) 250.00 Crores in the last three financial years.  Note:- For the avoidance of doubt, professional fees here above refer to fees received by the applicant for providing advisory or consultancy services to its clients. The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the Proposal due date. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the	
(i) Specific experience(In or out side the client's Country admissible) of the Consultant (as a Firm) relevant to the assignment	21.1	Full Technical Proposals:	
assignment		(i) Specific experience(In or out side the client's Country admissible) of the	Points
		assignment	

Experience as assignment as providing management services /Project development/project design, supervision and management consultancy services as government levels

- a) Experience in Infrastructure projects(Sector/Area Development) like
  - i) Industrial Townships
  - ii) Special Economic zone
  - iii) Area sector development
  - iv) Integrated real estate development

(2 marks for each project subject to maximum 6marks)

- b) Experience in Infrastructure projects(City Level like
  - i) Water supply system
  - ii) Waste water or
  - iii) Sewerage system
  - iv) Reuse of waste water
  - v) Urban Transport
  - vi) Solid Waste management

(2 mark for each project subject to maximum 6 marks)

- c) Experience in Infrastructure projects(City Level like
  - ) Affordable housing
  - (2 marks for each project subject to maximum 2marks)
- d) Experience in preparation and/or implementation of Social Development plans like
  - (i) Community Partnerships; or
  - (ii) Safe City Solutions; or
  - (iii) Health Care services; or
  - (iv) Street Venders Improvements

[2 marks per project subject to maximum 02marks)

- e) Experience in preparation and/or implementation like
  - (i) Energy Efficiency Initiative

plans (LED street lighting); or (ii) Energy Efficiency Pumps (Water supply system or waste water system); or (iii) Solar City program; or  [2 marks per project subject to maximum 2 marks.] f) Experience in installation and/or operation & management like (i) Area/City wide Wi-Fi Project; or (ii) Public Internet Access Centre (ii) Smart Water Meter & SCADA; or (iii) Smart Environment Management; or (iv) Digital Literacy Initiative  [one(1) mark per project subject to maximum 2 marks.]		
(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	40	
<ul> <li>Sub Criteria</li> <li>Technical approach &amp; methodology         <ul> <li>10 Marks</li> <li>Work Plan – 5 Marks</li> <li>Organization and Staffing – 5</li></ul></li></ul>		

(111)	Rey professional staff qualifications		
	and competence for the assignment		
	S.No	Key Personal	Marks
	1	Project	10
		Director	
	2	Project	10
		Manager cum	
		Infrastructure	
		Specialist	
	3	E Governance	10
		/ ICT	
		Specialist	
	4	Project	5
		Manager	
		Finance	
	5	Water Supply/	5
		Sewerage/	
		Drainage	
		Experts	
	Notes to	Consultant: each	position
	number	corresponds to the	e same for
	the Key E	Experts in Form TI	ECH-6 to be

(III) Key professional staff qualifications

Total points for the criteria:

prepared by the Consultant}

100

40

The minimum Technical Score (St) required to pass is: 75
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

#### For all the above positions

- 1. General qualifications(general education and professional experience): 20%
- 2. Adequacy for the Assignment (Experience in similar capacity, trainings, Experience as per TOR, Experience with IFIs & Overall Impression): 80%

**Total Weight: 100%** 

25.1

For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: <a href="Indian Rupees">Indian Rupees</a> The official source of the selling (exchange) rate is: <a href="State Bank of India">State Bank of India</a> [SBI] (New Delhi) BC Selling rate of Exchange.  The date of the exchange rate is: Dead line for submission of proposals
27.1 (QCBS only	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.  The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.  The weights given to the Technical (T) and Financial (P) Proposals are:  T = 0.8, and P = 0.2
	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations:  Date: will be intimated later.  Address: Chandigarh Smart City Limited,O/O Municipal Corporation Building,Sector 17, Chandigarh.
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:  The publication will be done within 7days after the contract signing.
30.2	Expected date for the commencement of the Services:  Date: 15 days after signing agreement at Chandigarh

# Section3. Technical Proposal – Standard Forms

# Section3. Technical Proposal – Standard Forms

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

# Checklist of Required Forms

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit		
FTP	STP					
V	$\sqrt{}$	TECH-1	Technical Proposal Submission Form.			
"√" If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.			
"√" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members			
V		TECH-2	Consultant's Organization and Experience.			
V		TECH-2A	A. Consultant's Organization			
1		TECH-2B	B. Consultant's Experience			
V	√ TECH-3 Comments or Suggestions on the Terms of					

			Reference and on Counterpart Staff and Facilities to be provided by the Client.	
		TECH-3A	A. On the Terms of Reference	
V				
		TECH-3B	B. On the Counterpart Staff and	
			Facilities	
	$\sqrt{}$	TECH-4	Description of the Approach, Methodology,	
			and Work Plan for Performing the Assignment	
$\sqrt{}$	V	TECH-5	Work Schedule and Planning for Deliverables	
1	V	TECH-6	Team Composition, Key Experts Inputs, and	
			attached Curriculum Vitae (CV)	

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

# Section3. Technical Proposal – Standard Forms

Format for Power of Attorney for Signing of Application (On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

# **Power of Attorney**

Know all men by these presents, we	(name
and address of the registered office) do hereby constitute, appoint Msnume	
employed with us and holding the position of	
our attorney, to do in our name and on our behalf, all such acts, de	
necessary in connection with or incidental to our application for as	sisting "SPV" to
Design, Develop, Manage and Implement Smart City Projects <b>(</b>	
Mission (SCM) in Chandigarh City (the "Project"), including sig	, ,
submission of all documents and providing information / responses	•
representing us in all matters before "SPV", and generally dealing	with "SPV" in all
matters in connection with our bid for the said Project.	
We hereby agree to ratify all acts, deeds and things lawfully done lattorney 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 hav	e been done by us.
For	
(Signature)	
(Name, Title	and Address)

Accepted
(Signature)
(Name, Title and Address of the Attorney

#### Note:

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

## Section3. Technical Proposal – Standard Forms

Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and Document duly attested by notary public)

## **Power of Attorney**

Whereas "SPV Name" (""SPV"") has invited applications from interested parties for assisting "SPV" to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Chandigarh City (the "Project"),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

for the Project.
NOW THIS POWER OF ATTORNEY WITNESSTHAT;
We, M/s (Lead Member), and M/s (the respective
names and addresses of the registered office) do hereby designate M/s.
being one of the members of the Consortium, as the
Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the
acts, deeds or things necessary or incidental to the Consortium's bid for the Project
including submission of Application for Qualification/ Application, participating in
conferences, responding to gueries, submission of information/ documents and

generally to represent the Consortium in all its dealings with "SPV", any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of the Contract Agreement is entered into with "SPV".

