



Nashik Municipal Smart City Development Corporation Limited (NMSCDCL)

REQUEST FOR PROPOSAL

RFP No.: 02/2017/NMSCDCL/Nashik

Particulars	Details
Authority	Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), Nashik, Maharashtra, INDIA
Project Name	Smart City Proposal Implementation in Nashik City
Assignment Name	Appointment of Project Management Consultant (PMC) for assisting NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal of Nashik.
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DISCLAIMER

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

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

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

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

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

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

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

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

Section 1. Letter of Invitation

02/ March /2017

RFP No. _____;

Project Name: Smart City Proposal Implementation in Nashik City.

Name of the SPV : Nashik Municipal Smart City Development Corporation Limited

Title of the Consulting Services: Appointment of Project Management Consultant (PMC) for assisting NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal of Nashik

Dear Mr. /Ms.:

1. The Nashik Municipal Smart City Development Corporation Limited (hereinafter called "Authority") is implementing Smart City Proposal in Nashik City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Appointment of Project Management Consultant (PMC) for assisting NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal of Nashik City. More details on the Services are provided in Section 8. Terms of Reference.
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality and Cost Based Selection method (QCBS) and in a Proposal format as described in this RFP.
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through e-tendering process as described in the RFP.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the

specifications of the terms to be supplied are not complied with RFP

8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.

9. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants and Data Sheet

Section 3 – Qualification Documents & Technical Proposal - Standard Forms

Section 4 – Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7 – Miscellaneous

Section 8 – Terms of Reference

Section 9 – Standard Forms of Contract

Yours sincerely,

Director
Nashik Municipal Smart City Development Corporation Limited
Nashik, Maharashtra, India
Pin- 422001

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<p>(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.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.</p> <p>(c) “CBUD” means Capacity Building for Urban Development</p> <p>(d) “CEO” means the Chief Executive Officer of the Nashik Municipal Smart City Development Corporation Limited.</p> <p>(e) “Client” means Chief Executive officer of Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(f) “Consultant” means a legally-established professional consulting firm or an entity who submit their proposal that may provide or provides the Services to the Client under the Contract.</p> <p>(g) “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).</p> <p>(h) “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.</p> <p>(i) “Day” means a calendar day.</p> <p>(j) “Director” means Commissioner, NMC for this RfP</p> <p>(k) “Personnel” means, collectively, Key Personnel, Non-Key Personnel, or any other personnel of the Consultant).</p> <p>(l) “GOM” means the Government of Maharashtra</p>
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	<p>(m) "Gol" means the Government of India.</p> <p>(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) "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.</p> <p>(p) "NMSCDCL " Nashik Municipal Smart City Development Corporation Limited</p> <p>(q) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.</p> <p>(r) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.</p> <p>(s) "MoUD" means Ministry of Urban Development</p> <p>(t) "Module" means group of projects</p> <p>(u) "Non-Key Expert(s)" means an individual professional and support staff 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.</p> <p>(v) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(w) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(x) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p>
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	<p>(y) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(z) “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.</p> <p>(aa) “SPV” means Special Purpose vehicle which is Nashik Municipal Smart City Development Corporation Limited.</p> <p>(bb) “TORs” (this Section 8 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.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating (except financials) and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Consultants’ expense. If any such pre-bid meeting is organized, a maximum of two personnel can attend the meeting on behalf of each Consultant</p> <p>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.</p>
<p>3. Conflict of Interest</p>	<p>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.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its</p>

	<p>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 Nashik Municipal Smart City Development Corporation Limited.</p> <p>a. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> 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) <u>Conflict among consulting assignments:</u> a Consultant (including its Personnel 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.
c. Conflicting relationships	(iii) <u>Relationship with the Client’s staff:</u> a Consultant (including its Personnel and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data

	<p>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.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Personnel, 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.</p>
<p>6. Eligibility</p>	<p>6.1 The Client permits consultants (firms from all countries) to offer consulting services.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.</p>
<p>B. Preparation of Proposals</p>	
<p>7. General Considerations</p>	<p>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.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>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.</p>
<p>9. Language</p>	<p>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.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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</p>

	<p>country’s laws against fraud and corruption (including bribery).</p> <p>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).</p>
11. Only One Proposal	11.1 The Consultant shall submit only one Proposal, either in its own name or as a part member of a consortium. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> <p>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.</p>
a. Extension of Validity Period	<p>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.</p> <p>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 Personnel.</p> <p>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.</p>
b. Substitution of Key Personnel (Expert Pool, Resource Pool and Deputy Team Leader) at Validity Extension	12.7 If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the 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,

	<p>however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>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 will be rejected by the Client.</p> <p>12.9 The replacement of the consultant during the project duration shall be as indicated in the Data Sheet.</p>
<p>c. Sub-Contracting</p>	<p>12.10 The Consultant shall not subcontract part or whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Pre-bid meeting. 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 upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client’s website. 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:</p> <p>a) 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 amendments shall be uploaded on the client’s website and will be binding on them. The Consultants shall update themselves by visiting the client’s website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.</p> <p>b) 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.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>a) The Client may indicate in the Data Sheet the estimated Key Personnel’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p>

	<p>b) 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 Personnel, 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.</p> <p>c) For assignments under the Fixed-Budget selection method, the estimated Key Personnel' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Qualification Documents, Technical Proposal Format and Content	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Personnel. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>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.</p>
16. Financial Proposal	<p>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 Personnel and Non-Key Personnel, (b) reimbursable expenses indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2 For assignments with a duration exceeding 48 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
b. Taxes	<p>16.3 The Consultant and its Sub-consultants and Personnel 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.</p>
c. Currency of Proposal	<p>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</p>

	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 of client’s country.
17. Earnest money Deposit (EMD)	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Bank Guarantee (BG) drawn in favour of the client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p> <p>17.5 The EMD of the successful bidder would retained by the Authority as part of Performance Security. The successful bidder shall provide additional amount equal to the difference between the EMD and the Performance Security as Performance Security.</p>
18. The EMD shall be forfeited by the Client in the events	<p>18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</p> <p>18.2 If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.</p> <p>18.3 If the consultant tries to influence the evaluation process.</p> <p>18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
19. Bid documents and Processing Fees	<p>19.1 All consultants are required to pay amount as indicated in the Data Sheet towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> a. Bid Documents and Bid Processing fee shall be paid online and receipt of the same shall be submitted along with qualification document. b. The Bid Documents fee and Bid Processing Fee is Non-Refundable. <p>19.2 Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</p>

C. Submission, Opening and Evaluation

20. Submission, Sealing, and Marking of Proposals

- 20.1** The Consultant shall upload scanned copies of signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be online and uploaded hard copies along with EMD shall be sent to the Client's address. The evaluation will be done on the basis of the document uploaded. Hard copies of the uploaded documents shall be sent to the Client before opening of Technical proposals.
- 20.2** An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.
- 20.2.1** A Proposal submitted by a Joint Venture/Consortium shall be accompanied by the Power of Attorney of Lead Member of Consortium/MoU of Joint Bidding, signed by all members so as to be legally binding on all members, and by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 20.3** Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.
- 20.4** The signed Proposal shall be marked "Original", and its copies marked "Copy¹" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 20.5** The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "Appointment of Project Management Consultant (PMC) for assisting NMSCDCL for developing, planning, designing, managing, implementing, and monitoring the Smart City Proposal of Nashik.", reference number, name and address of the Consultant, and

¹ Copy means photo copy(ies) of the original proposal.

