

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No: Roc.No.6209/2015/E1-Modern Bus Shelters

LCS

Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City

Client:

Vellore Smart City Limited (VSCL)
Regd. Office No. 1, Infantry Road,
Corporation Main Building,
Tamil Nadu 632001, India
Phone No: 0416-2220578,
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TABLE OF CONTENTS

Section 1. Letter of Invitation	3
Section 2. Instructions to Consultants and Data Sheet	4
A. General Provisions	4
B. Preparation of Proposals.....	7
C. Submission, Opening and Evaluation	9
D. Negotiations and Award.....	12
E. Data Sheet.....	14
Section 3. Technical Proposal – Standard Forms	21
Section 4. Financial Proposal - Standard Forms.....	35
Section 5. Eligible Countries	39
Section 6. Policy – Corrupt and Fraudulent Practices	41
Section 7. Terms of Reference.....	43
Time-Based Form of Contract	50
I. Form of Contract	53
II. General Conditions of Contract.....	55
III. Special Conditions of Contract	71
IV. Appendices	77
Appendix A – Terms of Reference	77
Appendix B - Key Experts.....	77
Appendix C – Remuneration Cost Estimates.....	77
Appendix D – Reimbursable Expenses Cost Estimates.....	80
Appendix E - Form of Advance Payments Guarantee.....	81

PART I

Section 1. Letter of Invitation

RFP No. Roc.No.6209/2015/E1-Modern Bus Shelters

30.10.2017

Vellore

1. The Government of Tamil Nadu has proposed to implement various projects under Smart Cities Mission in Vellore Smart Cities through the Special Purpose Vehicles [SPVs] namely Vellore Smart City Limited. The Vellore Smart City Limited (Client) has planned for Development of Modern Bus Shelters under PPP mode in Vellore Smart City.
2. *The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): for Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City. More details on the Services are provided in the Terms of Reference (Section 7).*
3. This Request for Proposals (RFP) is open for **all** eligible and qualified firms that possess the requisite qualifications and experience.
4. A firm will be selected under Least Cost Selection (LCS) procedures and would be required to submit a Full Technical Proposal in a format as described in this RFP, in accordance with the policies of the Government of India and Tender Transparency Act, Government of Tamil Nadu.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 – Pre-qualification – Standard Forms
Section 4 - Technical Proposal - Standard Forms
Section 5 - Financial Proposal - Standard Forms
Section 6 –Eligible Countries
Section 7 –Policy – Corrupt and Fraudulent Practices
Section 8 - Terms of Reference
Section 9 - Standard Forms of Contract

Yours sincerely,

Managing Director
Vellore Smart City Limited

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (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 Guidelines” means the policies of the Government of India under Smart City, Government of Tamil Nadu (Tender Transparency Act) and other applicable laws governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “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).
- (g) “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.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant
- (j) “Government” means the government of the Client’s country.
- (k) “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.
- (l) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (q) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

- (r) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (s) “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.
- (t) “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

2.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.

2.2 Consultants are invited to submit a Pre-qualification, Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Client.

3.2.1 Without limitation on the generality of the foregoing, 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 Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the

Consultant for the same or for another Client.

- 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 **Data Sheet** 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 and Fraudulent Practices** 5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.
5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the 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.
- 6. Eligibility** 6.1 The Client permits consultants (individuals and firms) from all countries to offer consulting services for this project.
6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in the Applicable Guidelines.
6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
- a. Sanctions** 6.3.1 A firm or an individual sanctioned by the Government of India or any other State Government within India shall be ineligible to be awarded this contract, or to benefit from any subsequent work under this contract.
- b. Prohibitions** 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country;; or
(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c. Restrictions for Government-owned Enterprises** 6.3.3None.
- d. Restrictions for public employees** 6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the India , and they
(i) are on leave of absence without pay, or have resigned or retired;
(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring
(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in India, whichever is longer.

Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

- 7. **General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept 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 **Data Sheet**.
- 10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).
10.3 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** 11.1 The Consultant shall submit only one Proposal (refer Data Sheet).
- 12. **Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.
12.2 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.
12.3 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.
12.4 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.
12.5 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.
12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the

a. Extension of Validity Period

b. Substitution of Key Experts at Validity

- Extension** substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal may be rejected.
- 12.9 The Consultant shall not subcontract the whole of the Services.
- c. Sub-Contracting**
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 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 Sub-consultants, it may do so.
- 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. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
- 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**.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 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 **Data Sheet** 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 **Data Sheet**.
- a. Price Adjustment**
- 16.2 A price adjustment is not possible for this assignment.
- 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 **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.
- c. Currency of Proposal**
- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, 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 in which the payment is requested in the Proposal.
- C. Submission, Opening and Evaluation**
- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” 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.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**.”
- 17.6 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 with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data

Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award 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.

18.2 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, and may be subject to the application of prevailing Client’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant 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 **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall

be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

22. Financial Proposals for QBS

22.1 Not Applicable.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is complete, The Client shall 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 **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Client.