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, 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/Consortium.

Dated this the .....Day of ......2016 ......(Executants)

## (To be executed by all the members of the Consortium)

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

## Section3. Technical Proposal - Standard Forms

Format for Memorandum of Understanding (MOU) for Joint Bidding

(On Non – judicial stamp paper of Rs 100/- or of appropriate value and Document duly attested by notary public)

This Mem		derstanding (MoU) ente and having its regist			
as"		ression unless repugna			
includes i	ts successors a	nd permitted substitutes	) of the First P	art	
and					
	and having its r	egistered office at	, (hereinaft	er referred as"	,,
which exp	pression unless	repugnant to the contex	t or meaning th	nereof includes its	successors
and perm	itted substitutes	) of the Second Part	_		
and					

The parties are individually referred to as Party and collectively as Parties.

WHEREAS "SPV Name" (""SPV"") has invited Request for Proposal (RFP) from Consultants interested for assisting "SPV" to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Chandigarh ("Project") as per the terms contained in the RFP Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

# IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:

- 2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
- 3. That this MoU shall be governed in accordance with the laws of India and courts in Chandigarh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1.	First Party	
2.	Second Part	У
3.	Third Party	
n	Party	
Witn	ess:	
1		2

#### Section3. Technical Proposal - Standard Forms

#### Financial Qualification of the Applicant

S. No.	Financial Year	Annual Turnover (Rs. crore)
1	Professional Fee for Financial Year 2013-14	
2	Professional Fee for Financial Year 2014-15	
3	Professional Fee for Financial Year 2015-16	

Note: The audited Financial Statements for the corresponding year have to be attached.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

**Note –** The above Certificate can be signed by a Statutory Auditor or from Chartered Accountant.

format for affidavit certifying that consultant (consulting firm)/ director(s) of consulting firm are not blacklisted

#### (On a Stamp Paper of relevant value)

Affidavit
I M/s
Dated thisDay of
Name of the Applicant

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium

#### **TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}		
То:		

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant (PMC) for assisting "SPV Name" to Design. Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal".

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a department imposed by any state Govt or Govt of India or any multilateral funding agency or any Govt of all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

we remain,	
Yours sincerely,	
Authorized Signature {In full and initials}:	<u> </u>
Address:	
Contact information (phone and e-mail):	

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

#### Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

#### **CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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

#### A - Consultant's Organization

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

#### **B** - Consultant's Experience

- 1. List only previous <u>similar assignments successfully completed (In or outside the</u> client's country) in the last10 (ten) years.
- 2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client. The PMC experience certificate shall indicate value of projects on which PMC operated. For similar assignments successfully completed, copy of Completion Certificate from the competent authority needs to be uploaded.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g.,INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2008}	{e.g., "Support to subnational government": drafted secondary level regulations on}	{e.g., municipality of, country}	{e.g.,INR 2 Cr.}	{e.g., sole Consultant}

NOTE: Up load the scanned copies of the above certificates.

#### Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

#### A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

#### **B** - On Counterpart Staff and Facilities

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

#### Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

#### Form TECH-5 (FOR FTP AND STP)

#### **WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

	Deliverables <sup>1</sup> (D)	Mon	ths									
	Deliverables (D)	1	2	3	4	5	6	7	8	9 36 TOTAL	TOTAL	
D-1	{e.g., Deliverable #1: Report A											
D-2	{e.g., Deliverable #2:}											
n												

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

#### Form TECH-6(FOR FTP AND STP)

#### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's	s input	(in persor	n/month) p	er each De	liverable (I	isted in TECH-		Total time-input (in Months)			
	Italiio	Positio n		D-1	D-2	D-3		D	Н	lome	Field	Tota	
KEY I	EXPERTS					•	•						
12.4	{e.g., Mr.	[Team	[Hom e]	[2 month]	[1.0]	[1.0]						Š	
K-1	Abbbb}	Leader]	[ <i>Field</i> ]	[0.5 m]	[2.5]	[0]				XXX	{		
K-2											XXXX	<u> </u>	
11-2										<u>XXX</u>	1	-	
K-3						<del></del>				XXX	, <u>XXXX</u>	<u> </u>	
											188888 188888		
										燹	<b>\</b>	-	
n										<del>XXX</del>	<u>}</u> }	2	
								Subtotal	1 1 530	2000	1	+	
NON-	KEY							0.0000	<u>l</u>				
			[Hom e]								<b>****</b>	K	
N-1			[Field]							<b>XXX</b>	<b>****</b>	5	
N-2						<del></del>		<u> </u>		<del>XXX</del>	[XXXX	<u> </u>	
				-								\$	
									<u></u> _	<del>XXX</del>		<u> </u>	
n						<del></del>		<u> </u>		<b>XXX</b>	<u> </u>	1	
		1	ı	1				Subtotal	1 1 1				
								Total	X	XXX	XXXXX	,	

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (26) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the clients country. "Field" work means work carried out in the Client's country .