	<p>with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline].</i>”</p> <p>20.6 The sealed envelopes containing the Qualification Documents, Technical Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). 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]”.</p> <p>20.7 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.</p> <p>20.8 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.</p>
<p>21. Confidentiality</p>	<p>21.1 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 Qualification Documents, 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.</p> <p>21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>22. Performance Security</p>	<p>22.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and</p>

	<p>appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP; (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and (c) if the selected Applicant commits a breach of the Agreement. <p>22.2 An amount equal to 2% (two per cent) of the agreement value shall be deemed to be the Performance Security for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p>
<p>23. Opening of Technical Proposals</p>	<p>23.1 The Client’s evaluation committee shall conduct the opening of the Qualification Documents & 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 until they are opened in accordance with Clause 26 of the ITC.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be read out:</p> <ul style="list-style-type: none"> 23.3 the name and the country of the Consultant 23.4 the presence or absence of a duly sealed envelope with the Financial Proposal; 23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and 23.6 any other information deemed appropriate or as indicated in the Data Sheet.
<p>24. Proposals Evaluation</p>	<p>24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline</p>

	<p>except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<p>25. Evaluation of Qualification Documents and Technical Proposals</p>	<p>25.1 The Client’s evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal’s Qualification Documents shall be evaluated. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents 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.</p>
<p>26. Public Opening of Financial Proposals (for QCBS, methods)</p>	<p>26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened online. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>26.2 The Financial Proposals shall be opened by the Client’s evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and 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</p>

	<p>Consultants who submitted Proposals and/or uploaded on the Client’s web site.</p> <p>26.3 The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p>
27. Correction of Errors	27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
28. Taxes	28.1 The Client’s evaluation of the Consultant’s Financial Proposal shall include taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.
29. Conversion to Single Currency	29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
30. Combined Quality and Cost Evaluation	
Quality- and Cost-Based Selection (QCBS)	30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
31. Negotiations	31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
a. Availability of Key Personnel	<p>31.2 The invited Consultant shall confirm the availability of all Key Personnel 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 Personnel’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>31.3 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due</p>

	<p>solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>32. Conclusion of Negotiations</p>	<p>32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>32.2 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.</p>
<p>33. Award of Contract</p>	<p>33.1 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 technically qualified Consultants or upload the detail on the website.</p> <p>33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
Reference to ITC Clause number	
2.1	<p>Name of the Client: <i>Nashik Municipal Smart City Development Corporation Limited</i> (NMSCDCL)</p> <p>Method of selection: Quality and Cost Based Selection.</p>
2.2	<p>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: Yes</p> <p>The name of the assignment is: Appointment of Project Management Consultant (PMC) for assisting NMSCDCL for developing, planning, designing, managing, implementing, and monitoring the Smart City Proposal of Nashik.</p>
2.3	<p>A pre-bid meeting will be held: Yes</p> <p>Date of pre-bid meeting: <u>15th March, 2017</u></p> <p>Time: 03:00 PM</p> <p>Your queries may be sent on e-mail, before 15th March 2017</p> <p>Address: Conference Room, Nashik Municipal Corporation</p> <p>E-mail: comrnmc@gmail.com, smartcitynmc@gmail.com</p> <p>Contact person/ coordinator: Mr. C. B. Aher, Deputy Engineer-9423179130</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Smart City Proposal of Nashik City can be downloaded from government of India's Smart City website http://smartcities.gov.in (The consultants are requested to study the document in detail.)</p> <p>Clarifications may be requested as per Clause 13.1 of Data Sheet</p>
4.1	NA

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English Language.</p> <p>No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Qualification Documents (Envelope-A)</p> <p>1st Inner Envelope</p> <ul style="list-style-type: none"> (1) Letter of Submission of Proposal (2) Power of Attorney to sign the Proposal (3) <u>Format of Memorandum of Understanding (MoU) for joint bidding in case of Joint Venture.</u> (4) Financial Qualification Forms (5) Technical Qualification Forms (6) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted. (7) Bank Guarantee form for EMD.

² Approved/authorized/licensed translator means certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, Phone number and mail-id.

	<p>AND</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>2nd Inner Envelope (Envelop-B)</p> <p>(1) TECH-1</p> <p>(2) TECH-2</p> <p>(3) TECH-3</p> <p>(4) TECH-4</p> <p>(5) TECH-5</p> <p>(6) TECH-6</p> <p>(7) TECH-7</p> <p>(8) TECH-8</p> <p>AND</p> <p>Financial Proposal (Online submission only):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(5)Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
<p>10.2</p>	<p>Statement of Undertaking is required : No</p>
<p>11.1</p>	<p>Joint venture (JV): Allowed – <u>Joint Venture (JV) can be maximum of three partners.</u></p> <p>Consortium: Allowed.</p> <p><u>Participation of Key Personnel, sub-consultants and Non-Key Personnel in more than one Proposal is permissible : No</u></p>

12.1	Proposals must remain valid for 120 (one hundred and twenty) calendar days after the proposal submission deadline.
12.9	DELETED
13.1	<p>Clarifications may be requested no later than 01 (one) day prior to the pre-bid meeting date.</p> <p>Director, NMSCDCL, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik, Maharashtra, India Pin-422001</p> <p><u>Ph. No. 0253-2578266</u></p> <p>The contact information for requesting clarifications is E-mail: comrnmc@gmail.com, smartcitynmc@gmail.com</p>
14.1 a	NA
14.1.1	<p>Consultants may associate with</p> <p>(a) non-Qualified Consultant(s): No Or (b) other Qualified Consultant(s): No</p>
14.1.2	As per the Detail provided in the TOR.
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical proposal (FTP).</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable Expenses:</p> <p>N.A.</p>
16.2	<p><u>Price Adjustment</u></p> <p><u>A price adjustment provision applies to remuneration rates: NO.</u></p>

16.3	<p><u>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</u></p> <p><u>The Client will</u></p> <p><u>- reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC Clause 39.1, 39.2 and 39.3 – Yes</u></p> <p><u>- reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</u></p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in Indian Rupees.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): In Indian Rupees</p>
17.1	<p><u>An EMD of INR. 20,00,000</u> (Indian Rupees Twenty Lac) in the form of DD or BG from a Nationalized bank or scheduled commercial bank in India and drawn in favour of the Nashik Municipal Smart City Development Corporation Limited and payable at Nashik, must be submitted along with the Proposal.</p> <p>If the EMD is submitted through BG, the minimum validity date of the BG should be 180 (one hundred eighty) days from the last date of submission of the bids.</p>
19.1	<p><u>Bid Documents and bid processing fee INR. 20,090 (Indian Rupees Twenty Thousand and Ninety Only) shall be paid online through e-tendering process.</u></p>
C. Submission, Opening and Evaluation	
20.1	<p>The Consultants shall submit their Proposals online only, as per clause 20.4 of the data Sheet.</p> <p>Note to the Consultants for e tendering:</p> <p>a) In participation in e-tendering of Authority, it is mandatory for prospective Consultants to get registered on website www.mahatender.gov.in Thus, it is advised to all prospective Consultants to get registration by making on line registration fees.</p>