24. Correction of Errors

24.1 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

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance

- with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 Not Applicable
- b. Fixed-Budget Selection(FBS)** 27.2 Not Applicable
- c. Least-Cost Selection** 27.3 Applicable

D. Negotiations and Award

- 28. Negotiations**
- 28.1 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.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.
- a. Availability of Key Experts** 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity or the expert leaving the organization, or subsequently withdrawing concurrence given. 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 negotiations** 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial negotiations** 28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.
- 28.6.1 – Negotiations will be held as per the procurement guidelines of Tamil Nadu Transparency in Tenders Act, 1998 and RULES 2000 as amended from time to time.
- 29. Conclusion of Negotiations** 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the

Client shall terminate the negotiations informing the Consultant of the reasons for doing so. 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.

30. Award of Contract

30.1 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 Consultants through the website or standard electronic or written means.

30.2 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

A. General	
ITC Clause Reference	
1 (c)	<i>India</i>
2.1	Name of the Client: Vellore Smart City Limited Method of selection: Least Cost Selection
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 15.11.2017 Time: 4:00PM Address: Vellore Smart City Limited, Municipal Corporation Building Vellore – 632 001 Tamil Nadu, India Phone No: 0416-2220578 E-mail: commr.vellore@tn.gov.in Contact person: The City Engineer, Vellore Corporation
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Site details of locations identified for Modern Bus Shelters
B. Preparation of Proposals	
2.5	This RFP has been issued in the English language. Proposals shall be submitted in English language All correspondence exchange shall be in English language.
2.6	The Proposal shall comprise the following for each packages: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH – 2 (4) TECH -2A (5) TECH – 2B (6) TECH – 3

	<p>(7) TECH – 3A (8) TECH -3B (9) TECH – 4 (10) TECH – 5 (11) TECH – 6 (12) ANNEXURE (13) Meeting with all the conditions of the Pre-Qualification requirements.</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN- 1 (2) FIN – 2 (F) FIN - 3</p>
2.7	<p>Statement of Undertaking is required Yes</p>
2.8	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>
2.9	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</p>
2.10	<p>Clarifications may be requested no later than one week prior to the submission deadline. The contact information for requesting clarifications is: As above</p>
2.11	<p>Consultants may associate with other Consultants (JV) : No</p>
2.12	<p>Estimated input of Key Experts’ time-input: 4 months</p>
2.13 for time-based contracts only	<p>Not Applicable</p>
2.13 (a)	<p>The Tender Scrutiny Committee as a whole will evaluate the Pre-Qualification proposals / Forms on the basis of their audited turnover, experience, projects executed, project experience, qualification and experience of key personnel, applying the evaluation criteria specified</p> <ol style="list-style-type: none"> 1. Be a registered company (under the Indian Companies Act) operating in India for at least the past 5 years. <i>Please attach a copy of the Registration Certificate.</i> 2. Have an average annual turnover of Indian Rupees Five Crores for each of the past three audited Accounting Years (2014-15, 2015-16 and 2016-17). <i>Please attach a certificate from the Chartered Accountant.</i> 3. Have a Positive Net Worth for the past three audited accounting years (2014-15, 2015-16 and 2016-17). <i>Please attach a certificate from the Chartered Accountant.</i> 4. Should not hold any sanction / black-listing by any government / quasi

	<p>government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.). The applying firm should not have been sanctioned / black-listed during the past 5 years (even if the sanction / black-list was subsequently withdrawn). <i>Please attach a self-declaration stating the above.</i></p> <p>5. The Consultancy firm having the experience in Transaction advisory services for bus shelters during last seven years. Please attach relevant credentials like work orders/agreement copies/completion certificates.</p> <p>6. Consortium not allowed</p> <p>7. EMD</p> <p>Applying firms are required to provide documentary evidence of meeting all the above requirements. Self-certifications for the above are acceptable (except S.No.5). Eligible firm’s proposals will only be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.</p>
2.13 (b)	<p>An EMD of INR. 30,000/- (Indian Rupees Thirty Thousand only) in the form of DD or BG from a Nationalized bank in India and drawn in favour of the Vellore Smart City Limited and payable at Vellore, must be submitted along with the Proposal.</p> <p>The Earnest Money Deposit of the successful consultant will be discharged when the Consultant furnishes the required Security Deposit and signs the Agreement and will be refunded (without interest) after the successful completion of the assignment. The EMD of unsuccessful bidders will be returned. The Earnest Money Deposit may be forfeited:</p> <ul style="list-style-type: none"> ▪ If the consulting firm withdraws the tender after Tender opening during the period of validity of the tender. ▪ If the consulting firm withdraws the Tender after the issue of Letter of Intent (LoI) of this Tender. ▪ In the case of a successful consulting firm, if the consulting firm fails within the specified time limit to: <ul style="list-style-type: none"> ○ furnish the required security deposit or sign the Agreement ○ accept the Letter of Intent ▪ if the consulting firm has furnished incorrect information on qualification and experience.
2.14	The format of the Technical Proposal to be submitted is: FTP
2.15	A price adjustment provision applies to remuneration rates: No
2.16	“Information on the Consultant’s tax obligations in the Client’s country can be found with Government of India.
2.17	The Financial Proposal shall be stated in the following currencies: Indian Rupees.