  Full time input

Part time input

# FORM TECH-6 (CONTINUED)

### **CURRICULUM VITAE (CV)**

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

Pariod	Employing organiza	tion Co	ıntrv	Summary of
ist in rever positions he contact info contacted f	ent record relevant to se order. Please provi eld, types of activities ormation of previous cl or references. Past en eed to be included.}	de dates, nam performed and ients and emp	e of employing od location of the alloying organization	rganization, titles of assignment, and on(s) who can be
	: {List college/universi	•		
Citizensni	o/Residence			

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

Membership in Professional Associations and Publications:	
Language Skills (indicate only languages in which you can work):	

## **Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle
	the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	
Expert's contact information: (e-mail	)
Certification:  I, the undersigned, certify that to the best correctly describes myself, my qualification.	•
to undertake the assignment in case of a	ons, and my experience, and I am available in award. I understand that any misstatement ay lead to my disqualification or dismissal by
to undertake the assignment in case of an or misrepresentation described herein ma	n award. I understand that any misstatement
to undertake the assignment in case of an or misrepresentation described herein ma	n award. I understand that any misstatement ay lead to my disqualification or dismissal by
to undertake the assignment in case of ar or misrepresentation described herein ma the Client, and/or sanctions by the Bank.	n award. I understand that any misstatement ay lead to my disqualification or dismissal by {day/month/year}
to undertake the assignment in case of ar or misrepresentation described herein ma the Client, and/or sanctions by the Bank.	award. I understand that any misstatement ay lead to my disqualification or dismissal by  {day/month/year}  Signature

## **Section4. Financial Proposal - Standard Forms**

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration, including Appendix A "Financial Negotiations -
FIN-4	Reimbursable expenses

FORM	FIN-1		
FINANC	CIAL PROPOS	SAL SUBMISSI	ON FORM
{Locat	tion, Date}		

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant (PMC) for Assisting "SPV Name" to Design. Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, including of all indirect local taxes in accordance with Clause 28.1 in the Data Sheet excluding service tax. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

Name and Address	Amount and	Purpose of Commission
of Agents	Currency	or Gratuity
<u></u>		

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

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

We remain,
Yours sincerely,
Authorized Signature {In full and initials}:Name and Title of Signatory:
In the capacity of:
Address:
F-mail:

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

#### FORM FIN-2SUMMARY OF COSTS

	Cost
Item	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}
	INR
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2)Reimbursable	
(3) Provisional Sum: (Non Competitive)	
Engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc)	
(4) Contingencies (Non Competitive)	
Total cost of Financial Proposal (should match the amount in form FIN 1)	

Indirect local ta	xes Estimate- to be discussed and finalize at t	he negotiations if contract is awarded.
I)	Insert tax e.g. vat or sale tax	
II)	Income tax on non resident experts	
iii)	{ Insert type of tax}	
Total Estimate fo	or indirect local tax	

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

#### FORM FIN-3 BREAK DOWN OF REMUNERATION

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

No				Time Input				
-	Name	Position (as in TECH-6)	Person-day Remunerat ion Rate	in Person/Da ys (from TECH-6)	{Curren cy # 1- as in FIN-2}	{Currenc y#2-as in FIN-2}	3- as in	{Local Currency - as in FIN-2}
	Key Experts(Core Team)							
K- 1			[Home]					
			[Field]			***	******	
K- 2								
							**********	
					<u> </u>	**********	******	
								XXXXXXXX
	Non-Key Experts (Support Team & Support Staff)	1	1	1	IVAAAAA		* ~~~~	
N- 1			[Home]					

N- 2		[Field]		$ abla \mathcal{A}_{\mathcal{A}}}}}}}}}}$	<b>******</b>	$\sim\sim\sim\sim\sim$	
			Total Costs			~~~~~	

#### FORM FIN-4 BREAK DOWN OF REIMBURSABLE EXPENSES

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

В.	B. Reimbursable Expenses									
N °	Type of Reimbursable Expenses	Unit	Unit Cost	Quantit y	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}		
	{e.g., Per diem	{Day}								
	{e.g., Communication costs between Insert place and Insert place}									
	{ e.g., reproduction of									
	{e.g., Office rent}									
	{Training of the Client's personnel – if required in TOR}									
	Total Costs									

#### Legend:

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

#### Section5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

#### Section6. Bank Policy – Corrupt and Fraudulent Practices

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

  6.3 For the purposes of this Clause, the following terms shall have the meaning
- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires

from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party2;
- (e) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

<sup>&</sup>lt;sup>2</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

#### Section 7. Terms of Reference

#### 7.1. Background

7.1.1. Government of India has now announced the list of **13 fast** track cities to be taken up for development as smart cities. The cities have to now move towards transforming these plan proposals to projects.

#### 7.2. Objective of the Assignment

Chandigarh is among the **13** cities selected in second round of smart cities challenge under Government of India's (GoI) smart cities mission to implement the smart city proposal (SCP). The objective of the assignment is to perform activities necessary to plan, design, integrate, package, administer and manage the development and construction of Area based development (ABD) and PAN city project under Chandigarh Smart City Proposal and any other project assign to CSCL or identified by CSCL to be taken under Smart City Mission.

#### 7.3. ABD Site Overview

7.3.1 The ABD boundary includes Sector 16 (part), 17, 22, 35, 43 and total 1265 acres. The retrofit development in sector 43 is in line with the Draft TOD policy but also fulfils the essential requirements towards making Chandigarh a preferred destination and a 'Vibrant Regional Centre'. The selected area for the ABD intervention has a mix of land uses ranging from residential, commercial, institutional, open green and mixed use development. The chosen area has an estimated population of about 45,000. This area is a good reflection of the city fabric and is very popular with residents, regional visitors and global tourists due to the presence of Sector 17 market and plaza.

7.3.2 The key components of the Area Based Development (ABD) have been identified in order to achieve the program outlined for the ABD. These components align with the city wide goals.

# REVIVING HEART OF THE CITY INTO A VIBRANT, INNOVATION HUB ALONG WITH FUTURE-PROOFING THE HEALTH OF CITIZENS (PREVENTION OF LIFESTYLE DISEASES).