- b) It is mandatory that the Consultants are required to sign their bids online using **Class-II or Class-III Digital Signature Certificates**, so the same should be obtained at the earliest if not obtained already.
- c) For further information regarding issue of Digital Signature Certificate, the Consultants may visit website www.mahatender.gov.in It is to be noted that it may take upto 3 to 4 working days for issue of Digital Signature Certificate. Authority shall not be responsible for any delay in issue of Digital Signature Certificate.
- d) If Consultant is bidding first time for e-tendering, then it is obligatory on the part of Consultant to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- e) Consultant must positively complete online e-tendering procedure at www.mahatender.gov.in
- f) For any type of clarifications Consultants can visit www.mahatender.gov.in help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844 Email id-support-eproc@nic.in
- g) The original proposal, technical Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.
- h) An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. **The Technical Proposal shall be submitted in Physical form in original and the scanned copy of the original in pdf form shall be uploaded on the Authorities website duly digitally signed. The signed Technical Proposal shall be marked "ORIGINAL".**

	<p>i) The financial Proposal shall be submitted online only and shall be signed digitally.</p> <p>j) The original Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, EMD, cost of bid documents & Bid processing fee, power of attorney shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of attorney , document fee and processing fee shall be submitted in Physical form (hard copy) along with 3 copies and scanned copy of the technical proposal and EMD, power of attorney shall be submitted online be sealed digitally. The Financial Proposal shall be submitted online only and shall be sealed digitally. This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE <i>[insert the time and date of the opening indicated in the Data sheet/key dates]</i>”. The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>k) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Authority after the deadline for submission shall be returned unopened.</p>
<p>20.4</p>	<p>The Consultant must submit the following:</p> <p>Online submission</p> <p>(a) Technical Proposal-(Scanned copy of original Qualification Documents and Technical proposal, EMD, Power of Attorney, Bid documents and Bid Processing Fees in pdf format, signed and scanned common set of deviations)</p> <p>(b) Financial Proposal</p> <p>Physical Submission in person(technical proposal only):</p> <p>One Original and 3 copies of the original Qualification Documents and Technical proposal</p>

	<p>Qualification Documents and Technical proposals: Original and 3 (three) Copies, EMD, Power of Attorney, Bid documents and Bid Processing Fees, Signed common set of deviations.</p> <p>Financial Proposal must be submitted online only</p>
<p>20.6 and 20.8</p>	<p>The Proposals must be submitted no later than:</p> <p>Date: 21st March, 2017.</p> <p>Time: 15:00 Hours</p> <p><i>[add translation of the warning marking ["Do not open...."] in the national language to the outer sealed envelope]</i></p> <p>The Technical Proposal submission address is:</p> <p>Physical Submission of Technical Proposal only : Nashik Municipal Smart City Development Corporation Limited C/O Nashik Municipal Corporation Office PWD Department, Rajiv Gandhi Bhavan, Sharanpur Road, Nashik Maharashtra (INDIA) Pin 422001</p> <p>The technical proposal should be submitted online also as mentioned in 20.1.</p>
<p>23.1</p>	<p>An online option of the opening of the Technical Proposals is offered: Yes as per clause 20.1 of the Data Sheet.</p> <p>The opening shall take place at: CEO, Nashik Municipal Smart City Development Corporation Limited C/O Nashik Municipal Corporation Office Rajiv Gandhi Bhavan, Sharanpur Road, Nashik Maharashtra (INDIA) Pin 422001 Date: 21st March, 2017 Time: 16:00 Hours</p>

<p>23.2</p>	<p>The technical proposal will be opened online and after evaluation of technical proposal, score will be declared and the financial proposal of technically qualified bidders will be opened online only.</p>
<p>25.1</p>	<p>Pre-Qualification Documents (Envelop A):</p> <p>1. Registration:</p> <p>a. The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p>b. Consultant must have a valid service tax registration in India. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p>Note: All consultants / JV / Consortium meet the above conditions.</p> <p>2. Financial Eligibility :</p> <p>a. Minimum Average Annual Turnover from Consultancy Services: Indian Rupees (INR) 40 (Forty) Crores in the last three financial years 2013-14, 2014-15, and 2015-16</p> <p>Note: In case of JV / Consortium, minimum annual turnover of lead member company be Indian Rupees (INR) 40 (forty) crores, and other partners/members must have average annual turnover of (INR) 20 (Twenty) Crores each.</p> <p>3. Technical Eligibility:</p> <p>The Client permits consultants (firms from all countries) to offer consulting services.</p> <p>Furthermore, it is the Consultant’s responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.</p> <p>Technical Proposal (Envelop B):</p>

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal:

No.	Scoring criteria	Maximum Score
I	Relevant Experience as per Scope of the work	40 marks
1	<p>A) <u>Experience of preparing and submitting a successful Smart City Proposal, as a lead consultant, for shortlisted cities at the conclusion of Round 1 or Round 2 under Smart City Mission of MoUD:</u></p> <ul style="list-style-type: none"> • <u>Experience of preparing Smart City Proposal for 1 or 2 city/ies – 2.5 marks</u> • <u>Experience of preparing Smart City Proposal for 3 or 4 cities – 5 marks</u> • <u>Experience of preparing Smart City Proposal for 5 or more cities – 10 marks</u> <p>B) <u>Experience in Project Management services such as preparation of Detailed Project Report, construction and project management, Planning, and Design major infrastructure of at least two eligible sectors i.e. roads, bridges, water supply, drainage, power distribution, telecom network, urban infrastructure, parking and transportation for a City with capital costs of value more than Rs. 100 Crores (Single Project) for which the construction work has started.</u></p> <p><u>1 number of Project: 2.5 Marks</u> <u>2 numbers of Projects: 5 Marks</u> <u>3-4 numbers of Projects: 10 Marks</u> <u>5 or more number of projects: 15 Marks</u></p>	<u>25 marks</u>

2	<p><u>Experience of working on urban planning assignments</u></p> <ul style="list-style-type: none"> • <u>Experience of working on preparation of a Town Planning Scheme: 2 marks</u> • <u>Experience of working on preparation of a statutory Development Plan including drafting of development control regulations: 2 marks</u> • <u>Experience of working and submitting an impact assessment report of FSI increase or cluster redevelopment projects: 2 marks</u> 	<u>6 marks</u>
3	<p><u>Experience of a project for suggesting an information technology system architecture for effective data management practices and improved performance monitoring for urban services using ICT:</u></p> <ul style="list-style-type: none"> • <u>Experience of projects in 1 to 2 cities: 1.5 marks</u> • <u>Experience of projects in 3 to 4 cities: 3 marks</u> • <u>Experience of projects in 5 or more cities: 5 marks</u> 	<u>5 marks</u>
4	<p><u>Experience of working on setting up of a Fund for infrastructure projects:</u></p> <ul style="list-style-type: none"> • <u>Experience of setting up of 1 fund: 1 mark</u> • <u>Experience of setting up of 2 or more funds: 2 marks</u> <p><u>Experience of supporting a government organization in raising minimum capital of Rs. 100 Crores for housing/ infrastructure projects/PPP from project development activities</u></p> <ul style="list-style-type: none"> • <u>Experience of 1 such project: 1 mark</u> • <u>Experience of 2 or more such projects: 2 marks</u> 	<u>4 marks</u>
II	Approach, methodology and work plan to execute the assignment	20 marks

	Showcasing (through presentation³)	
1	Understanding of Nashik Smart City Proposal	8 marks
2	Approach and methodology	8 marks
3	Work-plan	4 marks
III	Teaming	40 marks
IIIA	Technical Team, Experts, Support Staff	
1	Project Director	5 marks
2	Project Manager	4 marks
3	Architect and Urban Designer	4 marks
4	Engineering Expert	4 marks
5	ICT & MIS manager	2.5 marks
6	E-governance Expert	2.5 marks
7	Transportation Specialist	2.5 mark
8	Water Specialist	2.5 mark
9	Financial expert	2.5 marks
10	PPP & Procurement Expert	2.5 marks

³ Bidders are required to present their Approach and Methodology, Work Plan, and details as deemed critical to different their bids, to the Director (Commissioner, NMC), NMSCDCL on the 28th December 2016, at 15:00 hrs.