C. Submission, Opening and Evaluation				
2.18	The Consultants shall not have the option of submitting their Proposals electronically.			
2.19	The Consultant must submit for each package: (a) Technical Proposal: one (1) original and 1 copy; + Electronic Copy in a CD / DVD / Pen Drive. (b) Financial Proposal: one (1) original.			
2.20 and 2.21	The Proposals must be submitted no later than: Date: 14.12.2017 Time: 15:00 Hrs. Address: Vellore Smart City Limited, Municipal Corporation Building, Vellore – 632 001 Tamil Nadu, India Phone No: 0416-2220578 E-mail: commr.vellore@tn.gov.in Contact person: The City Engineer, Vellore Corporation			
2.22	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Same as the Proposal submission address” Date: 14.12.2017 Time: 15:30 Hrs.			
2.23	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A			
2.24 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:			
	S.No.	Details of Experience	Sub Criteria	Score
	1	Experience in Transaction Advisory services for transport sector projects such as bus shelters in the last 7 years.		20
	2	Key Experts		80
		Team Leader – PPP Expert	20	
		Architect	20	
		Finance Specialist	20	
		Quantity Surveyor / Contract specialist	10	
		Project Engineer (Structural design)	10	
		Total Marks		100

	<p>For all the above positions: General qualifications (education, training, and experience): 25% Adequacy for the Assignment (relevant experience in the sector/similar assignments): 75% Total weight 100% Total points for the criteria: 100 The minimum technical score (St) required to pass is: 70%</p>		
S.No	Name of the Expert	Qualification	Experience & Job Responsibility
01	Team Leader – PPP Expert	B.E civil engineering with MBA or CA or Post graduate in Transportation/ Town planning	Minimum 10 years of specific project experience. Job responsibilities: He/ She will lead, coordinate and supervise the multidisciplinary team, will guide the team in arriving at solutions within the constraints specified in the TOR. Assisting the VSCL in all matters related to the project.
02	Architect	Masters in Architecture (M.Arch)	Minimum 5 years of experience in analyzing site condition, infrastructure planning and designing of infrastructure requirements and support Services. Job responsibilities: He/ She will be responsible for preliminary designing and layout planning and preparation of indicative Bill of Quantity.
03	Finance specialist	Post graduate in Finance or Chartered Accountant or MBA (Finance)	5 years in financial analysis and modelling/ structuring of infrastructure projects, especially in PPP model. Job responsibilities: He/ She will be responsible for financial analysis and Revenue modelling of the project and preparation of bid documents. Assisting the VSCL during the selection of operator
04	Legal advisor	Graduate in Law	Minimum 7 years of experience in Legal Advisory Services relating to infrastructure projects, especially in PPP model. Job responsibilities: He/ She will be responsible for preparation of bid documents, drafting the Concession Agreement for the project.
05	Project Engineer (Structural design)	Post Graduate in Structural engineering	Minimum 5 years of experience in preparing similar projects. Job responsibilities: He/ She will be responsible for structural design of the Projects.
The minimum technical score (St) required to qualify is: 70%			

2.25	An online option of the opening of the Financial Proposals is offered: No
2.26	<p>Quality and competence of the consulting service shall be considered as the paramount requirement. Technical proposals scoring not less than 70% of the total points (St) will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened after completing the technical selection process. The client shall notify the consultants, results of the technical evaluation and invite those who have secured the minimum qualifying mark for opening of the financial proposals indicating the date and time.</p>
2.28 (LCS only)	<p>Public Opening and Evaluation of Financial proposals</p> <p>After the evaluation of Technical Proposal is completed, the Client shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals.</p> <p>The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>The Consultancy Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.</p> <p>The Consultant who has bid the lowest amount (L1) will be invited for discussions/ negotiations / clarifications for the purpose of signing a Contract Agreement. Maximum one package will be awarded to a consultant. If the quote of a particular consultant is low in more than a package, right to select one package will be given to that particular consultant. The next L-2 consultant will be offered to work on the subsequent packages on the rate quoted by L-1 and if L-2 agrees to work on rate quoted by L-1 then work will be given to that bidder and this process will be repeated till the completion of allocation of packages on least cost basis.</p>
2.26	<p>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 a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
2.27	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</p> <p>The official source of the selling (exchange) rate is: State Bank of India Selling Exchange Rate on the Closing Date and Time of Submission of Bid.</p>

	<p>D. Negotiations and Award</p> <p>Negotiations normally take a day. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.</p> <p>Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.</p> <p>Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates, including the man month rates, tax liability and all cost, etc).</p> <p>The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.</p> <p>The Contract will be awarded after successful negotiations, with the selected Consultant as per the T.T Act 1998 and Rules 2000 thereupon.</p> <p>The successful bidder will be invited for signing agreement. The bidder is requested to furnish a Security Deposit at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank in India taken in favour of the “Vellore Smart City Limited”, Vellore valid for a period of 12 months. The same will be released on successful completion of all the works satisfactorily without any interest. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.</p>
2.29	<p>Expected date and address for contract negotiations: Date: TBD Address: As above.</p>
2.30	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Vellore City Municipal Corporation, TUFIDCO and CMAs website.</p>
2.31	<p>Expected date for the commencement of the Services: Date: TBD:</p>

Section 3. Pre-qualification Proposal – Standard Forms

[Letterhead of Consultant]

To

**The Managing Director,
Corporation Main Building,
Vellore – 632 001,
Tamil Nadu, India.**

Subject: Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City.