- Adaptive re-use of Police Colony as artist's village; Adaptive re-use of press building as incubation center;
- Re-use space below vehicular bridge as functional spaces for arts/start-ups;
- façade improvement for commercial spaces (sec 22, 35);
- Innovative use of Open spaces Activating public plazas in sector 17,
   Landscaping existing paved surfaces to reduce urban heat island effect;
- Undergrounding 4 surface parking lots into MLCP structures, re-using surface lots for active-public use for higher footfalls in commercial areas.

## LOW CARBON MOBILITY OPTIONS, REDUCTION IN VEHICLE EMISSION & LAST MILE CONNECTIVITY.

- Car free zone:
- Public bike sharing (PBS).
- Electric Buses (Refurbish Existing troop of 304 Buses), Battery Operated Buses;
- Smart bus stops with solar rooftop;
- Introducing e-rickshaws (50 nos) to reduce diesel related pollution;
- Bicycle & e-rickshaw dedicated parking;
- Grade separated ped-crossing between sec 16 & 17 with signage, road marking & wayfinding;
- Smart On-Street Parking -300 Bays (sec -22, 35);
- Handicap friendly walkways;
- Complete cycle track network.

# PLACEMAKING THROUGH COMPACT & MIXED USE AGENDA ALONG WITH AFFORDABLE HOUSING.

- Efficient use of vacant land parcels (sec- 43) into a walkable, compact & mixeduse retrofit development;
- Affordable housing (sec-43);
- Playground for children

BUILDING RESILIENT INFRASTRUCTURE; ENSURING SUSTAINABLE ENERGY AVAILABILITY; & ENSURING AVAILABILITY AND SUSTAINABLE MANAGEMENT OF WATER & SANITATION.

- Introducing solar rooftop panels on institutional buildings, bus stops, public toilets, bicycle stands;
- Installing smart metering for electricity.
- Charging station (4 nos) for e-rickshaws;
- Providing public toilets;
- Improving solid waste management collection, segregation, disposal;
- 24 X 7 water supply, installing Smart Meters for potable water;
- Recycling waste water for landscape, Implementation of PLC and SCADA, Smart Meters:
- Integrate rain water harvesting with landscape features and open spaces;
- Installation of Smart LED lighting;
- Wi-Fi hot spots Zones

#### 7.4 PAN City Project Overview

Pan city proposal is to improve public life and safety, and livability using two initiatives:

a) Smart Integrated e-Governance

A unified portal to access services with a personalized profile based mobile app which will act as one stop app and a gateway to enable tow way citizen engagement.

a) Intelligent Multi-modal command & control center

To supplement the ongoing individual initiatives Intelligent Traffic Management System (ITMS) coupled with city surveillance project shall form

the basis for setting up of a unified command and control center doubling up as disaster management cell.

#### 7.5 Scope of Services

- The Project Management Consultant (PMC) shall support the Smart City/SPV in overall Project Management of ABD and PAN City projects as per SCP submitted to GoI, any other project assign to CSCL or identified by CSCL to be taken under Smart City Mission
- 2. Under this assignment the consultant is required to review projects identified under SCP for Area Based Development as well as for Pan City Solution (Smart City Proposal Can be downloaded from the website of Smart City mission "WENBSITE LINK"). The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency (ies) expeditiously. The PMC shall assist Client in preparation

of RFPs for the procurement of implementing partner(s)/ Agency(ies). The PMC shall not sub contract any of the activities defined in the scope of the assignment to any other consulting firm.

- The PMC shall also assist the Client in supervision & monitoring of the work
  of implementing agencies and shall be responsible for overall management of
  the project.
- 4. The RFPs prepared by the PMC for procurement of implementing partner/agency(ies) for implementation of Smart City Projects, will follow Competitive Bidding (CB) method.

Without limiting the scope, the PMC shall be responsible for the following tasks:

#### 7.5.1 Output 1: Area Based Development:

#### A. Project Development and Design Phase

- The consultant will validate (review and re-verify the modules -group of projects) the smart city proposal and regroup them into modules, if necessary, in consultation with the Smart City/SPV.
- II. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan, re-verify feasibility study etc.
- III. Review existing status of physical infrastructure and other available secondary data.
- IV. Identify requirements of surveys, studies and investigations;
- V. Carry out necessary surveys and investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- VI. Prepare feasibility study report of modules (group of projects) to ascertain project type, size, available technologies, broad costing, project phasing and revenues. The feasibility report should describe the various technical options with recommendation for most appropriate option
- VII. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- VIII. Review of land availability, rehabilitation resettlement & environmental issues for identified projects
- IX. Coordinate with stakeholders and other departments wherever the convergence is required, to facilitate SPV like integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work
- X. Bundle out the category wise projects based on approved feasibility reports;

- XI. Prepare the Preliminary Design Report (PDR) for EPC/ DBO/ DBFOT basis or Detailed Project Report (DPR) for construction in accordance with the specific requirements and needs of category wise projects and as per established engineering practices;
- XII. Prepare the financial feasibility analysis for identified PPP based projects;
- XIII. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.
- XIV. Based on the approved feasibility report prepare either a Preliminary Design Report (PDR) for EPC implementation or Detailed Project Report (DPR) for construction in accordance with the specific requirements and needs of each project and as per established engineering practices.
- XV. For preparing the PDR or DPR, the consultant will carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
- XVI. The PDR or DPR should also include assessment of utility shifting requirements and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
- XVII. Assist the client on technical, commercial, financial, and legal aspects of project development based on requirements.
- XVIII. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- XIX. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;
- XX. The draft contract to be included in the bidding document shall among other things shall clearly define the obligations of the implementing

- agencies including specifying rules and procedures to address nonperformance of contractual obligations.
- XXI. Develop and maintain a program management information system (PMIS) which includes document management, individual and master schedule and cost estimates. Develop appropriate reports including cash flow projections and monthly status summary.
- XXII. Prepare programme wide policies and procedures as applicable including but not limited to communications protocol, PMIS, design management and construction management
- XXIII. Consulting agency shall establish local office with supporting staff as per the requirement.
- XXIV. The SPV may get the bid document certified by Independent agency such as CBUD(MOUD)