	<table border="1"> <tr> <td>11</td> <td>Marketing & Tourism Specialist</td> <td>2 marks</td> </tr> <tr> <td>12</td> <td>Street Designer</td> <td>1 mark</td> </tr> <tr> <td>13</td> <td>Legal Expert</td> <td>2 marks</td> </tr> <tr> <td>14</td> <td>Town Planning Scheme Expert</td> <td>3 marks</td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> <td>100 marks</td> </tr> </table> <p>For all the above positions</p> <p>1) General qualifications (education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant experience in the sector/similar assignments): 80%</p> <p>Total weight 100%</p> <p>Total points for the criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>70</u></p>	11	Marketing & Tourism Specialist	2 marks	12	Street Designer	1 mark	13	Legal Expert	2 marks	14	Town Planning Scheme Expert	3 marks		Total	100 marks
11	Marketing & Tourism Specialist	2 marks														
12	Street Designer	1 mark														
13	Legal Expert	2 marks														
14	Town Planning Scheme Expert	3 marks														
	Total	100 marks														
26.1 & 26.2	<p>An online option of the opening of the Financial Proposals is offered: Yes</p> <p>Financial proposal (Envelope C) shall be opened online only.</p>															
28.1	<p><u>For the purpose of the evaluation, the Client will consider the total cost as per FIN-2 and it shall include all local identifiable direct taxes such as service tax, sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices.</u></p>															
29.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></p> <p>The date of the exchange rate is: Dead line for submission of proposals specified in para 20.7 above.</p>															
30.1 Evaluation Criteria (QCBS only)	<p>Minimum technical score (St) required to pass is: 70</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p>															

	<p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.9, and P = 0.1</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:</p> <p>S = St x T% + Sf x P%.</p>															
	D. Negotiations and Award															
31.1	Expected date and address for contract negotiations: Date and Address shall be intimated to the selected bidder															
32.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be done within seven days of completion of contract negotiation															
33.2	Expected date for the commencement of the Services: within 15 days from signing of Contract at: Nashik (Maharashtra)															
	E. Important Dates															
	<table border="1"> <thead> <tr> <th>Sr No</th> <th>Component</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Availability of Blank tender form</td> <td>2/03/2017 to 21/03/2017</td> </tr> <tr> <td>2</td> <td>Pre Bid meeting</td> <td>15/03/2017 at 15.00 hrs</td> </tr> <tr> <td>3</td> <td>Last date and time for online bid submission</td> <td>21/03/2017 till 15.00 hrs</td> </tr> <tr> <td>4</td> <td>Last date and time for submission of qualification document and technical proposal in person</td> <td>21/03/2017 till 15.00 hrs</td> </tr> </tbody> </table>	Sr No	Component	Date	1	Availability of Blank tender form	2/03/2017 to 21/03/2017	2	Pre Bid meeting	15/03/2017 at 15.00 hrs	3	Last date and time for online bid submission	21/03/2017 till 15.00 hrs	4	Last date and time for submission of qualification document and technical proposal in person	21/03/2017 till 15.00 hrs
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3	Last date and time for online bid submission	21/03/2017 till 15.00 hrs														
4	Last date and time for submission of qualification document and technical proposal in person	21/03/2017 till 15.00 hrs														

	5	Opening of Technical proposal	21/03/2017 at 16.00 hrs
	6	Power Point Presentation	22/03/2017 at 15.00 hrs
	7	Opening of financial Proposal	Technically qualified tenderer's financial bid will be opened online

Section 3. Qualification documents and Technical Proposal – Standard Forms

Qualification documents

Appendix 1: Qualification Documents Proposal Submission Form

[On the Letter head of the Applicant]

{Location, Date}

To:

**Nashik Municipal Smart City Development Corporation Limited
C/O Nashik Municipal Corporation Office
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik
Maharashtra (INDIA)
Pin 422001**

Ref: RFP for Appointment of Project Management Consultant (PMC) for assisting NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal of Nashik.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Nashik Municipal Smart City Development Corporation Limited in developing, planning, designing, managing, implementing and monitoring the smart city proposal, under Smart City Mission (SCM) in Nashik City of Maharashtra in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed 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 have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State Government or Government of India or any multilateral funding agency or any Government of all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 31.1, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC Clause 31 and ITC Clause 27 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from _____ (Application submission online Due Date)
- (i) 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 33.2 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 (company's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Appendix 2: Format for Power of Attorney for Signing of Application

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

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for **assisting NMSCDCL** for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal **under Smart City Mission (SCM) in Nashik City of Maharashtra (the “Project”)**, including signing and submission of all documents and providing information / responses to NMSCDCL , representing us in all matters before NMSCDCL, and generally dealing with NMSCDCL in all matters in connection with our bid for the said Project.

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note: .

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

Appendix 3: Financial Qualification of the Applicant

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

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

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

Appendix 4: Technical Qualifications Experience

[The following table shall be filled in for the Consultant]

Applicant/ Legal Name: *[insert full name]*

Date: *[Insert day, month, year]*

Tender no and Title: *[Insert Tender number]*

Page *[Insert Page Number]* of *[Insert total number of pages]*

[Identify contracts that demonstrate coetaneous infrastructure projects experience over the past 10 (ten) years pursuant to Qualification criteria and Requirements. List contracts chronologically, according to their commencement (starting date)]

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}	Yes/No a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR 2 Cr.}	{e.g., sole Consultant}	Yes/No a. Copy of agreement/if international then apostle;

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
					b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Sign of Authorized Signatory)

Appendix 5: Format for affidavit certifying that consultant (consulting firm)/ director(s) of consulting firm are not blacklisted

(On a Stamp Paper of relevant value)

Affidavit

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

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

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Appendix 6: Form of Bank Guarantee (Earnest Money Deposit)

Whereas M/s (hereunder called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender. No. 01 of 2016-17 dated..... And whereas We,Bank, agree to give the Consultants a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants up to a total of Rupees.....(i.e. Rs.....) and we undertake to pay the[Name of Client] upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees_____.
2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the[Name of Client] in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Appendix 7: Format for Power of Attorney for Lead Member of Consortium

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

Power of Attorney

Whereas Nashik Municipal Smart City Development Corporation Limited (“NMSCDCL”) has invited applications from interested parties for **assisting NMSCDCL** for developing, planning, designing, managing, implementing and monitoring the **Smart City Projects under Smart City Mission (SCM) in Nashik City of Maharashtra**

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

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

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with NMSCDCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of the Contract Agreement is entered into with NMSCDCL.

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

Dated this theDay of2016

.....