Sir,

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement dated [Date]. We are hereby submitting our Proposal for Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City.

The Proposal contains the following documents in separate sealed envelopes:

Pre-Qualification – original + 1 copy + CD
Technical Proposal – original + 1 copy +CD
Financial Proposal – original
Technical & Financial Proposal (in separate sealed cover)

CD containing editable copy (MS-Word) of Pre-Qualification and Technical Proposal only (Not financial proposal)

We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Pre-qualification – Standard Forms

4A. General

1. Name of the consulting firm
2. Consulting firm’s registered address in India
3. Consulting firm’s address for correspondence regarding this project, including phone numbers (mention city code), fax numbers and email addresses
4. Details of the authorized signatory of the consulting firm for communication regarding this project
 1. Name
 2. Designation
 3. Contact details of the authorized signatory
 4. Office Phone (Direct Line/ Extension) Number
 5. Fax Number
 6. Mobile Phone Number
 7. Email Id
5. Please mention the audited turnover of the Consulting Firm in the preceding three financial years (Lakhs INR)

1. FY 2014-15: _____ Lakhs. INR
2. FY 2015-16: _____ Lakhs. INR
3. FY 2016-17: _____ Lakhs. INR

The above statement should be duly certified by the Chartered Accountants).

4B. Experience of the Consulting Firm

1. Total Experience since the inception of firm (in years) :
2. Main line business :
3. Experience in consultancy (in years) :
4. Experience in consultancy in relevant field (in years) :

Certificate of Incorporation has to be attached

Section 4. 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.}

NOTE TO BIDDERS

The Bidders may note the following for preparation of the Proposal Documents

1. Standard A4 size paper should be used for printing and all pages must be serially numbered.
2. Font size should be at least 11 for any popular font. Please use paper judiciously and print on both sides.
3. As part of technical proposal, please ensure adherence of the page limit. The client will not read any additional pages of information submitted. Please attach any additional information as a separate documents / annexure.

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Consultant's Organization	10 Pages
TECH-2B	B. Consultant's Experience	20 Pages
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	3 Pages
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	25 Pages
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5 Pages Per CV
Annexure		
PQ Proposal	Pre-Qualification Proposal should be submitted as a part of the Technical Proposal covering the PQ requirements as specified in this RFP.	

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the Consultancy Services for Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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 meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (d) 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.
- (e) 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.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant :

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2

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. 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, and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed or awarded in the last 07 years.
2. Please list a maximum of 10 such assignments.
3. List only those assignments for which the Consultant was legally contracted by the Client as a company. 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.

Details of Contracts of Similar Nature and Complexity

Use a separate sheet for each contract.

Name of Bidder :	
Project Citation #:	
1.	Number of contract
	Name of contract
	Country
2.	Name of Purchaser
3.	Purchaser address
4.	Nature of Assignment and special features relevant to the contract for which the Bidding Documents are issued
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency
7.	Equivalent amount INR Total contract: INR_____ ; Subcontract: INR_____ ; Partner share: INR_____ ;
8.	Date of award/completion
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).
11.	Special contractual/technical requirements.
12.	Indicate the approximate per cent of total contract value (and US\$ amount).

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 and Methodology
- b) Work Plan
- c) Organization and Staffing}

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

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES



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

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

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

- 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 (22)working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.
- 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	

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

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for 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. Hbbbb, 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....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(The same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM (PACKAGE)

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment and package No] 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}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}
	Indian Rupees only
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) Service Tax in India	
(ii) {insert type of tax: e.g., VAT or sales tax}	
(iii) {e.g., income tax on non-resident experts}	
(iv)	
Total Estimate for Indirect Local Tax:	

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

FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	(Currency # 1- as in FIN-2)	(Currency # 2- as in FIN-2)	(Currency# 3- as in FIN-2)	(Local Currency- as in FIN-2)
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N*	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Section 5. 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

Section 6. Policy – Corrupt and Fraudulent Practices

“Fraud and Corruption

It is a requirement that consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a contract, and (ii) to be a nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a contract.

¹For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

Section 7. Terms of Reference

Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City

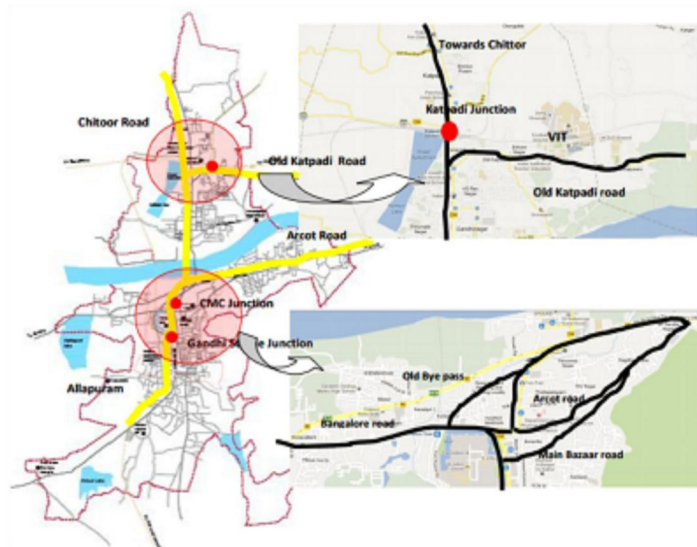
Vellore is geographically located at 12.92°N 79.13°E, 220m above the mean sea level. It is located about 145 kilometres west of the state capital Chennai and about 211 kilometres east of Bengaluru. The city lies in the Eastern Ghats region and Palar river basin.