#### **B.** Construction Supervision and Contract Management Phase

During the construction phase of the module(s) (group of projects), the Consultant shall:

- Assist Smart City/ SPV during construction of modules, as applicable, with the stakeholder to review and discuss the PDR or DPR and prepare minutes for recording and circulation
- ii. Providing advice and guidance to the *Smart City/SPV* for modern procedures and guidelines for project implementation and management in general.
- iii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iv. Contract administration and Management of the modules;
- v. Develop technical specifications for each Module
- vi. Supervise and monitor construction work of each contract module;
- vii. Checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,
- viii. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module:
- ix. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- x. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;

- xi. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- xii. Monitor implementation of environmental standards and safeguards and if any Resettlement Plans;
- xiii. Establish Quality assurance system including verification of quality of material and certification;
- xiv. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xv. Supervising the construction of the various contract packages for the related outputs of the Program
- xvi. Record the work measurement jointly by PMC & SPV and certify the contractor's bill and recommend for making payments to Smart City/SPV.;
- Assist the Smart City/SPV in interim and final certification of the bills of payment;
- xviii. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
- xix. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Smart City/SPV;
- xx. Assist third party inspections, if necessary, as decided by Smart City/SPV at implementing agency's lab.;
- xxi. Assist Smart City/ SPV in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and etc.
- xxii. Checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts and review the projects documents and give recommendations for approvals as required for PPP projects.
- xxiii. Review and finalize the "as built" drawings submitted by Contractor;
- xxiv. Assist the Smart City/SPV in issue of completion certificates;
- xxv. Inspect the works at appropriate intervals during defect liability period and certification issue:
- xxvi. Prepare on behalf of *Smart City/ SPV* monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to Client;

- xxvii. Assist *Smart City/SPV* in monitoring of progress as per the Program Management Information System (PMIS);
- xxviii. Develop and maintain PMIS to track project progress and generate MIS progress reports including physical and financial progress.
- xxix. Prepare variation statements as required.
- xxx. Develop and implement procedure for timely payments to the hired implementing agency/agencies and monitor for compliance.
- xxxi. Support Smart City/SPV in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- xxxii. Support Smart City/SPV to meet compliance requirements as and when required.
- xxxiii. Support Smart City/SPV in documentation and presentation of outputs

#### 7.5.2 Smart Solution (ABD & Pan-city Projects)

#### A. As-Is

- i. Review existing available documents & infrastruct
- ii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerning NGOS, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the Commissioner/ CEO of SPV etc. for consultation.
- iii. Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).
- iv. Prepare the separate As-Is of each ABD Project & Pan Solution.
- v. Prepare & submit the locations with Latitude & Longitude (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the projects under As-
- vii. Submit a simple & clear architecture of whole As -ls system consisting of all ABD Projects & Pan Solutions in integrated manner.

#### B. To-Be & Requirements Specifications

- i. Prepare the separate To-Be of each ABD Project & Pan Solution.
- ii. Identify & prepare the interfaces of integration between the projects under To-Be.
- iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD Projects & Pan Solutions in integrated manner.
- iv. Prepare the functional & non-functional requirements specifications.
- v. Prepare Networking and connectivity requirements
- vi. Identify & prepare Data digitisation requirements
- vii. Identify & prepare Training requirements

- viii. Study of various technologies and suggest the most viable techno economical solution
- ix. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
- x. Identification the risks & mitigations

#### C. Financial Implications and Viability

- i. Identify financial implications involved in the project based on the Technoeconomical estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible as applicable.
- iii. The financial viability of the project based on different financial models viz. VGF, revenue sharing and annuity etc. for the identified PPP projects shall be evaluated and most suitable model for each project shall be recommended indicating all rational.
- iv. Assist Smart City/SPV in consultation for each sub project or group of sub projects as applicable, with the stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

#### D. DPR

- i. Prepare a DPR including but not limited to the following:
  - a) Project Components/ phases
  - b) Analyze the future projections and demand assessment.
  - c) Prepare conceptual plan for implementation & integration of different components under the system.
  - d) Solution Architecture, Technical Requirements, Application Architecture, Technology & Deployment Architecture, Network & Server Architecture, Security Architecture, integration with other initiatives, Service Level Agreements & Monitoring Tool.
  - e) Standardization Requirements
  - f) PPP Feasibility with different components
  - g) Detailed Bill of Material for the complete integrated System

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

The bid process management shall include;

- i. Prepare the RFP Documents
- ii. Responsible for defining and monitoring the SLAs on behalf of the SPV
- iii. Coordinate Bid Process Management
- iv. Support in evaluation of bids and selection of SI

#### F. Smart Solution Project Implementation Support

The project implementation support shall include

- i. Project Management Activities
  - a) Develop the project plan and project charter

- Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI and MoUD/(GoI).
- c) Co-ordinate DPR submissions/approvals
- d) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
- e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
- f) Prepare Capacity building plan
- g) Prepare Change Management Plan
- h) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
- i) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- j) Suggest and co-ordinate capacity building needs and training programs.
- k) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- Defining the escalation mechanism for timely resolution of issues & risks.
- m) Co-ordinate for STQC certification.
- n) SLA monitoring
- o) Monitoring the performance of the SI against the base project plan
- p) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- q) Suggest changes in SLAs, if required
- r) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
- s) Coordination with various stakeholders
- t) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
- Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.
- ii. Monitoring the deployment and commissioning of necessary hardware
  - a) Monitoring installation and commissioning of ICT infrastructure
  - b) Ensure the facility management services and help desk of the SI, to ensure system uptime
  - c) Provide fortnightly reports to SPV for the status of implementation till "go-live".