(Executants)

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

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

Appendix 8: Format for Memorandum of Understanding (MoU) for Joint Venture

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

This Memorandum of Understanding (MoU) entered into this ____day of _____ among _____ and having its registered office at _____, (hereinafter referred as" _____", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part and _____ and having its registered office at _____, (hereinafter referred as" _____", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part and

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

WHEREAS Nashik Municipal Smart City Development Corporation Limited ("NMSCDCL") has invited Request for Proposal (RFP) from Consultants interested for **assisting NMSCDCL for Developing, Planning, Designing, Managing, Implementing, and Monitoring Smart City Projects under Smart City Mission (SCM) in Nashik City in Maharashtra** as per the terms contained in the RFP Document.

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

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

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
3. That this MoU shall be governed in accordance with the laws of India and courts in Nashik shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

1. First Party

2. Second Party

Witness:

1.-----

2.-----

Technical proposal Submission Forms

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

Checklist of Required technical Proposal Forms

Required for FTP or STP (v)		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the proposal is submitted by a Joint Venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorised representative of each JV member, and a power of attorney for the representative of the Lead Member to represent all JV members.	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Personnel Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	Assignment Details format	
√	√	TECH-8	Statement of Legal Capacity	

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Nashik Municipal Smart City Development Corporation Limited
C/O Nashik Municipal Corporation Office
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik
Maharashtra (INDIA)
Pin 422001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal under Smart City Mission (SCM) in Nashik City of Maharashtra in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed 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 have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 5.

- (e) We, along with any of our sub-consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 31.1, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC Clause 31 and ITC Clause 27 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 33.2 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:

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 Personnel and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

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

B - Consultant's Experience

1. List only ongoing or similar assignments successfully completed⁴ in the last 10 (ten) years.
2. List only those assignments for which the Consultant is/ was legally contracted by the Client as a company or is/was one of the joint venture partners. Assignments completed by the Consultant's individual personnel 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 Personnel 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.

⁴ Copy of Work Orders or Contract agreement or Completion Certificate or Experience Certificate from the competent authority needs to be attached.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}	Yes/No c. Copy of agreement/if international then apostle; d. Copy of completion certificate; [Issued by Competent Authority]
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR 2 Cr.}	{e.g., sole Consultant}	Yes/No c. Copy of agreement/if international then apostle; d. Copy of completion certificate; [Issued by Competent Authority]

Form TECH-3 (for Full Technical Proposal)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

Form TECH-4 (for Full Technical Proposal Only)

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

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

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

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

a) **Technical Approach, Methodology and presentation.**{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 Personnel, Non-Key Personnel and relevant technical and administrative support staff.}

Note : Please enclose detail for category a, b and c separately

Form TECH-5 (for FTP and STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
A-1	(e.g. Module 1, Activity #1)													
	Integrated Projectisation													
	Review of existing status of physical infrastructure													
	Carry out necessary surveys													
A-2	{e.g., Module 1 Activity #2:.....}													
	Preparation of feasibility Study													
A-n														

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


Form TECH-6 (for FTP and STP)


TEAM COMPOSITION, ASSIGNMENT, AND KEY PERSONNEL' 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 PERSONNEL (Core Team)															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY PERSONNEL															
N-1			[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
N-2															
n															
											Subtotal				

	Total			
--	--------------	--	--	--

- 1 For Key Personnel, the input should be indicated individually for the same positions as required under the Data Sheet ITC25.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the Project Office at Nashik (AP), India 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 but not at Project Office i.e. not physically present in Nashik, India .

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 info 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 Personnel:	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 Bank.

{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

Form TECH-7**ASSIGNMENT DETAILS OF THE BIDDER**

Assignment Name:	Project Cost:
Country: Location within the Country:	Duration:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs):
	No. of person-months provided by your firm:
Start Date (month/year): Completion Date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): Project Leader : Project Manager : Team Members :
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Firm:	

Form TECH-8

STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

.....
.....
.....

Sub: Appointment of Project Management Consultant to assist NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal of Nashik

Dear Sir,

I/We hereby confirm that we, [Insert Bidder's name] satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

(Signature, name, designation of the authorised signatory)

For and on behalf of

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 Financial Proposal

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Nashik Municipal Smart City Development Corporation Limited
C/O Nashik Municipal Corporation Office
Rajiv Gandhi Bhavan,
Sharanpur Road, Nashik
Maharashtra (INDIA)
Pin 422001**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Nashik Municipal Smart City Development Corporation Limited for developing, planning, designing, managing, implement, and monitoring the Smart City Proposal, under Smart City Mission (SCM) in Nashik City of Maharashtra in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, *including all indirect local taxes in accordance with Clause 28.1 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 Financial Proposal

S No	Particulars	Amount (Rupees in numbers)	Amount (Rupees in words)
1	Total fee or remuneration <i>Including all taxes applicable</i>		

Authorized Signature.....

Name.....

Designation.....

Name of the firm.....

Address.....

Section 5. Eligible Countries

In reference to ITC 6.1, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 6. Corrupt and Fraudulent Practices

- 6.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the

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

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 7. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Maharashtra in which NMSCDCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

NMSCDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the
- b) Selection Process or modify the dates or other terms and conditions relating thereto;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/or evidence submitted to NMSCDCL by, on behalf of and/or in relation to any Bidder; and/or
- e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases NMSCDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by NMSCDCL or submitted by a Bidder shall remain or become, as the case may be, the property of NMSCDCL. NMSCDCL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential

NMSCDCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section 8. Terms of Reference

8.1 Background

Nashik Municipal Smart City Development Corporation Limited (NMSCDCL) has been incorporated on 26th August 2016 to implement the projects / interventions under the smart city proposal of Nashik city as prepared in accordance with Ministry of Urban Development, GOI. On 20th of September 2016, Ministry of Urban Development declared the selection of Smart City Proposal of Nashik city for implementation under round two of the smart city mission. The proposal document can be accessed on http://smartcities.gov.in/writereaddata/Round2Proposals/Nashik_SCP.pdf and annexures can be accessed on http://smartcities.gov.in/writereaddata/Round2Proposals/Nashik_Annexures.pdf.

In accordance with the guidelines of Ministry of Urban Development, Nashik Smart City Proposal includes an area based development project as well as the ICT based pan-city solutions. Area based development project has a combination of retrofitting and Greenfield themes. As pan-city solutions, technology interventions have been proposed in urban services and transportation sector.

Against this backdrop, NMSCDCL intends to appoint a Project Management Consultant (PMC) for the purpose of assisting NMSCDCL for **developing, planning, designing, managing, implementing and monitoring of Smart City Proposal**.

The PMC consultant shall deploy a full time project team in the office premises of NMSCDCL. This team shall report to the Chief Executive Officer of NMSCDCL. NMSCDCL shall provide office premises and facilities for functioning of the team.

- **Brief about projects:**

Nashik smart city proposal is combination of **Area Based Development (Retrofitting Projects, Greenfield Projects), Pan-city projects:**

- 1. For area based development projects go through smart city proposal.**

The retrofitting project in Nashik is based on the theme of tourism. The objective is to enhance and build upon its strengths of its beautiful riverfront, heritage and tradition of religious tourism coupled with the modern culture of wine tourism.

- 2. In brief about Greenfield project:**

The green-field area development proposals involve development of the designated area through town planning schemes under the provisions of Maharashtra regional and town planning (amendment) Act 2011. The consultant shall assist NMSCDCL, NMC and the appointed arbitrator in preparation of the town planning scheme under the green-field

- 3. A brief about pan-city solutions:**

The pan-city solutions proposed in Nashik focus on the following themes.