The topography is almost plain with slopes from west to east. Vellore has four zones with totally 60 wards which covers an area of 87.73 Sq.km and has a population of 5.04 lakhs as per census 2011. Location of Vellore City



As of 2001, out of the total area, 69.88% of the land was developed and 31.12% of the city remained undeveloped. Out of the developed area, 55.76% was used for residential purposes, 8.34% for commercial, 1.58% for industrial, 3.3% for educational, 16.46% for public and semi public and 10.12% for transport and communication. The population density is not uniform: It is high in areas like Arugandhampooni and lower in the peripheral areas such as Poonthottam.

City Administration: Vellore is the headquarters of the Vellore District. The town was constituted as a third-grade municipality in 1866, promoted to first-grade during 1947, selection-grade from 1970 and a municipal corporation from 1 August 2008. Vellore City Municipal Corporation covers the erstwhile Corporation and two Municipalities i.e. Sathuvacheri and Dharapadaveedu, six Town Panchayats namely Katpadi, Gandhi Nagar, Allapuram, Thorapadi, Shenbakkam, Kalinjur and nine Village Panchayats viz Alamelumangapuram, Viruthampattu, Kangeyanallur, Virupatchipuram, Palavanchathu, Edyanchathu, Ariyur, Chitteri and Konavattam. Vellore City Municipal Corporation area spreads over an extent of 87.73 sq.km with a population of 5.04 lakhs as per census 2011. The Vellore municipal corporation has 60 wards and there is an elected councillor for each of those wards. Vellore Municipal Corporation is divided into four administrative zones of 15 wards each. The Zones are Dharapadaveedu, Sathuvachari, Vellore and Shenbakkam. The functions of the municipal corporation are devolved into six departments: general administration/personnel, Engineering, Revenue, Public Health, city planning and Information Technology (IT). All these departments are under the control of a Commissioner who is the executive head. The legislative powers are vested in a body of 60 members, one each from the 60 wards. The legislative body is headed by an elected Mayor assisted by a Deputy Mayor.



Regional Linkages & Connectivity: The National Highways passing through Vellore are NH 46 (Bangalore - Chennai road), NH 234 (Mangalore to Viluppuram) and NH 4 from Ranipet to Chennai and the Cuddalore-Chittoor. Vellore is connected with major cities in the states of Tamil Nadu, Andhra Pradesh and Karnataka. Vellore has three main railway stations: Katpadi junction, Vellore Cantonment and Vellore Town. The largest is Vellore-Katpadi Junction, which is a major railway junction on the Chennai-Bangalore broad-gauge line running to Chennai, Bangalore, Tirupati and Trichy.

Location of Educational Facilities: Vellore has become one of the top educational destinations due to the presence of India's top medical institute Christian Medical College & Hospital and best private technological institute VIT University. Vellore is the only city other than Delhi, Mumbai and Chennai to have two of the top ten premier educational institutions (CMC & VIT) in the country.



Location of Heritage Elements: Vellore ISKCON Temple, Vellore Fort, Government Museum, Science Park, VainuBappu Observatory, Amirthi Zoological Park, Religious Places like Jalakandeswarar Temple, Srilakshmi Golden Temple and Yelagiri Hill station are the among top tourist attractions in and around Vellore.

Vellore Fort is the most prominent landmark in the city. The fort houses a church, a mosque and a Hindu temple, the latter known for its carvings. The fortifications consist of a main rampart, broken at irregular intervals by round towers and rectangular projections. The main walls are built of massive granite stones, surrounded by a broad moat fed with water by subterranean pipes from the Suryagunta reservoir. It is administered by the Archaeological Survey of India. Vellore Fort has been declared a Monument of National Importance and is a noted tourist attraction.

Sri Lakshmi Temple, popularly known as Golden Temple, is a newly built temple and spiritual park in Thirumalaikodi, Vellore. It is approximately 8 km from the Vellore bus terminus. The temple covers an area of 100 acres and has been constructed by Vellore-based Sri NarayaniPeedam headed by SakthiAmma.

Location of Industries: Major employment in Vellore is provided by the leather industry, agricultural trading and industries in and around the city. Hundreds of leather and tannery facilities are around Vellore and nearby towns, such as Ranipet, Ambur and Vaniyambadi. The Vellore district is the top exporter of finished leather goods in the country. Vellore leather accounts for more than 37% of the country's export of leather and leather-related products.

Vellore has registered growth in the tertiary sector activities, with a corresponding decrease in the primary sector. Approximately 83.35% of the workforce is employed in tertiary sector comprising

transport, services and commerce. The secondary sector activities like manufacturing and household industry employs 13.52% of the workforce. Male workers participation (43.64%) is high compared to the female work participation (24.39%).