#### iii. Engaging STQC for Audit

- a) The Consultant will be responsible to engage STQC to conduct the assessment/review for the system before rolling it out. The Consultant
- b) shall review and inspect all the procedures and systems relating to the solution.
- c) The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:

#### Application audit :

- a) Functionality audit *vis-a-vis* the Functional Requirement Specification (FRS) agreed upon during development phase
- b) Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.
- c) Review of database structure including:
- d) Classification of data in terms of sensitivity & levels of access
- e) Security measures over database installation, password policies and user roles and privileges
- f) Access control on database objects tables, views, triggers, synonyms, etc.
- g) Database restoration and recoverability
- h) Audit trails configuration and monitoring process
- Network connections to database

#### Review of Network and Website will include:

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

#### Review and Implement of Security Policies and Controls will include:

- Review of backup process, including schedule, storage, archival and decommissioning of media
- b) Physical access controls review (over DC and other critical area)
- c) Review of change management process
- d) Incident management process covering identification, response, escalation mechanisms
- e) Anti-virus (malware) controls patching, virus definition file update
- f) General computer controls review
- g) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data centre and Disaster recovery centre as per the BOM specified for the SI.

- h) Performance / SLA Audit whether the actual level of performance of the services is the same as specified in the contract of SI.
- i) Identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
- j) Overall compliance to MSA and SLA The compliance of the implementation partner with any other obligation under the MSA and SLA.

#### iv. UAT and Go-Live Report

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

#### v. Monitoring the O&M

- a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.
- b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc. for a period of 2(two) years from the engagement date.
- c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
- vi. The consultant shall be responsible for reviewing the work of System Integrator and recommendations of the payments to the SPV.

7.5.3 The Consultant shall provide the support the Smart City/SPV for the successful completion of the Smart City Project and its closure.

## 7.6 Team Composition & Qualification Requirements

- 7.6.1 The Professionals required for this assignment are categorized in two groups i) Core Team and ii) Non-core Team . The Core Team will be assigned duties in the clients' office as per the prescribed man-months. The Core Team will be one of important basis for selection of the consultant.
- 7.6.2 Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different project under all modules during the course of the assignment. A reasonable size additional team of support staff like support design engineers, quantity surveyors, draft
- 7.6.3 men, Junior analyst, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the project(s).
- 7.6.4 The broad indicative team requirement of professionals has been indicated below (the team composition is generalized. The consulting firm shall review the composition (position required, no of professionals and man month of each professional and finalize as per the requirement of the project(s)/ module(s)
- 7.6.5 The CVs of the professionals shall be provided with the technical proposal. However the CVs of the facilitations and development professionals shall only be evaluated for technical score.

# 1.1 **Core Team** (to be evaluated, CV to be provided at proposal stage)

1.2

	Position	Input Months	Minimum Qualification	Minimum Experience		
	Core Team <sup>3</sup> (CVs of the following professionals shall be evaluated for Technical score in technical evaluation)]					
1	Project Director	36 months	Masters in Planning /Bachelor in Engineering with MBA	<ul> <li>20 Years experience in Urban Sector</li> <li>Experience of Project Management in Urban Infrastructure Works.         Experience as Team leader/ Deputy Team leader for minimum 5 projects.</li> <li>Knowledge of urban development policies, issues and Project experience</li> </ul>		
2	Project Manager cum Infrastructure Specialist	36 months	Master's in Civil Engineering/ BE in Civil Engineering With MBA	<ul> <li>15 Years experience in Urban Sector</li> <li>Experience in citywide urban development and infrastructure planning/ design.( water supply, sewerage/septage / SWM/ urban roads etc.).etc)</li> <li>Knowledge of urban development issues and Project experience.</li> </ul>		

 $<sup>^3</sup>$  SPV may change the core team and the man days as per the requirement of the Projects identified under Smart City Proposal and accordingly evaluate the CVs of core team for technical score.

3	E Governance / ICT Specialist	36 months	Master's Degree in Information Technology/ Engineering/MBA	<ul> <li>10 years' relevant experience</li> <li>Experience in working with the Gol/State Government/ ULB or similar institution for implementation e governance projects</li> <li>Experience in preparation of technical document for the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc.</li> </ul>
4	Project Manager Finance	36 months	Master's Degree in Finance/ Economics/ Chartered Accountant /Commerce./ICWA/Po st Graduate in Economics with specialization in Public finance.	<ul> <li>10 years relevant experience.</li> <li>Experience of municipal finance analysis, municipal budgeting and accounting and financial projections.</li> <li>Experience in working with ULB</li> <li>Experience in Financial Modelling in Urban Infrastructure and PPP.</li> </ul>
5	Water Supply/ Sewerage/ Drainage Experts	36 months	Bachelor Degree in Civil Engineering	<ul> <li>15 years relevant experience in water supply projects.</li> <li>Design and restructuring along with operation &amp; Maintenance of water supply/Drainage/sewrag e distribution network</li> </ul>

# Support Team

The CVs of these Experts shall not be submitted. But at the time of appointment, CVs shall be approved by the Smart City/SPV. The remuneration shall be included in the detail of breakdown of remuneration(FIN-3)

1	Urban Planner & Designer	36 months	Post graduation in Urban Planning	<ul> <li>5-7 years' experience in integrated land use planning</li> <li>Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc</li> <li>Experience developing Development Control Regulations</li> <li>Knowledge of land management tools like land pooling, TDR etc</li> <li>experience in Urban research</li> </ul>
2	Construction Manager	36months	Graduate in Civil Engineering	5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)
3	Transportation Planner/ Engineer	18 months	<ul> <li>Masters Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning</li> </ul>	7 years of experience in the area of Urban Transport Planning

4	Senior Landscape Design Architect and Heritage conservator	36 months	Bachelor Degree in Architecture with Master's in Landscape Architecture	<ul> <li>10 years relevant experience</li> <li>Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping &amp; heritage conservation works etc. etc.</li> </ul>
5.	Procurement Specialist	36 months	Degree in Engineering/ Management/ law / Business Administration	<ul> <li>10 years         experience in the         area of public         procurement</li> <li>Experience in         construction         contract         procurement         /management in         infrastructure         projects.</li> <li>Knowledge of state         purchase Manual</li> </ul>
6	Legal Expert		Degree in law (LLB)	<ul> <li>10 years         experience</li> <li>Experience in         construction         contract         procurement         /management in         infrastructure         projects.</li> </ul>

7	Electrical Engineering / Solar Energy/ Renewable Energy Expert	36 months	B-Tech in Electrical/ Power Engineering	12 years experience in power projects viz., planning/designing for power generation, transmission and distribution.
8	Environment/ solid waste Management Specialist	36 months	Postgraduate in Environmental Planning / Engineering /Environmental Sciences	10 years' experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism
9.	Structural Engineer	12 months	Masters in Structural Engineering	<ul> <li>10 years related.</li> <li>Should have the experience in structural design of infrastructure projects.</li> </ul>
10.	ICT Expert	36 months	Masters in Computer Application/ B-Tech in Computer Science/ IT	12 years in implementing ICT projects in Urban area.