- i) Water supply management and automation of SLB process:
- ii) The proposal includes installation of automated meter readers in all the water connections, installation of bulk flow meters at certain locations on the distribution

network. It is also proposed to establish a control center of collation of data and its management.

It is also proposed to develop an MIS for automation of calculation and monitoring of Service Level Benchmarking indicators across the four services of water supply, sewerage, solid waste management and storm-water drainage.

iii) Traffic and parking management

The proposal includes synchronization of signals, installation of vehicle detection sensors, Alco meters, surveillance cameras, parking meters, development of an app for disseminating the data to users, establishment of central control center for data management.

iv) Various quick win solutions identified time to time.

8.2 Scope of work

1. The Project Management Consultant (PMC) shall support the Smart City SPV NMSCDCL for developing, planning, designing, managing, implementing and monitoring the Smart City Proposal of Nashik
2. Under this assignment the consultant is required to review projects identified by the Smart City, for Area Based Development (Retrofitting Project), Pan City Solutions, Greenfield Projects (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smartcities.gov.in/winningCityp1.htm>). The consultant will carry out required investigations, design, prepare feasibility report Detail Project Report (DPR), and assist in procurement of implementing partner/agency(ies) expeditiously. The PMC shall assist Client in preparation of RFPs for the procurement of implementing partner(s)/ Agency(ies). **The PMC shall not sub contract any of the activities defined in the scope of the assignment to any other consulting firm without prior approval of NMSCDCL.**
3. The PMC shall also assist the Client in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.
4. The RFPs, tender documents prepared by the PMC for procurement of implementing partner/agency(ies) for implementation of Smart City Projects,

will follow Competitive Bidding (CB) method .

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

In regards to these projects of area based development, Greenfield and Pan-city solutions the Consultant's scope will be as follows:

Module 1:

1.1 Operationalization of Business plan with financial implication

NMSCDCL Business plan and other financial and legal strategic advisory services towards operationalization of its business plan:

- 1) Preparation, maintaining and monitoring a Project Master Schedule involving all aspects of implementation ranging from fund flow requirements, statutory approvals, stakeholder consultation and construction milestones, following all the guidelines regarding Smart Cities Mission, issued by competent authorities,
- 2) Preparation of business plan for the NMSCDCL including organization structure and staffing strategy;
- 3) Review financing and implementation plan of smart city proposal and assess financing requirements, future cash flows, sources of funds and financing modalities;
- 4) Develop revenue model for NMSCDCL, identify revenue streams and provide strategic and legal advice to NMSCDCL towards operationalizing the revenue streams. Develop financial models, capital investment plans, financing and operating plans and resource mobilization strategy for smart city projects;
- 5) Support NMSCDCL in identifying and reaching out potential partners and investors (PPP model) and organizing investment road shows. Support NMSCDCL in setting up necessary implementation, legal and regulatory measures for undertaking its operations;
- 6) Assist NMSCDCL in developing and operationalizing the strategy for mobilizing funds from external sources including debt.

1.2 Planning Prioritization, Development & Designing of Projects

1. The consultant will review all the available reports including but not limited to the city development plan or strategy plan, city master plan or the development plan of town planning department, sanitation plan, mobility plan, etc. Any other plans that may be prepared by the city will also have to be studied by the consultant as and when they are available;

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2. The consultant will also review feasibility reports, and verify their applicability, and adapt these for current conditions;
 3. Review of all the available records, data, and information on physical infrastructure;
 4. Identify requirements of surveys, studies, and investigations, and carry out necessary surveys, investigations, situational analysis, cost benefit analysis, and prepare preliminary cost estimates;
 5. The consultant will prepare feasibility reports from inferences of all the studies as per the above specifications, to outline priorities in implementation of smart city projects;
 6. Feasibility reports prepared by the consultant will also, include packages of proposed projects, and regroup them into new packages, if necessary, in consultation with the client;
 7. Preparation of feasibility report will also include, identification of issues of: land and its availability, rehabilitation and resettlement, and environmental impact, besides, risk mitigation plan;
 8. The consultant will also, co-ordinate with stakeholders and other departments to converge or integrate with various programmes or missions of the Government of India or Government of Maharashtra, such as AMRUT, Digital India, Skill India, Swachh Bharat Mission, Make in India, etc.;
 9. The consultant will also identify projects to invite private participation, and explore and formulate models for such partnerships, including service level agreements, and bid documents;
 10. Based on the feasibility report and project packages, the consultant will prepare detailed project reports (DPR), after total station surveys, geotechnical investigation, construction material survey, ground water investigation, etc. as per requirements;
 11. The consultant will assist the client on technical, commercial, financial, and legal aspects of project development;
 12. The consultant will provide transaction advisory services to the client for all the projects undertaken by the client irrespective of their inclusion in, or exclusion from the feasibility report, smart city plan, etc., thru the contract period;
 13. The consultant will prepare a program management information system, for real-time monitoring of projects, on a digital platform, and provide monthly progress reports, cash-flow reports and projections, etc. or as required by the client;
 14. The consultant will also prepare policies and procedures for and not limited to programme management, communications, etc.;
 15. The consultant will setup a local office with necessary infrastructure, and sufficient support staff, as per requirements for total scope of work.

1.3 Implementation, Construction management & Monitoring of projects

1. Assist NMSCDCL during construction of modules, as applicable, with the stakeholder to review and discuss DPR and prepare minutes for recording and circulation.
2. All necessary technical expertise and personnel to supervise the various projects, as per the quality assurance system/plan to be deployed by the PMC;
3. Providing guidance for modern procedures and guidelines for project implementation and management in general to NMSCDCL
4. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
5. Contract administration and Management, interpretation of technical specification & supervision and monitoring construction of each module
6. Checking the line level, layout of the construction to ensure conformity with the contract, proposed and present for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,
7. Scrutinize and guide the implementing agency on its detailed work program, construction methods proposed including environmental, safety, personnel ,public issues and in preparation of supervision schedule/ work plan for each module;
8. Monitor the construction method by assessing the adequacy of the contractor's input materials, labor, equipment, construction methods and provide advisories when required;
9. Monitor implementation of environmental standards and safeguards and if any settlement Plans;
10. Report and track the NMSCDCL cash flow on a monthly basis, track the cash flow projections and identify the cash flow related issues that may need to be addressed;
11. Report and track fund flows of NMSCDCL for undertaking the capital works and identify fund flow issues and gaps that need to be addressed;
12. Identify and track priority program level issues that need to be addressed at the NMSCDCL level to ensure smooth implementation of the works;
13. Project specific progress report – Prepare physical and financial progress reports for each of the individual projects being undertaken under Area Based Development, Greenfield and Pan City interventions. The project progress reports would map the physical progress of implementation works, keep track of implementation schedule, assess delays and identify key issues to be addressed and pre-emptive measures that need to be taken to avoid delays, track the financial progress, identify escalation / variations in the project estimates etc.
14. Establish Quality assurance system/plan including verification of quality of material and certification.
15. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;

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16. Supervising the construction of the various contract packages for the related outputs of the Program as per quality assurance system/plan;
 17. Certify the contractor's bill by recording the work measurement and recommend for making payments to NMSCDCL;
 18. Support the NMSCDCL in interim and final certification of the bills of payment;
 19. Provide the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
 20. Support for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc. and prepare recommendations for approval by the NMSCDCL;
 21. Support third party inspections, if necessary, as decided by NMSCDCL at implementing agency's lab.
 22. Assist NMSCDCL in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and etc.
 23. Checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts and review the projects documents and give recommendations for approvals as required for PPP projects.
 24. Review and finalize the "as built" drawings submitted by Contractor;
 25. Support the NMSCDCL in issue of completion certificates;
 26. Inspect the works at appropriate intervals during defect liability period and certification issue;
 27. Prepare on behalf of NMSCDCL monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to Client;
 28. Support NMSCDCL in monitoring of progress as per the Program Management Information System(PMIS)
 29. Develop and maintain PMIS to track project progress and generate MIS progress reports including physical and financial progress
 30. Prepare variation statements as required.
 31. Develop and implement procedure for timely payments to the hired implementing agency/agencies and monitor for compliance.
 32. Assist NMSCDCL in overall management and coordination of project with implementing agencies, government agencies, private players, technology service providers and others.
 33. Assist NMSCDCL in documentation, presentation of outputs and meet compliance requirement as and when required.