Landuse Growth in recent trends: Since the City has expanded its limits and has witnessed enormous growth in the past decades; ULB faces substantial pressure on Urban Public Services in Vellore including water supply and sewage, solid waste management and roads due to urbanization in the last decade. With a highly educated and literate workforce and being the top producer of finished leather goods in the country, the city has rich potential to emerge as a model city.

Importance of the Town: Vellore is well known for its rich history with the famous Vellore Fort (and the temple inside) built as early as 1500B.C. The world famous CMC hospital with 1800 bed and 2000 daily outpatients makes Vellore an internationally famous health center for more than a century now. The famous Golden temple is also located in Vellore Corporation limit in the Ariyur village. Daily thousands of devotees are visiting this temple on the way tour from Tirupathi. During Sabarimalai seasons thousands of Sabarimalai devotees are visiting this temple daily. The recently developed Vellore Institute of Technology and the Government Engineering College have made this Corporation a major education center for its hinterland. It is a major commercial center famous for the wholesale trade of Rice and Jaggery.

Project Background

In order to improve commuter facilities within the city, Vellore Smart City Limited is now intended to develop modern bus shelters under Smart City Funding.

Objective of the Project

To cope with increased demand for commuters' modern bus shelters will be implemented through Public Private Partnership (PPP) Basis at identified locations of Vellore City.

VSCL invites Request for Proposal (RFP) from reputed consultancy firms for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City.

The selected Transaction Advisory Agency is expected to provide a Team /Experts to work as a Consultant for VSCL and will have to assist VSCL in Project Development activities as directed by the Managing Director/his authorized representative.

Scope of Work:

A. The Broad scope of the Transaction Advisor provided by the TA Firm will be -

FEASIBILITY STUDY:

The objective of this task is to conduct a feasibility study to assess the revenue realisation potential for modernisation of existing bus shelters.

The Feasibility report would consist of the following –

- Conduct inventory survey of existing bus shelters
- Handholding VSCL in day-to-day activities of identified PPP/Development projects.
- Propose 3 conceptual plans for modernisation of bus shelters.
- Identifying the possible new locations/ retrofitting existing bus shelters in vellore city for development of Modern Bus Shelters and prepare feasibility reports, submission of reports to Government, bidding, evaluation etc. in transparent way.

- Based on the above, plan and design for bus shelter with minimum of three design options.
- Assessment of Revenue generating potential by conducting market survey
- To conduct necessary geotechnical investigations, topo surveys, utility mapping, area profiling, etc., for the identified locations as per relevant IS / IRC / MORTH requirements. The outputs shall be provided as part of the Feasibility report stage in an editable format.
- To prepare necessary 3D views based on the proposals formulated for a minimum 3 minutes' time line.
- To conduct necessary stakeholders' consultation and to make presentation on the project proposal for public opinion as per the requirement of Vellore Corporation during Feasibility Report. The cost for stakeholders' consultation shall be borne by the consultants.
- Transparent selection of developers & operators for revenue maximization.
- Transparent Selection of Service Providers, O&M Operators, Contractors etc., for better management and effective cost of operations to VSCL, where ever there is a possibility.
- Act as a project management agency to advice VSCL from time to time on all matters related to the above.
- Based on the demand and costing a preliminary revenue model to be generated to structure the project (development fee, revenue share etc.,).
- Approval from VSCL for the above.
- Assessment of various options like commercial space, other possible revenue generation avenues to improve the financial viability of the project.

PROTECT STRUCTURING:

Based on the outputs of feasibility study and for finalizing suitable project structure, optimal risk allocation to the stakeholders including the operator, government agencies and users needs to be ascertained,

- 1) An evaluation of the various options of contractual structures including analysis of the merits and demerits of each of them,
- 2) Based on the analysis and discussions with the client, a suitable option needs to be recommended.
- 3) The principles of contracting, detailing the roles and responsibilities to be formulated based on the approved project structure

PREPARATION OF BID DOCUMENTS & CONCESSION AGREEMENTS:

The design and preparation of bid documents to procure the services of an experienced private sector operator will be based on a transparent tendering process.

- i. The project specifications should be first analyzed to list down the key technical and financial capabilities required from the operator. This would be assimilated to formulate the eligibility criteria for selection of an operator,
- ii. Finalization of the selection criteria. The selection process would be either a single stage process or a 2 stage,
- iii. Preparation of the bid documents based on the approved project structure that would comprise of the request for proposal and the draft contract agreement,
- iv. The schedule for the bidding process after discussions with VSCL.

BID PROCESS MANAGEMENT:

Upon approval of the bid documents, assist VSCL in the bid process management in accordance with the bid documents for identification of the successful bidder. The activities would be as:

- i. Assist VSCL in drafting the advertisement to be published in newspapers to ensure wide circulation and capture the attention of target potential operators.
- ii. Explain the potential operators / contractors & highlight the salient features of the project and invite greater participation from them during the pre-bid meeting.