11	GIS & Remote Sensing Expert	24 months	Degree in Geography, Planning, Architecture, Geo Informatics with Diploma/ Certificate in GIS	<ul> <li>At least 7 years of experience in working on similar projects (i.e. use of remote sensing &amp; GIS technology in urban sector projects)</li> <li>Knowledge of major GIS software products, GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.</li> </ul>
12	IT Specialist	24 months	BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science	<ul> <li>12Years experience in IT field</li> <li>Minimum 3 years experience in implem enting IoT/Machine to Machine (M2M) solutions and knowledge of the IoT/M2M market and ecosystems</li> <li>Minimum 3 years experience in a client facing role demonstrating presentation skills and the ability to communicate with client management and executives</li> <li>3 years experience in applyin g analysis skills and the ability to develop processes</li> </ul>

13	Auto Cad Engineers (2nos)	36 x2=72 Months	Diploma in CAD	<ul> <li>10 years experience in relevant field</li> </ul>	
14	Drafts Man	36 months	Diploma in Civil/Mechanical Engineering /ITI in civil/mechanical	5 years experience in relevant field	
15	Surveyor	36 months	Diploma in Civil Engineering /ITI in civil Engineering	<ul> <li>5 years experience in field</li> <li>Experience in Surveying with total Station/Micro Station/auto level etc.</li> </ul>	
16	Office support Boy	5X36 =180month s	Matric	5 years experience in field	
17	Clerk/Data Entry Operator/Sten o	9x 36months	Graduate with Basic Computer Course	5 years experience in field	

#### Note:

1. The staff requirement stated above is for indicative only and also for the purpose of comparison of proposals. If in the financial bid the man-months quoted by the consultants are different, the proposal of such consultants shall be considered as non-responsive. At the time of deployment of the consultants / personnel of the support team except office support staff the consultant shall intimate the Client and take appropriate permission. However, the Consultant may deploy additional staff as per requirement. But payment will be restricted to the amount and manmonths quoted in the financial bid unless any variation is approved by the Client.

The Consultant may bid for more than one Smart City, but if the Consultant is bidding for more than one Smart City simultaneously, they shall propose

separate Core Team for each Smart City. If at any time it is found by the Client that Core Team professional proposed is also part of another Smart City Team then the Client may disqualify the Consultancy firm.

- The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the key personnel.
- Age limit for key professionals mentioned above to be deployed on project should not be more than 70 years on the date of bid submission.

#### 7.7 Reporting Requirements and Time Schedule and Deliverables

The activity wise reporting requirements and deliverables for ABD Project shall be as follows:

#### 7.5.1. Activity 1: Mobilization

The Programme Director will mobilize with at least 2 more core staff during month 1. This team of 3 will setup the PMO, mobilize the remainder staff and start the procedures manual.

## 7.5.2. Activity 2: Data Collection and Analysis

The PMC shall carry out details data collection, survey and field investigations, study of ongoing and proposed project investments and stakeholder consultation to identify the scope of work under each project of all modules. The consultant has to explore task proposed under project vis a vis objective of modules with the objective of identification of suitable implementation mechanism of projects. Under this task the Consultant is required to do the following:

- Consult the available documents such as city development plans /strategy plans, sanitation plans, mobility plans, secondary data and reports required for analyzing the existing infrastructure facilities and for designing the facilities for project etc.;
- Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- Review of land availability, rehabilitation resettlement & Environmental issues for identified projects
- Identify requirements of surveys, studies and investigations;

- Carry out all the required engineering surveys and investigations including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- Assist SPV/ Urban Local Body in conducting regular meetings with all stakeholders and other government entities as required.
- Preparation of situation analysis report.

## 7.5.3. Activity 3: Validation Study / Feasibility Report

The purpose of the validation study is to prepare a road map which becomes the basis of all downstream actions and decisions. The basis of the validation study is all the existing reports and studies. Feasibility Studies, which are part of the overall validation study, will be carried out for all the project components to ascertain both the technical and financial viability and accordingly the listing of modules will be prepared on implementation priority basis. Such studies will assess the technical, social, economic and practical construction feasibility of the project components. the studies will also look economic and financial aspects. Under this task the Consultant for each module is required to do the following:

- Analyze Future projections & demand assessment;
- Prepare conceptual plan and preliminary design of various possible options including the feasibility of the infrastructure to be provided including cost benefit analysis;
- Assist City/ State Government in all stages of consultation with the stakeholder for each sup project or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- Assess land requirement and preparation of land acquisition requirements;
- Based on the economic, environmental, social and financial criteria, the various alternative options will be worked and recommendations will be proposed for the preferred options.
- Financial analysis and tariff structures shall also be reviewed. The recommended improvements shall include capital investment and annual operation and maintenance costs.
- Prepare and submit the validation study including the 'Feasibility Report' to Smart City/SPV. The Feasibility Report should describe the various technical options with recommendation for most appropriate option. The Report shall address the following aspects:
  - Evaluation of design alternatives
  - The topography and development pattern of the project area

- Develop historic and future population growth and determine what effects the population growth on the projects under taken in Smart City Mission.
- Preliminary design and cost estimation
- Operation and maintenance aspects
- Financial planning and evaluation
- Institutional and social capacity
- Environmental and Social Impact Assessments
- Formulation of work implementation plan
- Preliminary procurement plan
- Preliminary construction schedule
- Organization evaluation and capacity building and any other relevant information required project to project basis.
- Identification of potential areas of PPP projects, PPP agencies.
- Recommendation of suitable arrangement for contracting including exploring options for PPP/ DBO / DBOT/ Service Level Agreements/ Concession Agreements etc.