1.4 Smart Solution (Pan-city Projects)

1. The PMC should prepare reports on project component development and scheduling and financing plan of all pan city projects. This report should be made in accordance with the requirements of NMSCDCL
2. Preparation of concept plan of Service Level Benchmark MIS
3. Prepare DPR for all the pan city projects.
4. After approval of DPR from NMSCDCL, the PMC should prepare bid documents and assist NMSCDCL in appointing agencies for software development of SLB MIS
5. The PMC should prepare bid documents and assist NMSCDCL in appointment of vendor for water management system which includes installation of water meter ,control center etc as per the requirement of NMSCDCL
6. The PMC should prepare bid documents and assist NMSCDCL in appointment agency for traffic and parking management system including various ICT solutions
7. PMC shall assist NMSCDCL in Contract management and project supervision of all the pan city solutions

Module 2:

2.1 Greenfield project

The green-field area development proposals involve development of the designated area through town planning schemes under the provisions of Maharashtra regional and town planning Act 1966, considering amendments. The consultant shall assist NMSCDCL, NMC and the appointed arbitrator in preparation of the town planning scheme under the green-field area development proposals & after approval implement the infrastructure projects as defined in the scope of Area Based Development (Retrofitting Projects) & Pan City Projects:

- 1) Assist NMSCDCL / NMC towards appointment of agency for undertaking geo-spatial survey, GIS mapping, land-use mapping, collection of documents such as land ownership, Property Record card, District Land Record maps or City Survey maps, and the same should be rectified from the respective departments, serve notices for hearing purposes to individual owners as per MRTP Act provisions, and other relevant documents, and cadastral data integration of the TP scheme area;
- 2) Oversee the activities of the survey agency in undertaking task (a) above;
- 3) Assist NMSCDCL and NMC in appointing consultants for infrastructure plan and DPR preparation
- 4) Assist NMC, Arbitrator and NMSCDCL team in preparation of draft town planning scheme including the DCRs;
- 5) Assisting NMC and NMSCDCL in identifying land parcels for monetization including undertaking land suitability and best use study;

- 6) Incorporating recommendations of the State Government towards publication of draft plan;
- 7) Providing technical assistance to Arbitrator for preparation of preliminary and final scheme;
- 8) Overall project planning and scheduling, including developing, designing, packaging, integrating, managing, implementing and monitoring the Implementation of all works in Greenfield Projects.

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

8.3 Consultant team composition / qualifications / experiences / deployment

The following is the expected team member profiles of Project Management Consultants

*

#	Position	Qualification	Years of experience	Relevant experience	Deployment for NMSCDCL
1	Project Director	Degree in Business Administration, Project Management or equivalent degree or Masters in Engineering	15 years	<ul style="list-style-type: none"> • Experience in working on various different, multi-disciplinary urban infrastructure development projects • Should have well understanding of complex project and executed projects end-to-end from packaging strategy to award to execution • Experience in dealing with various suppliers/ vendors while awarding packages and monitoring them 	<ul style="list-style-type: none"> • 48 Months
2	Project Manager	Degree in Civil engineering with Masters in Business Administration or equivalent	15 years	<ul style="list-style-type: none"> • Experience in working on multi-disciplinary urban infrastructure development projects • Should have well understanding of complex project and executed at least two – three projects till completion 	<ul style="list-style-type: none"> • 48 Months

				<ul style="list-style-type: none"> • Experience in managing large scale government programs, and working with urban utilities • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections 	
3	Architect and Urban Designer	Masters in Urban Design or Planning or equivalent	15 years	<ul style="list-style-type: none"> • Experience in dealing with various aspect of citywide urban development and infrastructure planning/design • Experience / Knowledge in preparation of development plans, Town Planning schemes, Development control rules. • Knowledge of urban development issues and project experience 	<ul style="list-style-type: none"> • 48 Months
4	Engineering Expert	Graduate in Civil Engineering	15 years	<ul style="list-style-type: none"> • Experience in designing and implementation of infrastructure project such as road, bridges, water supply, sewerage, transportation. • Experience in supervising, executing monitoring and managing large infrastructure projects. 	<ul style="list-style-type: none"> • 48 Months
5	ICT & MIS manager	MBA with degree in computer science/MCA or equivalent	10 years	<ul style="list-style-type: none"> • Experience in developing and maintaining MIS • Experience in implementing ICT projects in Urban infrastructure projects • Experience of working e-governance projects at ULB, State & Central Government. 	<ul style="list-style-type: none"> • 24 Months
6	E-governance Expert	Post Graduate in Computer Science/Application /Degree in computer engineering	10 years	Should have worked in the role of E-Governance Expert for large urban infrastructure projects.	<ul style="list-style-type: none"> • As and when required

7	Transportation Specialist	Master's Degree in Transportation Planning/ Transportation Engineering	10 years	<ul style="list-style-type: none"> • Experience of preparation of Transit Oriented Development (TOD) / Urban Mobility Plan • Experience in designing and implementing mass transport systems and traffic management systems 	• As and when required
8	Water Specialist	Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering/ Water resource Management	10 years	<ul style="list-style-type: none"> • Experience in design and restructuring of water supply/ distribution network projects • Experience in designing and transaction advisory for at least one 24X7 water supply project • Experience in designing water and waste water improvement projects across local bodies • Experience in reducing NRW and assessing network conditions • Experience in setting up service level benchmarking of water utilities • Experience of working in a water utility will be an added advantage 	• 24 months
9	Financial expert	Master's Degree in Finance/ Economics/ Chartered Accountant	10 years	<ul style="list-style-type: none"> • Experience in raising finances for infrastructure projects • Experience of developing financial models like land monetization etc. for capacity enhancement plan for municipalities • Experience in evaluating projects across central, state and ULBs 	• As and when required
10	PPP & Procurement Expert	Degree in Management / Graduate in Engineering or equivalent	10 years	<ul style="list-style-type: none"> • Experience in multi sector transaction advisory for PPP project and complex infrastructure projects and public procurement at 	• As and when required