- iii. Assist VSCL during pre-bid meeting with the potential bidders to address the pre-bid meeting queries if any.
- iv. Evaluate the proposals received from the interested bidders strictly as per the terms stipulated in the bidding documents.
- v. In consultation with VSCL, shortlist the bidders who qualify as per the evaluation & preparation of a detailed report.
- vi. Attend the opening of financial proposals and prepare a final evaluation report and recommendation for award

NEGOTIATIONS AND SIGNING OF AGREEMENT:

Assist VSCL in negotiating with the selected bidder, if required, based on the proposal submitted. Preparation of a draft of the notice of award to be issued to the successful bidder.

Preparation of Concession Agreement to be entered into between VSCL and the successful bidder based on the proposal and modifications if any agreed to during negotiations.

B. The above scope of work is detailed as below:

- 1) Review of the current situation & fixation of Services levels.
 - a. Necessary surveys as detailed in feasibility study
 - b. Market Survey
 - c. Preparation of indicative (conceptual) drawing
 - d. Finalizing the scope for the developer
 - e. Financial Model & packaging of the project
- 2) Finalizing the facilities & infrastructure needed to be provided by the selected developer.
- 3) Preparation of bid document, concession agreement and bid process management
 - a. Assistance to VSCL in Pre-Bid Conference with the prospective developers,
 - b. Evaluation of Technical & Financial proposals
 - c. Evaluation of tender & assistance to VSCL in selecting the bidder
 - d. Finalization of Draft Concession Agreement
 - e. Draft of the letter of Notice of Award.
- 4) Advice VSCL regarding conditions precedent to financial closure.
- 5) All the necessary advisory inputs to ensure completion of bidding process.
- 6) To follow Government of India guidelines, National Building code, DCR, Instruction issued by Govt. of Tamil Nadu for preparation of Bid Document.

VSCL expects that the selected TA consultant to advice to in accordance with the model PPP documents of Planning Commission, Government of India, TNIDB including any other applicable guidelines of GoI and GoTN.

The TA consultant is also expected to protect the interests of VSCL and Government and specifically address the concerns based on the experiences from the auditing by Comptroller and Auditor General (CAG), etc on similar PPP and other such projects.

The consultant is expected to have initial understanding of the project by undertaking inception meetings with the authority and other key stakeholders to identify facilities.

- Study the relevant guidelines, schemes of GoI and/or GoTN for their applicability for the proposed projects and also identify any subsidies/ grants, etc. for the proposed project.
- Review available literature, develop concept and identify broad project components and corresponding area requirements and broad estimates.
- Develop approach and methodology along with proposed timelines (based on the initial assessment) to undertake the project development till developer selection.

The consultant responsibility would include:

a) Data

The details given in the technical conditions and specifications taken in conjunction with the study should be reasonable. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also on the basis of assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

b) Project Site Survey and Analysis

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by Government but updated to reflect actual market conditions. The Tamil Nadu Urban Finance and Infrastructure Development Corporation as well as the local body concerned shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project designs and estimates. The consultant shall be fully responsible for the same.

c) Survey

The consultant shall be responsible for all surveys and investigations.

Deliverables and Time/ Payment Schedule

The total duration for preparation of Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelter on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City shall be completed in 4 months, including the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. The following time schedule/payment schedule is proposed:

Sl. No.	Stage Report	Duration	Payment percentage
i)	Inception Report	2 weeks from the date of signing of agreement with TA	10%
ii)	Submission of Techno- Economic Feasibility Report	6 weeks from the date of signing of agreement with TA	20%
iii)	Submission of Note on Project Structuring	7 weeks from the date of signing of agreement with TA	10%
iv)	Submission of Request for Proposal (RFP) & Concession Agreement documents	9 weeks from the date of signing of agreement with TA	20%
v)	Submission of EOI cum RFP Evaluation Report	Within 2 weeks of the receipt of EOI cum RFP documents from the tenders.	15%
vi)	Submission of Final Concession Agreement & Notice of Award documents	Within 1 Week of completion of the selection of bidder & conclusion of negotiations	25%

The consultant to submit five hard copies of all the above deliverables with the editable format in soft copy.

The Consultant will be required to make a presentation before the Consultancy Evaluation & Review Committee (CERC) within a week of submission of each of the above reports. The observations/suggestions of CERC will be incorporated in the next stage of submission.

The payment will become due on approval of the stage reports and on raising of bills/ invoice by the consultant after the approval of the stage report. The processing time of the payment will be 20 days for final payment and 10 days for all other payments.

The consultant should provide deliverables in the format as per the requirement of VSCL/ CMA /TUFIDCO.

Procedure for Monitoring & Review of the Assignment and Tender Scrutiny Committee

The Consultant's work will be monitored and reviewed by a Consultancy Evaluation and Review Committee (CERC) under the Managing Director, Vellore Smart City Limited, Government of Tamil Nadu. The composition of the Committee will be as follows:

i	Managing Director, Vellore Smart City Limited	Chairman
ii	Representative from Commissionerate of Municipal Administration	Member
iii	Representative from State Mission Directorate (TUFIDCO)	Member
iv	Other members as prescribed by Board/MD, VSCL	Member

The consultants shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This will be followed by a presentation to the CRC within a week, wherein, the CRC members shall give their comments and suggestions in the form of feedback. Subsequently, the consultant will incorporate all such comments and suggestions in their next stage report.