# 7.5.4. Activity 4: Preliminary Design Report (PDR) or Detailed Project Report (DPR)

After selection and approval of the feasibility study under each module, the Consultants shall carry out the preliminary design of all the sub-components of the project/module to the level sufficient for estimation of capital and operations and maintenance costs to a reasonably accurate level in accordance with sound and established engineering practices. In some cases, if the project is to be delivered using EPC than the PMC shall prepare the preliminary design along with EPC tender documents. If project is to be constructed by a contractor, the PMC will do the detailed design and tender documents for bidding. The design shall meet the techno economic aspects for the best possible solutions after considering various alternatives and shall sufficiently be detailed to ensure understanding by all stake holders The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bills of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans. The Consultants after adequate interaction and discussion will finalize the PDR or DPR incorporating therein all such relevant comments and suggestions as expressed by the stake holders. Under this task the Consultant is required to do the following:

- Review of the existing PDR or Detailed Project Reports(DPRs)if available with City/State;
- Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Smart City/SPV. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any market rate by proper rate analysis carried out through market enquiry;
- Identify the possibility of private / public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- For each sub project based on the approved frame work the following shall be included in the DPRs:
  - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
  - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
  - Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
  - Prepare environment management plan (EMP) and mitigation measures:
  - Preparation and implementation of resettlement plans, if any
- Prepare PDR or DPR including technical specifications, Contract drawings, bills of quantities and above aspects;
- Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- Preparation of strategy and action plan for IEC program including public participation;
- Assist SPV in second Stage consultation for each module (group of Sub projects), as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
- In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also

prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

The PDR or DPR and related documents for the Project must conform to the requirements of the guidelines and procedures of the government and shall include the following:

- Project Proposal
- Project Evaluation Criteria
  - General information: To include basic technical design, institutional arrangements
  - Estimated Project Cost
  - Project Revenue
  - Estimated Project Benefits and Costs
    - a. Financial
    - b. Economic
  - Risk Allocation Matrix
  - Project and Financing Milestones
- Economic and financial analyses,
- Environmental Management Plan
- Location map
- Preliminary design, specification of works and materials
- Engineer's Estimate in the BOQ format, as necessary
- At this stage consultant should also suggest / propose component different suitable procurement options for proposed projects/module under the respective component.

# 7.5.5. Activity 5: Bid Process Management (preparation of Bid documents and award of contract)

Based on discussions with all stakeholders and approval from SPV Smart City, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines. Under this task the Consultant is required to do the following:

- Assist Smart City/SPV in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
- Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of

- quantities, etc. for all modules in close coordination with the Smart City/SPV.
- The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing( if applicable), design, construction, and O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.
- Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).

# 7.5.6. Activity 6: Construction Supervision and Contract Management and Project Administration

- Shall carry out all the works as per the scope of the works under ABD and smart solution projects to the satisfaction of the Smart City/SPV
- Shall submit monthly & quarterly progress report in the acceptable format to the Smart City/SPV.
- 7.5.7. The estimated time duration for the consultancy services is 3( Three) years out of which 6-12 months period is for the activity 1 to activity 5 and 36-42 months period for activity 6. The period of activity 6 is extendable up to the Smart City Mission (SCM) period with mutual consent.
- 7.5.8. The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule.
- 7.5.9. The Consultant shall submit the reports for activity 1 to activity 5 in 3 (three) hard bound copies and one soft editable and pdf format and for activity 6 in 1(one) hard bound copy and 01 (one) soft editable and pdf format.

# 7.5.10. Time Schedule and activity wise Deliverable

The Activity wise time schedule shall be as follows

i ne Act	vity wise time schedule shall be as follows	
S No.	Activity wise Deliverable	Time period (T <sub>0</sub> date of signing of Contract) and T <sub>1</sub> is the date of appointment of implementing agency
1	Activity 1: Mobilization	T <sub>0</sub> + 1 month
2	Activity 2:  a) For ABD Modules: submission of Data Collection Situation Analysis Report for Modules and its acceptance& approval by the Smart City/SPV  b) For Smart Solution Module: Submission of Business Reengineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance& approval by the Client	T <sub>0</sub> + 2-3 Months
3	Activity 3 For ABD and Smart Solution Modules: Validation Study and Feasibility Study Report and its acceptance& approval by the Smart City/SPV	T <sub>0</sub> + 4-5 Months
4	Activity 4 For ABD and Smart Solution Modules: Submission of PDR or DPR (as required)and its acceptance& approval by the Smart City/SPV	T <sub>0</sub> + 6 Months
5	Activity 5 For ABD and Smart Solution Modules: Submission Bid Documents and its acceptance&	T <sub>0</sub> + 8 Months

	approval by the Smart City/SPV					
6	Time Line (out of total n modules)  Q1 - T0+3months Q2 - T0+6months Q3 - T0+9months Q4 n All T0+12months modules  The time period may be extended for another 6months as per the requirement of the module(s) by the SPV for completion of the assignment up to activity 5.		T0+3months T0+6months T0+9months T0+12months  extended for the ule(s) by the			
7	Activity 6 Construction supervision and contract management			n and contract		
	For ABD Modules				T <sub>1</sub> + 24 Months	
	For ABD Modules  For Smart Solution Module Including the following during implementation period  a) Submission & acceptance of User Acceptance Test (UAT) Reports  b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s)  c) Submission & acceptance of "Go-Live" Report			during ceptance of Test (UAT) tandardization lity Certification te(s) ceptance of	T <sub>1</sub> + 24 Months For a, b, and c : 2-4 (two-four) Months during implementation by System Integrator (SI)	

In addition to above, the consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues related to assignment during the month.

# Section 8. Standard Form of Contract (Attached Separately)