				<p>state, central or ULB level in infrastructure.</p> <ul style="list-style-type: none"> • Experience in contract drafting, negotiating for the best possible contracts along with performance guarantees and at least one completed project on his name 	
11	Marketing & Tourism Specialist	Masters in Arts/ Mass Communications/ Business Administration or any other equivalent degree.	15 years	<ul style="list-style-type: none"> • Experience in tourism development projects. • Experience in executing such projects successfully. • Experience in developing media and mass communication strategy 	<ul style="list-style-type: none"> • As and when required
12	Legal Expert	Degree in Law/Management/Engineering	10 years	<ul style="list-style-type: none"> • Experience in legal advising, in complex infrastructure projects, contract drafting, negotiating and all other legal aspect of the projects. 	<ul style="list-style-type: none"> • As and when required
13	Town Planning Scheme Expert	Degree in Town planning / Architect	10 years	<ul style="list-style-type: none"> • Experience in planning & implementing town planning schemes. 	<ul style="list-style-type: none"> • As and when required
14	Street designer	Master Degree in Architecture/Urban design	10 years	<ul style="list-style-type: none"> • Experience in dealing with various aspects of urban street design 	<ul style="list-style-type: none"> • As and when required
15	Electrical Engineering Expert	Degree in Electrical Engineering	10 Years	<ul style="list-style-type: none"> • Experience in Urban infrastructure Works 	<ul style="list-style-type: none"> • As and when required
16	Solar Energy Expert	Degree in Electrical Engineering	10 Years	<ul style="list-style-type: none"> • Experience in Power Projects / Solar Projects & other infrastructure Works 	<ul style="list-style-type: none"> • As and when required
17	Structural Engineer Expert	Masters in structural Engineering	10 Years	<ul style="list-style-type: none"> • Experience in structural design of Urban infrastructure Projects Roads, Bridges, ESR & other relevant Projects 	<ul style="list-style-type: none"> • As and when required
18	Mechanical Engineer	Graduate in Mechanical Engineering/Instrumentation Engineering	10 years	<ul style="list-style-type: none"> • Experience of working in irrigation projects, installation of gates, dams, ports, etc. 	<ul style="list-style-type: none"> • As and when required

19	Assistant Planner	Master Degree in Urban Planning or equivalent	02 years	<ul style="list-style-type: none"> • Experience in planning urban development projects 	<ul style="list-style-type: none"> • 48 Months
20	Assistant Project Engineer	Graduate in Civil Engineering	05 years	<ul style="list-style-type: none"> • Experience in project management of infrastructure projects • Experience in administrative support which will be helpful for supporting NMSCDCL 	<ul style="list-style-type: none"> • 48 Months
21	Assistant Project Engineer	Graduate in Computer engineering/Information Technology or Masters in Computer Applications	05 years	<ul style="list-style-type: none"> • Experience in project management of infrastructure projects • Experience in administrative support, e-governance projects 	<ul style="list-style-type: none"> • 36 Months

Note:

1. The staff requirement stated above is for indicative only and basic need of the proposal as per NMSCDCL and also for the purpose of comparison of proposals. However, the Consultant may deploy additional staff as per requirement. The consultant will understand the complete proposal and submit the required staff for the scope of this work.
2. The Consultant may bid for more than one Smart City. If the Consultant is bidding for more than one Smart City simultaneously, then the proposed team member with more than 24 months deployment shall be exclusive for NMSCDCL and shall not be proposed for any other smart City. If at any time it is found by the Client that professional proposed is also part of another Smart City Team then the Client may disqualify the Consultancy firm.
 - The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the key personnel.
 - Age limit for key professionals mentioned above to be deployed on project should not be more than 65 years on the date of bid submission.
 - The bid amount is not variable with deployment of staff as per ToR and additional required staff.

8.4 Time Frame, Outputs, Deliverables and Payment Schedule

- The time for completing the Assignment would be **forty eight (48) months** from appointment of the consultant. The following outputs are expected to be delivered in under the three modules in total duration of assignment.
- The total amount quoted by the consultant shall be paid on the basis of the deliverables achieved.
- The Consultant shall raise an invoice for the services provided during the contract period. **The deliverables linked payments shall realize only on achievement of the milestone.**
- The time period for the consultancy services is extendable beyond the period of forty eight (48) months, for suitable time period as may be mutually agreed between the client and Consultant.

Deliverables linked payment schedule for module 1, applicable for ABD Retrofitting Projects of Smart City Proposal:

Total cost for this component will be 45% of the accepted contract value. Breakup of payment schedule will be as follows:

Sr. No.	Deliverables	Timeline (From the signing of the contract)	Payment schedule
1	Submission and approval of the report on project development, business plan, marketing and tourism strategy, and project schedule	As per final project schedule approved by authority	5%
2	Submission and approval of validation reports, and feasibility reports, project financing plan and schedule of components	As per final project schedule approved by authority	10%
3	Submission of DPRs, and after its approval by the NMSCDCL	As per final project schedule approved by authority	15%
4	Submission of RfP/bid documents for respective DPRs, and after its approval by the NMSCDCL	As per final project schedule approved by authority	5%

5	Project supervision, contract management, and monitoring	As per final project schedule approved by authority	60%
6	On completion of project		5%

* Project schedule should include a detailed project plan mentioning all the components along with the important milestones and their timelines. The project schedule should highlight the timelines for all the deliverables mentioned in this document.

Deliverables linked payment schedule for module 1, applicable for Pan-city Projects of Smart City Proposal:

Total cost for this component will be 30% of the accepted contract value. Breakup of payment schedule will be as follows:

Sr. No.	Deliverables	Timeline (From the signing of the contract)	Payment schedule
1	Submission and approval of the report on project development, business plan, marketing and tourism strategy, and project schedule	As per final project schedule approved by authority	5%
2	Submission and approval of validation reports, and feasibility reports, project financing plan and schedule of components	As per final project schedule approved by authority	10%
3	Submission of DPRs, and after its approval by the NMSCDCL	As per final project schedule approved by authority	15%
4	Submission of RfP/bid documents for respective DPRs, and after its approval by the NMSCDCL	As per final project schedule approved by authority	5%
5	Project supervision, contract management, and monitoring	As per final project	60%

		schedule approved by authority	
6	On completion of project		5%

* Project schedule should include a detailed project plan mentioning all the components along with the important milestones and their timelines. The project schedule should highlight the timelines for all the deliverables mentioned in this document.

Deliverables linked payment schedule for module 2: Project Design and Development Phase - Greenfield Project

Total cost for this component will be 25% of the accepted contract value. Breakup of payment schedule will be as follows:

Sr. No.	Deliverables	Timeline	Payment schedule
1	Report on existing status of the Town Planning Scheme area and drafting of declaration of intent and Report on existing land use plan and cadastral mapping;	As per MRTP Act 1966, provisions and /or directions from competent authority	3%
2	Support NMSCDCL/NMC for preparation of draft Town Planning Scheme and Development Control Regulations and publication of notice	As per MRTP Act 1966, provisions and /or directions from competent authority	4%
3	Support NMSCDCL/NMC for submission of draft Town Planning Scheme and Development Control Regulations to State Government	As per MRTP Act 1966, provisions and /or directions from competent authority	8%

4	Support NMSCDCL/NMC for submission of final scheme to State Government	As per MRTP Act 1966, provisions and /or directions from competent authority	5%
5	Submission of DPRs, and after its approval by the NMSCDCL	As per final project schedule approved by authority	15%
6	Submission of RfP/bid documents for respective DPRs, and after its approval by the NMSCDCL	As per final project schedule approved by authority	5%
7	Project supervision and contract management	As per final project schedule approved by authority	55%
8	On completion of project		5%

* Project schedule should include a detailed project plan mentioning all the components along with the important milestones and their timelines. The project schedule should highlight the timelines for all the deliverables mentioned in this document.

Section 9. Standard Form of Contract

Attached Separately