6. General

- i) The details about the methodology and data outputs in respect of consultancy should be worked out in the bid offer by the consulting firm.
- ii) All data collected by the Consultant shall be made available to the Client in proper organized format and this data shall remain the property of the Client.
- iii) The data collected and the research results of the Consultancy shall not be divulged to other agencies without the explicit approval of the Client.
- iv) All reports should be submitted in hard and soft copy. Reports should be in Microsoft Word format, maps and drawings should be in the compatible format available with the Client.

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name: Selection of Transaction Advisor (TA) for Techno-Economic Feasibility Study and Bid Process Management Services for Selection of Private Entity for Development of Modern Bus Shelters on Public Private Partnership (PPP) Mode at Various Locations in Vellore Smart City

Contract No. _____

between

The Managing Director,
Vellore Smart City Limited (VSCL)
Corporation Main Building
Vellore – 632 001
Tamil Nadu, India

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Vellore Smart City Limited, Tamil Nadu* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has applied for a grant from the Government of India under Smart City towards for Vellore toward the cost of the Services and intends to apply a portion of the proceeds of this to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of The Managing Director, Vellore Smart City Limited.,

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under the rules of Government of India and Government of Tamil Nadu.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Client’s country.
- (l) “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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “Local Currency” means the currency of the Client’s country.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (s) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship

2.1. Nothing contained herein shall be construed as establishing a

- between the Parties** relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 9. Corrupt and Fraudulent Practices** 10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Client.
- B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
- 10. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 11. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 12. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

- 13. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 14. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 15. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the

time during which such Party was unable to perform such action as a result of Force Majeure.

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

17. Suspension

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

18. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive

practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant** 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations** 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe

and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

20. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or

non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

21. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

22. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

23. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

24. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)

25. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

26. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential

and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

27. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

A. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

28. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

29. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

30. Approval of

31.1 If during execution of the Contract, additional Key Experts are

- Additional Key Experts** required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 31. Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 32. Replacement/ Removal of Experts – Impact on Payments**
- 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 33. Working Hours, Overtime, Leave, etc.**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.
- 34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.
- E. OBLIGATIONS OF THE CLIENT**
- 34. Assistance and Exemptions**
- 35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (c) Issue to officials, agents and representatives of the Government all

such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

35. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

36. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

37. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

38. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is

consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

39. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

40. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

41. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

42. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

43. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

44. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) Deleted

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for

expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

45. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

46. Good Faith

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

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

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

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

48. Dispute Resolution

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

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

II. General Conditions

Attachment 1: Policy – Corrupt and Fraudulent Practices

“Fraud and Corruption

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures⁶, including by publicly declaring such firm ineligible, either indefinitely or for a stated

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Client staff and employees of other organizations taking or reviewing selection decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ 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.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

period of time: (i) to be awarded a Client contracts, and (ii) to be a nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a contract for the Client.

⁶ A firm or an individual may be declared ineligible to be awarded a contract upon (i) completion of the sanctions proceedings as per its sanctions procedures,

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : The Managing Director, Vellore Smart City Limited Attention : _____ Facsimile : _____ E-mail (where permitted): _____</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> The Name of consultant is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The Managing Director, Vellore Smart City Limited For the Consultant: <i>[name, title]</i> _____</p>
11.1	N/A
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 15 days</p>
13.1	<p>Commencement of Services:</p> <p>The number of Months - 4</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be – 4 Months</p>

21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of total ceiling amount of the Contract</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country.</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country;</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

41.2	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
43.1 and 43.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
44.1	<p>The currency of payment shall be the following: <i>Indian Rupees</i></p>
45.1(a)	<p>NA</p>
45.1 (b)	<p>Itemized Invoices are to be presented every month.</p> <p>The Personnel Costs and the Support Costs shall be paid every month and be based on the attendance of the personnel.</p> <p>Other payments shall be made on successful submission of the deliverables.</p>
45.1(e)	<p>The accounts are:</p>

	for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> .
46.1	The interest rate is: <i>Savings Bank Rate followed by the State Bank of India.</i>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>The Managing Director, Vellore Smart City Limited</i>, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Managing Director, Vellore Smart City Limited</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Managing Director, Vellore Smart City Limited, Government of Tamil Nadu</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>The Managing Director, Vellore Smart City Limited, Government of Tamil Nadu</i>, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

	<p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai, Tamil Nadu, India;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals the average number of working days of the Client employees. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”

**Model Form I
Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client’s Country									

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

APPENDIX E - FORM OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

{Guarantor letterhead or SWIFT identifier code}

Format of Performance Security Deposit Bank Guarantee

(To be stamped in accordance with Stamp Act If any, of the Country of the issuing Bank)

Bank Guarantee No.....

Date.....

To

In consideration of Vellore Smart City Limited (VSCL) acting on behalf of the Government of Tamil Nadu (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Intent no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the “Agreement Consultancy services for and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim

under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *** **) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 90 days after the date of this Guarantee)].

For ...

Name of Bank:

Seal of the Bank:

Dated, the day of, 2017